

## General Conditions of Sale

### 1. General

1.1 These Conditions will govern the entire contract between us. Any changes to these conditions will only be valid if agreed and made in writing between the authorised representatives of you and us.

1.2 No binding contract will be made until your order has been accepted by us in writing.

1.3 You are responsible for complying with all legal requirements in respect of the use of any equipment sold by us to you and for deciding that the equipment is what you need for your purposes.

### 2. Technical Specifications

2.1 Our technical specifications are approximate unless we say otherwise and we reserve the right to change the technical specifications so long as any changes do not substantially affect what we have agreed to supply to you or the cost thereof.

2.2 You are responsible for providing us promptly with all information we may need to enable us to carry out our obligations.

### 3. Price

3.1 Unless we say otherwise any price we quote is FCA and does not include VAT or any other duty or packaging and delivery charges.

### 4. Delivery

4.1 If you wish us to deliver this will be at additional cost.

4.2 We will decide how equipment will be packaged and if you ask for any special packing then we will charge you any extra costs we may incur.

4.3 You must inform us promptly of any damage incurred during transit.

4.4 The risk in any equipment we sell to you shall pass to you immediately the equipment leaves our premises except when we have agreed to deliver the goods when risk shall pass to you when the equipment is delivered to the address advised to us.

4.5 Any agreed delivery dates are estimates only and we will not be responsible for any loss of damage arising from a failure to meet those dates. In addition, time for delivery shall not be of the essence.

### 5. Payment and Ownership

5.1 All payments due from you must be received by us within the time stated on our invoice or within 30 days of the date of the invoice if no time for payment is stated.

5.2 If you do not pay on time we may suspend the performance of our obligations under the contract. This includes but is not limited to stopping delivery of the equipment to you.



5.3 Unless otherwise agreed in writing, the risk of loss or damage to equipment will pass to you on delivery FCA, our premises (Incoterms 2010).

5.4 As security for payment of the full purchase price, legal and equitable title in the equipment shall not pass to you until receipt by us of payment in full for the equipment. You are authorized to use the equipment in the ordinary course of business or sell the equipment to a third party. The entire proceeds of any sale or disposition of the equipment shall be held by you in a fiduciary capacity for us. Until receipt by us of payment in full, you shall hold the equipment in a fiduciary capacity as bailee for us and insure the equipment for their full replacement value against all risks. Your right to possess and sell the equipment shall automatically terminate if you become insolvent or the subject of any bankruptcy, insolvency or similar proceedings; make an assignment for the benefit of creditors; or are unable to pay your debts as they become due. Upon termination of the right to possession, we and our representatives may at any time enter your premises or any third party to repossess the equipment. If you pledge or otherwise encumber any equipment that has not been paid for in full, all monies owed by you to us shall immediately become due and payable. If any portion of this clause shall be invalid or unenforceable, then such provisions shall be enforced to the maximum extent permitted by law, and such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this paragraph.

## **6. Installation**

6.1 Unless we state otherwise our contract does not include installation commissioning or testing.

6.2 When installation is included and unless agreed elsewhere in writing we will have based our price on:

- one uninterrupted period during normal working days
- working outside normal hours at our option
- clear access to site
- the provision of a suitable fixed power supply up to our equipment and any necessary temporary supplies.

We will charge for any costs resulting from delays, which are not our fault.

6.3 If we have agreed to install equipment you are still responsible for complying with any regulations which may apply to any structures not supplied by us to be used in conjunction with the equipment. Our obligations will be complete as soon as the equipment is ready for use even if there are minor matters outstanding providing they do not materially affect the use of the equipment.

## **7. Warranty**

7.1 If any defects are found in new equipment manufactured by us during the period of one year calculated from the day on which risk passes to you and those defects are caused by faulty materials or workmanship we will either repair or replace that equipment as we think fit. This warranty does not cover fair wear and tear.

7.2 Any repair or replacement undertaken by us in accordance with condition 7.1 shall only be carried out during normal working hours. For the purposes of this



condition, normal working hours are between 08:00 and 16:30 - Monday to Thursday and 08:00 to 13:00 - Friday, excluding public holidays.

7.3 Our warranty will only apply if the equipment has been used in accordance with our instructions, good engineering practice and has been correctly installed and maintained.

7.4 Our warranty will not apply if you fail to inform us in writing within 7 days of discovering the fault (or within 7 days of when it ought reasonably to have been discovered) or if you use the equipment after discovering a fault or allow other persons to attempt to repair it without our authorisation.

7.5 For equipment used overseas our warranty only includes supply of replacement parts delivered f.o.b UK port.

7.6 Our liability under the warranties in this Clause 7 shall in no event exceed the purchase price of the equipment. In addition, repair or replacement by us shall constitute an entire discharge of our liability under this warranty.

7.7 You shall be responsible for providing at your expense all access, facilities and equipment (including without limitation lifting equipment) necessary to enable us to access equipment manufactured by us and subject to warranty under this condition 7 in order to provide any remedy, repair or replacement in respect of that equipment.

7.8 The warranties set out above are the only warranties which shall be given by us and all warranties, conditions and other terms implied by statute or common law including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are, to the fullest extent permitted by law, excluded from the contract between us.

7.9 We shall not be liable to the extent that any failure or delay in complying with the terms of the warranty set out in this condition 7 results from your failure to comply with your obligation in condition 7.7.

## **8. Returns**

8.1 If you wish to return any equipment in exchange for credit and/or replacement then you must first contact us and acquire our prior written authorisation to do so. No credit or replacement will be considered without such prior authorisation.

8.2 Unless we have previously agreed to provide a credit or replacement (whether under the warranty contained in Condition 7 or otherwise), the exchange of returned equipment for credit and/or replacement is entirely at our discretion, regardless of whether prior authorisation for the return has been granted.

8.3 In placing your order with us, you are confirming that the order is correct and that the equipment is suitable for your required purposes. You shall not return or seek to return equipment because your order was incorrect or the equipment is not suitable for your required purposes.

8.4 If you return equipment without prior authorisation, we will hold it for a month from the date of receipt for collection by you at your expense, after which it will be disposed of without liability to you.

## **9. Limitations of Liability**



9.1 Notwithstanding anything contained herein to the contrary, in no event will we be liable to you or any third party for any of the following loss or damage:

- i. any loss of profit
- ii. any lost production
- iii. any direct or indirect costs or losses
- iv. any indirect or consequential costs including liquidated damages

Each part of this Clause 9.1 is to be read separately so that if part of the clause is found to be unreasonable the other parts of the clause are still valid.

9.2 Nothing in these terms seeks to restrict death or personal injury caused by our negligence or for fraudulent misrepresentation.

9.3 Our total aggregate liability in connection with any contract for the supply of equipment made pursuant to these Conditions whether for negligence or for breach of contract or otherwise shall in no event exceed the price paid/payable by you for the equipment.

## **10. Patents**

10.1 We will indemnify you against any patent infringement in connection with equipment manufactured by us. This indemnity only applies if you tell us immediately of any alleged infringement and you allow us to deal with any negotiations including settlement and Court actions as we think fit. We shall be responsible for any expenses arising.

## **11. Your Default**

11.1 If you breach the contract in any way or stop any payment or you become insolvent or commit an act of bankruptcy or a petition is served for your liquidation or you are subject to any other insolvency procedure including receivership we may terminate any contract between us immediately.

11.2 This will not affect any right or remedy we may have against you in law if you default in any of the ways referred to in Clause 11.1.

## **12. Law**

12.1 This contract and any dispute arising from it shall be governed and resolved under Northern Ireland Law.

12.2 All disputes or claims arising out of or relating to this contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

