

# Flowplant Group Limited

## General Terms & Conditions of Sale

**THESE CONDITIONS ARE INTERPERATED IN ACCORDANCE WITH ENGLISH LAW**

### 1. Acceptance

All orders are accepted subject to the following Conditions of Sale which cannot be varied except expressly and in writing by us. In particular, any Conditions in a Purchaser's order inconsistent with these Conditions shall not apply. Any sale by us to the Purchaser subsequent to an order or other notification incorporating any conditions of purchase of the Purchaser shall not be deemed to constitute an acceptance by us of the Purchaser's conditions of purchase.

### 2. Prices and Discounts

All prices and discount rates are subject to alteration without notice and the rates applicable to a particular order will be our price and discount rates current at the date of despatch irrespective of the price and discount rate stipulated in our acknowledgement. We reserve the right to make a 10% restocking charge when goods are returned to us. We have a minimum order value of £25.00 GBP.

### 3. Payment

Payment must be made with the order in cash without any deduction (other than any discount rate previously agreed by us) unless monthly or other terms have been approved by us prior to the order being made, in which case payment will be on the date specified by us. We reserve the right to charge interest on Accounts outstanding after the specified date at the rate of 2% per month.

### 4. Despatch Dates

Despatch dates are given are based on our best information at the time quoted, but are given as estimates only, we reserve the right to postpone any quoted despatch or delivery dates without prior notice and without liability for any delay.

### 5. Cancellation or Amendment

We reserve the right to cancel or amend the purchaser's order or suspend delivery if it is impractical or impossible for us to fulfil the order by reason of act of God, war, civil disturbance, strike, lock-out, cessation of work, legislation or restriction of any governmental or other authority, breakdown or interruption of transport, force majeure or any other circumstances beyond our control and in such circumstances the obligations of each party hereunder shall be wholly or partially suspended during the continuance and the extent of such prevention, interruption or hindrance.

## 6. Description

All technical information given by us is subject to alteration and correction without notice and any condition or warranty implied by section 13 of the Sale of Goods Act 1979 (or any amendment or re-enactment thereof) is hereby excluded.

## 7. Delivery Complaint

Non-delivery within 10 days of the date of despatch must be reported immediately in writing to us and to the carriers. Any damage or shortfall in delivery must be reported in writing to us within three days of delivery. We shall not be liable for any claims in respect of the above complaints unless they have been reported in accordance with this clause.

## 8. Warranty

### **Warranty of new products:**

Equipment manufactured and supplied by Flowplant is warranted to be free from defects in materials and workmanship.

The warranty includes both parts and labour necessary to correct any such defects.

The warranty period for new products is 12 months from date of despatch from our factory or 2000 operating hours, whichever occurs soonest.

We shall repair or, at our option, replace free of charge any product, part(s) or component(s) manufactured by Flowplant which fail due to faulty manufacture or material within the warranty period.

High pressure hoses whose protective outer coatings have been worn or otherwise damaged will not be subject to replacement under warranty.

### **Warranty of spare parts:**

The warranty for new spare parts is 6 months from date of despatch on materials and workmanship or 250 operating hours, whichever occurs soonest.

High pressure hoses whose protective outer coatings have been worn or otherwise damaged will not be subject to replacement under warranty.

The warranty for reconditioned spare parts is 90 days from date of despatch on materials and workmanship.

Provided always that

- a) They are returned to Flowplant for inspection (carriage paid), along with a copy of the original part(s) sale invoice (where necessary); and
- b) All terms agreed by Flowplant for payment of such goods have been complied with; and
- c) If a defect/failure is discovered before the expiration of the warranty, notification must be given to the Flowplant service department immediately
- d) Any claim hereunder is made within 30 days of the date of discovery of the defect/failure.

Provision of this warranty shall not apply to any Flowplant product which has been:

- a) Used for a purpose for which it is not designed for; or
- b) Applied to a use which has not been approved by Flowplant; or
- c) Subject to misuse, negligence, lack of maintenance or accident; or
- d) Repaired or altered in any way so as, in the judgment of Flowplant, to adversely affect its performance and reliability

#### **Limitations of warranty:**

The new product and spare parts warranty is limited to defects in material or workmanship of the product. It does not cover loss of time, inconvenience, property damage or any consequential damages. Repair or replacement of the product is your exclusive remedy.

Our liability under this clause shall be in lieu and to this exclusion of any warranty or conditions implied or expressed by law as to the quality or fitness for purpose of any goods supplied hereunder PROVIDED THAT nothing in this clause shall operate so as to exclude liability for death or personal injury arising from the negligence of the company or its employees.

Our obligations as aforesaid shall constitute the full extent of our liability in respect of any loss or damage sustained by the purchaser whether caused by any breach of this contract or by our negligence or otherwise and we shall not be liable to make good or pay for loss of use of the goods, loss of revenue, loss of profit or goodwill or any direct or consequential losses howsoever caused and the purchaser undertakes to indemnify us against any such claims against us by third parties.

On order to comply with the provision of the Health and Safety at work etc., Act 1974 in respect of articles manufactured, supplied or installed for use at work we test all our products before they leave our factory and supply them with adequate instructions for their proper use. Further copies of these instructions are available from us upon request.

## **9. Property**

- a) The ownership of goods shall remain with us until such time as all sums owed to us by the purchaser whether under this order or any other order or contract with us have been paid. Until all such sums have been paid to us the Purchaser shall keep the goods in the capacity of fiduciary owner and if so required by us store them in such a way that they can be recognised as such.
- b) The Purchaser shall be entitled to sell the goods and pass the property in the same to third parties in the normal course of its business until otherwise notified by us or until the happening of any of the events set out in e) below, but the proceeds of re-sale and / or the claim to such proceeds will be ours until such time as all sums owing to us by the Purchaser, whether under this order or any other order or contract with us have been paid and all such proceeds shall accordingly be placed by the Purchaser in a separate bank account and held for us in the capacity of fiduciary owner.
- c) We shall be entitled to on notice to the purchaser to retake possession of our goods at any time while any monies under any order are outstanding, or if the purchaser shall be in breach of any of the terms of this agreement or if we reasonably consider for any reason that our goods are in jeopardy or on the happening of any of the events specified in e) below.
- d) On the happening of any of the events set out under e) below the Purchaser's authority to sell our goods and/or to manufacture products out of the same and/or to sell such products shall be

withdrawn and all proceeds of sale received by the Purchaser from sales made prior to the withdrawal of authority shall be paid by the Purchaser into a bank account separate from all monies of the Purchaser and held in such account for us. Further, all goods the property of us shall be immediately delivered to us, and we by our servants or agents shall have the right during normal business hours to enter upon land or buildings of the Purchaser to take possession of our goods. Further even if the goods supplied to the Purchaser by us or products made therefrom have been fixed to the realty of the Purchaser, we shall have the right to enter upon the land or buildings of the purchaser to take possession of the same, where but for the fixing of the same to realty the goods or products would have remained our property under the provisions of this clause.

- e) The events herein before referred to are:
- i) Any notice to the purchaser that Receiver or manager is to be or has been appointed.
  - ii) Any notice to the purchaser that a petition to wind-up the Purchaser is to be or has been presented or any notice of resolution to wind-up the Purchaser (save for the purposes of reconstruction or amalgamation).
  - iii) Any act of bankruptcy as defined by section 1 of the Bankruptcy Act 1914.
- f) The purchaser shall notify us forthwith of any of the events referred to in sub-clause e) of above.

## 10. Risk

The goods shall be at the Purchaser's risk upon delivery of the same to him

## 11. Right to Sue for Price

Payment shall be due whether or not property in the goods has passed by virtue of condition 9 (Property) and we shall accordingly be entitled to sue for the price once the same is due even if the property in the goods has not passed.

## 12. Errors

We reserve the right to correct all typographical and clerical errors and the purchaser may not rely on any such information thus erroneously provided.

## 13. Conflicting Terms

Nothing in these general terms and conditions overrides the terms of the specific contract (or parts thereof) agreed between Flowplant and the Purchaser. For the avoidance of doubt, any terms included in a quotation from Flowplant to the Purchaser and accepted by the purchaser, form part of the specific terms of the contract. Where any conflict between terms agreed specifically and these general terms arises, the specific terms will prevail. Where a conflict arises between the general terms of the Purchaser and those of Flowplant, the specific terms of the contract will prevail and Flowplant's general terms shall prevail over those of the purchaser.