

CONDITIONS OF SALE

Of **Centrifugal Pump Services Ltd.** - hereinafter referred to as "the Company".

All Orders placed are subject to these Conditions of Sale, and the placing of an order shall be considered to be acceptance of these conditions, to the exclusion of the Customer's conditions of sale or purchase; and that in the event of re-sale, the Customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with, and accepts, the said conditions.

- 1. QUOTATIONS AND TENDERS:** All quotations and tenders are 'Ex Works' unless otherwise stated, and are subject to a firm order being placed within 28 days, unless otherwise stated. The acceptance of the order by the Company will constitute a contract subject to these conditions. Any variation of the Contract must be in writing and signed by the Company and the Customer. Unless firm prices are quoted in the quotation or tender, the contract price is based upon the cost of material, labor, transport, fuel and other relevant factors applying statutory obligations at the time of the tender or quotation, and it between that date and the date of actual delivery, variation either by rise or fall shall occur in these costs, then we reserve the right to amend the contract price accordingly. The order must contain sufficient information to enable the Company to proceed with the order forthwith.
- 2. SPECIFICATIONS AND DRAWINGS:** All quotations, drawings and information remain the Company's property and copyright, and are to be treated as confidential. Adequate drawings will be supplied where necessary.
- 3. CUSTOMER'S MATERIALS Etc., REPAIRS:** While the company takes all reasonable care of the customer's parts, components and goods in its possession, the Company accepts no responsibility for any damage, distortion, fault's or defects therein which appear or develop during the course of the work undertaken by the Company. Subject to availability of parts, materials and labor, the Company will be prepared to correct any such damage, distortion, faults or defects at the Customers request and expense. All goods received by the Company for repair or otherwise are held by the Company at the Customers risk as regards loss or damage except where the cause of loss or damage was the result of the negligence of the Company, its servants or agents.
- 4. CUSTOMER REQUIREMENTS:** When supplying goods in respect of a particular purpose, every endeavor is made to meet the requirements of Customers from the information supplied by them. As full information, will be supplied at the request of the Customer regarding the manufacture and capabilities of any goods for a particular purpose, no responsibility is accepted as to the suitability of any goods once an order is accepted, except under the terms of the Company's Guarantee. Without prejudice to the generality of the foregoing the Company will furnish upon request, data, information and other services relating to the application or use of the goods, but the Company will not be responsible and does not assume liability whatsoever for damage of any kind sustained either directly or indirectly by any person in, or through, the adoption or use of such data, information or services, in whole or in part.
- 5. DELIVERY:** The time of delivery, whilst given in good faith, is not the essence of the contract. The Company shall not be liable for any loss or damage, including consequential loss or damage, in respect of delayed deliveries due to any reason, howsoever caused.
- 6. UNLOADING:** The responsibility of unloading goods at the point of delivery will be that of the Purchaser, and no liability shall be incurred by the Seller in respect of any loss or damage that may occur during unloading whether or not the unloading is assisted by the agent or employee of the Seller who shall not be bound to assist. Such person or persons in such circumstances being deemed to be under the control and direction of the purchaser.
- 7. CANCELLATION:** Notice of cancellation of order for stock items is required in writing. Stock Items must be returned to our specified return depot *CARRIAGE PAID*, and will only be accepted if in 'AS NEW condition, and will be subject to a minimum 20% restocking charge at our discretion. Orders for items to customer's specification cannot be cancelled, and must be paid for in full. They must be returned within 14 days from original supply.
- 8. CARRIAGE:** Prices quoted exclude Carriage, Packing & Insurance. These will be invoiced to the Purchaser at reasonable rates, which shall be determined by the Company, unless previously agreed in writing.
- 9. EXAMINATION OF GOODS:** Goods must be examined immediately on delivery, and any damage, incorrect supply or loss reported to us and/or the carriers, *IN Writing*, within 48 hours of receipt; otherwise no claims can be entertained.
- 10. WARRANTY:** Unless specifically agreed in writing the warranty offered is that of the manufacturer, and shall be limited to the repair or replacement of an item as agreed with the manufacturer. All products alleged as warranty failures should be returned to our specified returns depot, *CARRIAGE PAID*, for inspection. No responsibility is accepted for consequential loss or liquidated damages in the event of product failure.
- 11. PAYMENT:** Unless specifically agreed in writing all prices quoted are net, excluding Value Added Tax, Import Duty or other special charges. Subject to a formal credit account being approved, accounts are due for payment not later than 30 days from the date that we advise you that your order is available for dispatch or the actual date of dispatch if earlier; otherwise, payment must be received by the Company before delivery. When deliveries are spread over a period, each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly. The Company reserves the right to charge interest on all overdue accounts in line with 'The Late Payment of Commercial Debts (interest) Act 1998', currently 8% above base. Failure to pay for any goods or for any delivery or installment shall entitle the Company to suspend further deliveries and work - both on the same order and on any other order from the Customer, without prejudice to any other right the Company may have. The Company reserves the right where a Customer fails to adhere strictly to the agreed credit terms or where genuine doubts arise as to a Customer's financial position, to suspend delivery of any order, or part of order, or installment, without liability until payments or satisfactory security for payment has been provided. Where goods are to be delivered outside of the U.K. payments must be made against delivery' of the goods or shipping documents to F.O.B. U.K. Port, unless credit arrangements approved by the Company have been made.
- 12. TITLE:** Title of the goods shall only pass from the Company to the Purchaser upon full payment of all monies due. Until Title passes, the Purchaser holds the goods as agents for the Seller, and shall be responsible for the safe custody of the goods, including insurance, and shall indemnify the Company in respect of all loss or damage of whatsoever nature affecting the goods. The Purchaser may use the goods for his normal purposes. The goods must be stored separately and identified accordingly. If the goods are combined with other goods, title to the combined goods is retained by the Company, and these goods must be similarly stored and identified. The Company reserves the rights to re-possess all or part of the goods or combined goods, and shall have right of entry to the Purchaser's premises in order to retrieve the goods.
- 13. LEGAL CONSTRUCTION:** The Contract shall in all respects be construed and operate as an English Contract and shall be governed by English Law.

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