

## STANDARD TERMS & CONDITIONS OF SALE

1. The "Seller" means PUMP SUPPLY & REPAIR GROUP LIMITED.  
The "Buyer" means person, company or firm by whom goods are purchased.  
The "Goods" means the goods subject to the contract to which these conditions apply.
2. The Seller shall sell and the Buyer shall purchase the goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the buyer.
3. Prices are Ex Works unless otherwise quoted. VAT is payable on all goods and services.
4. The Sellers quotations are valid for 30 days only from the date of communication to the Buyer.
5. Delivery dates are offered as a guide to Buyers and we can accept no liability should delivery not coincide with the guide dates mentioned whether this is due to factors within or outside our control.
6. In the event of works on the goods comprised in any contract being suspended or delayed by or pending the instructions of the Buyer or any lack of instructions from the Buyer or in the event of any alterations to the contract agreed between the Buyer and the Seller the contract price shall be increased to include the cost of any additional expenses incurred by the Seller as a result of such alterations as aforesaid.
7. All recommendations and advice given by the Seller or its servants or agents to the Buyer or its servants or agents or the Buyers own customers or their servants or agents as to the mode of storing applying or using the goods are given without liability on the part of the Seller.
8. In the event of any claim being made or action brought against the Seller in respect of infringement of patents and/or registered designs and/or trademarks or analogous rights as a consequence of the manufacture or sale by the Seller of any goods to specifications or designs supplied by the Buyer, the Buyer shall indemnify the Seller against all such claims or actions.
9. The Seller warrants to the Buyer that the goods supplied and incorporated by the Seller into a repair will be and will remain free from defective materials and workmanship for the period of six months from the date of the Seller's invoice provided that:-
  - (1) The Buyer returns to the Seller the goods at the Buyer's expense as soon as practicably possible and within the period of warranty.
  - (2) The Seller's indemnity to the Buyer is limited solely to the replacement or repair (at the Seller's discretion) of the goods.
  - (3) The Buyer has not interfered with nor attempted to repair nor used the goods in any way other than for those purposes made known to the Seller in writing at the time the Buyer's order was placed with the Seller and has taken all reasonable care in their use.

Clause 9 shall not apply if the manufacturer's liability of the goods is expressed to be less than set out above and/or the goods have not been paid for in full within 30 days of the Seller's invoice.
10. Photographs and other illustrations or advertisements supplied by the Seller represent the goods specified therein in general terms but shall not be construed as representing the specific goods in any individual contract nor shall they form part of or constitute any warranty or representation inducing any contract.
11. Figures given for the performance of the goods and accessories thereto vary in each case according to the conditions; any particulars of capacity or consumption given either in the Seller's catalogue or in correspondence are approximate only and not in any way may they be construed as a guarantee or warranty or representation which induces or forms part of any contract.
12. Prices quoted and charged will be those ruling at date of despatch unless otherwise notified in writing.
13. Unless otherwise agreed in writing payment shall be made within 30 days of the date of the Sellers invoice. Provided that if before delivery is made the Seller has reasonable grounds for doubting the Buyers intention or ability to pay the Seller reserves the right to demand security from the Buyer or take such action as may appear suitable to the Seller to protect its interests.
14. The property in the goods shall not pass to the Buyer until receipt by the Seller of the total sale price, or in the case of the Seller accepting tender of any cheque bill or promissory note when the same has been honoured. If the Buyer sells the goods before he has paid the Seller in full the Buyer shall hold the proceeds of sale on trust for the Seller and shall enter into a contract with the ultimate recipient of the goods whereby the Sellers title to the goods is preserved and whereby title to the goods shall not pass either to the Buyer or to the ultimate recipient until such time as the Seller has been paid in full.
15. Until the total sale price is paid in full, the Buyer shall remain a bailee only and the goods shall remain the property of the Seller. On default by the Buyer, the Seller shall at any time be entitled to take repossession of the goods and the Buyer shall indemnify the Seller against any loss or injury howsoever arising by his default.
16. All prices referred to herein exclude value added tax, purchase tax or any other tax or duty which is or may be levied or charged. The amount of such taxes or duties calculated at the rate prevailing at the appropriate time will be added to such prices.
17. If the Seller does not receive forwarding instructions within fourteen days after date of notification that the goods are ready for despatch in accordance with the contract they shall be deemed to have been delivered and shall be invoiced, and the Buyer shall forthwith pay the Seller in full for the invoiced goods.
18. The Seller shall in respect of all sums due or owing from the Buyer under this or any other contract between the Buyer and the Seller have a general Lien on all goods and property of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) and shall after the expiration of fourteen days notice to the Buyer be entitled to dispose of such goods and property as it deems fit and apply the proceeds towards the discharge of such sum.
19. This clause applies if the Buyer makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrance takes possession, or a Receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the goods have been delivered but not paid for, the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.
20. The contract shall in all respects be construed and operate as an English Contract and in conformity with English Law.