



## Terms and Conditions

Subject to which all material and goods supplied by us and all work is undertaken by us. In the event of any stipulations or conditions contained in a customer's order or offer varying or conflicting in any way with any of these conditions or in any way qualifying or negating these conditions the customer's conditions shall be deemed to be inapplicable and shall not apply to any order placed with us unless expressly agreed to by us in writing when acknowledging the order and in giving such agreement we specify which of our conditions are not to apply and/or which of our conditions are to be varied and in what manner.

(1) Our prices are based upon current costs of goods, materials, and customs duties, insurance, labour, transport and maintenance of machinery local and parliamentary rates and taxes applying at the date when such prices were quoted or in the absence of quotation on the date of dispatch and all quoted prices are subject to acceptance in writing within 14 days otherwise prices will be those ruling on the date of dispatch. In the event of additional cost or expense being occasioned to us directly or indirectly by reason of any subsequent increase in any fixed costs including the aforementioned costs we shall have the right to increase our prices by an amount equivalent to the proportion that the increased costs bear to the costs applying immediately prior to such increase. Any price that we might quote comprises only the items listed in the quotation specification and or tender supplied in writing.

(2)(1) We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever even if such loss or damage was caused by or resulted from our negligence or deliberate act of those for whom we are responsible.

(2)(2) We shall replace or repair at our election any component manufactured by us which actually fails to function solely as a result of bad workmanship or latent defect providing always that written notice is delivered to us within fourteen days of completion of approval or trial or within three days from the date of delivery to our customer whichever by the earlier and providing that such replacement or repair takes place at the customer's premises or at our election, the defective unit or units if we so elect being returned to our premises at the cost of the Purchaser and/or customer for inspection by us and we shall not be liable for any cost of or associated with any required dismantling and delivery including but without prejudice to the foregoing loss of hire loss of profit and time expended in waiting and carriage and providing further that we shall not be liable for defects occurring in equipment not manufactured by us but we shall assign to our customers the benefit of all manufacturers guarantees and warranties.

(3) We and our employees accept absolutely no responsibility whatsoever or howsoever arising in respect of theft or fire damage notwithstanding that such loss or damage may have resulted from our negligence or lack of care.

(4) All goods and materials supplied by us shall be at the sole risk of the Purchaser in every respect whatsoever as from the time of delivery to the customer or from the delivery to the destination designated by the customer. It is hereby agreed that delivery is effected on the earlier of the entry of the carrying conveyance to the customer's premises or commencement of unloading of the goods or materials from the carrying conveyance and or the handling of goods to our customer his agent or servant or carrier. In the circumstances where goods are paid for by the customer and then stored on our premises delivery shall be taken to be the time of payment and Clause (ii) shall apply in full.

(5) Any delivery or completion date quoted or given by us is given in good faith and is not guaranteed but we shall endeavour to deliver or complete within a reasonable time of any date specified being in mind all the circumstances of the particular case.

(6) This clause applied only where we supply goods to a person who buys in the course of business (a business customer).

(a) No article supplied by us to a business customer shall carry any warranty or condition of sale expressed or implied, as to the quality or as to fitness for any particular purpose even if the customer when he orders the article sufficiently explains the purpose for which it is required and makes it clear that he is relying on our skill and judgment.

(b) No propriety article ordered from us by name type and/or size by a business customer shall carry any such warranty or condition of sale.

(7) The customer acknowledges that he has been given every opportunity of inspecting the material, goods item or other thing supplied by us and that he has been afforded the opportunity of conducting such tests as the customer considers necessary and the customer acknowledges that he has not therefore relied upon any representation made in before or during any negotiations for sale by us our servants or agents.

(8) When a customer does not buy in the course of a business but makes known to us any particular article by trade name or other similar description or asks us to supply by reference to a trade name then we accept no responsibility that the article is either fit for its purpose or of merchantable quality.

(9) Where we are to arrange carriage whether at the request of our customer or not it is agreed that we shall have irrevocable authority to enter into any contract of carriage on any such terms as we consider in our absolute discretion appropriate whether that carriage be by road, rail, air or sea and in so arranging such carriage we shall be deemed to act as agent only to the customer and we are not to incur any liability whatsoever or howsoever arising in respect of that carriage even if we are negligent in our choice of carrier.

(10) Subject to any agreement to the contrary we have the right to exercise a general lien upon any material or property whilst in or upon our premises until such time as any monies due to us from the owner or customer in respect of any goods supplied.

(11) Where we are asked or in the course of our business store goods of our customer we shall not be liable for loss, damage or detention in connection with the goods or property howsoever or whatsoever caused and/or of whatsoever kind even if we are or our employees are negligent whether this be by fire or theft or any other reason cause or kind whatsoever and we are not accountable for any changes in weight or condition.

(12) We shall not be responsible for any failure to supply or for delay in supplying materials or goods whether or not such delay or failure to supply is attributed to or arises out of any cause whatsoever or howsoever including but without prejudice to the generality of the foregoing our own or the negligence of our employees, act of God, force major, war or hostilities, invasion, riot, civil commotion, military take over, regulation, direction or legislation by Government or other Authority, strike or lock out, fire, accident, break down of machinery shortages of labour or equipment or spare parts howsoever arising affecting howsoever the production or transit of such materials or goods or any other cause or circumstances whatsoever beyond the control of us or any other abnormal conditions arising from any of the foregoing causes.

(13) When we deliver goods to the customer or other premises delivery shall be made unless otherwise agreed when the consignment is tendered at the usual place of delivery at the customers address within the usual cartage hours of the district.

Provided:

(a) that if no safe and adequate access or no adequate unloading facilities there exist then delivery shall be deemed to be made at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the consignment at the customers premises has been sent to the customer and

(b) that when for any other reason a consignment is held by us or a carrier "to await order" or to be "kept till called for" or upon any like instructions and such instructions are not given, or the consignment is not called for and removed, within fourteen days from notice being given by us our desire to deliver, then delivery shall be deemed to be made at the expiry of that time.

(14) We shall not be, under any circumstances whatsoever including our own negligence, liable for any consequential loss or damage which shall be deemed to include but without prejudice to the generality of the foregoing, damages which the customer may become liable to pay a third party under any contract that the customer may have made or otherwise in tort, loss of time waiting that the customer or his client may incur, the costs included in removing any defective materials from any ship construction or building claims by third parties upon the customer and any similar or like liability, loss of earning, loss of income, wages paid by the customer to his or its employees and loss of profit.

(15) In any case our liability whatsoever and howsoever arising and unless otherwise excluded under these conditions shall not exceed and shall be limited to a sum equivalent to the cost to us of replacing the goods and/or materials under any delivery out of which the claim or liability arises.

(16) All orders are accepted by us subject to the materials or goods ordered being available when required in quantities needed.

(17) Our prices only cover delivery on normal working days during normal working hours.

(18) We reserve the right to refuse to execute any order if the arrangements for payment or the customer's credit are not satisfactory and in such cases to suspend or discontinue delivery of any goods or make sales to any customer without liability to us whose account is overdue for payment.

(19) Terms of payment to be within 30 days from the date of invoice after which time the invoiced amount shall bear interest at a rate of 18 per centum per annum. In addition and without prejudice to our right to claim interest on accounts not paid within 30 days period aforementioned any overdue accounts passed to solicitors for collection will be charged with a surcharge in a sum representing 10 per cent of the principal account outstanding regardless whether any part of the account has accrued within 30 days prior to the appointment of solicitors. The time at which solicitors are appointed is entirely in our discretion subject to the 30 days net payment period and shall not be queried by the customer. No prior notice of appointment of solicitors will be given. The surcharge shall be payable whether or not legal proceedings are commenced, and will be paid in addition to interest at the aforementioned rate and to any sum awarded to us by any Court by way of costs. This provision for a surcharge shall in no way prejudice our entitlement to be awarded costs in any legal proceedings.

(20) Value Added Tax where appropriate will be in addition to prices quoted and will be applied to the rate applicable on the invoice date.

(21) Risk in any goods we supply to any customer will pass from us to the customer notwithstanding anything contained herein to the contrary and in particular Clause 22 hereof at the earlier of when the goods leave the place of storage to commence journey to the customer or leave the manufacturing factory of our premises. It may be that we can arrange transit insurance on behalf of the customer but we give no warranty representation nor do we enter into any agreement that we can or will obtain insurance on behalf of our customer but if we do arrange insurance then premium will in addition to any other charge or payment be charged to our customer.

(22) Property and/or title or in goods or materials supplied by us will only pass to the purchaser on the purchaser paying to us the price of the goods and all sums whatsoever and howsoever owing by the purchaser to us. Until such payment is made the purchaser at our request will store the goods or materials supplied under this Contract in such a manner as to clearly show that they are our property. It is agreed that, if the purchaser shall employ the goods or materials in any manufacture of other goods or materials or in the construction of any building or other structure whatsoever, property therein will remain vested in us, without imposing any liability on us in respect thereof, as security for the sums owing by the Purchaser to us as aforesaid, the purchaser shall hold all goods and materials supply by us and any goods and materials building and structure into which they shall have been incorporated to our order and, if so required by us, shall store or otherwise segregate the same in such manner that the same may be shown to be held to our order and is our property. Nevertheless, the Purchaser shall be entitled to sell the same to a buyer within the course of the purchaser's normal business activities and to deliver the same to his buyer on terms that, whilst monies be owing from the purchaser to us, all sums due from his buyer in respect of the same up to the amount owing to us and at our request be paid directly over to us.

(23) These conditions shall be read and construed in accordance with the Law of England and any dispute or difference which may arise between the parties hereto which phrase shall include any claims by us for unpaid sums shall be determined by the Liverpool District Registry of the High Court of Justice to the exclusion of all others except where the amount in dispute is less than the County Court limit from time to time in force in which case such dispute shall be determined by the Liverpool County Court or the Liverpool District Registry of the High Court at our option.

(24) By placing an order with us a customer acknowledges that he has read understood and accepted these conditions.

(25) The word customer shall include Hire Purchase Company and owner and where a customer places an order through an agent the agent warrants that he has irrevocable authority to accept these conditions and has brought them to the attention of his principal.

(26) It is hereby expressly agreed that the benefit of all these provisions shall ensure also for the benefit of any servants or agents of us acting in the course of or in connection with the employment and for the purpose of all the foregoing provisions the company is deemed to be acting on behalf of and as agent for such servants or agents of the company. Such servants or agents are also deemed to be parties to any contract included by the company in its normal course of trading.

(27) Owners and customers are strongly advised to ensure that their goods materials and liabilities hereunder are insured against all risks arising out of or in connection with these conditions and the appropriate insurers or underwriters advised accordingly.

(28) It is by reason of the owner and/or customer accepting these conditions that we are able to offer lower rates for work for providing services and prices for materials and goods provided or supplied.