

CONDITIONS OF SALE



1. INTERPRETATION

(a) In these Conditions the Company means Conquip Industrial or any subsidiary company or agent authorised by them and 'the Purchaser' means the person or persons firm or company purchasing from or doing business with the Company.

(b) 'The Goods' means all products supplied by the Company to the Purchaser whether by means of sale or hire rental or otherwise and whether the property of the Company of distributed by the company as the agent for another.

2. GENERAL

(a) These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations and hire agreement.

(b) The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.

(c) The Company shall in no event be liable for any inaccuracy or misdescription of the Goods or for any loss or damage either direct or indirect or consequential flowing therefrom or from any other cause whatever included any defect whatsoever in the Goods notwithstanding any written or oral representations warranty or conditions which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for the sale from which are also excluded all implied warranties and conditions. The Company shall in no event be liable for fundamental breach of the agreement for sale.

(d) In purchasing the Goods from the Company on these Conditions the Purchaser is deemed to acknowledge that they do not rely upon skill or judgement of the Company or of its employees or agents as to matters connected with the Goods.

(e) The Purchaser shall be responsible for providing any guard or protection necessary to comply with any statutory requirements in connection with the operation of machinery.

(f) Any complaints about the Goods supplied shall only be entertained by the Company if made within three days of delivery.

(g) Credit will only be given for Goods returned if Delivery Note number is quoted and the Company has issued a Collection Note for the Goods.

(h) When Goods are returned to the Company's stock for credit the Company reserves the right to deduct 25% from the original cost of the Goods, except where Goods are returned and exchanged at the same point in time for alternative Goods, then 20% of the original cost will be deducted.

(i) All samples will be charged at the current rate and are non-returnable.

(j) The Company reserves the right to make a delivery charge according to the circumstances of each order.

(k) The Company's policy is one of continuous growth and improvement in service and products. We reserve the right to alter specifications and prices without prior notice.

3. PAYMENT

(a) Unless terms are agreed otherwise all sums become due and payable under these Conditions not later than 1 month from the end of invoice month.

(b) There shall be no payment, for purposes of these Conditions, until any cheque has been cleared.

(c) Time for payment shall be of the essence.

(d) The Company reserves the right to charge interest at the rate of 3% above the base rate from time to time of Lloyds TSB Bank plc on all overdue accounts such interest being deemed to accrue on a day to day basis from the due date of the payment under paragraph (a) of this Condition.

(e) The Purchaser shall have no right of set off statutory or otherwise.

(f) If the Purchaser (being a company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or commits a material or serious breach of the Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.

(g) The Company reserves the right at any time at its discretion to demand security or payment before continuing with or delivering any order.

4. RISK AND THE PASSING OF PROPERTY

(a) Risk in the Goods shall pass to the Purchaser when the Goods are delivered or collected by the Purchaser or its Agent.

(b) Notwithstanding risk in the Goods passing in accordance with paragraph (a) of the Condition title in the Goods shall not pass to the Purchaser until whichever shall be the first to occur of the following:

(i) payment being received by the Company for the Goods and no other amounts then being outstanding from the Purchaser to the Company in respect of other Goods supplied by the Company.

(ii) The Purchaser selling the Goods in accordance with the provisions of these Conditions in which case title to the Goods shall be deemed to have passed to the Purchaser immediately prior to delivery of the Goods to the Purchaser's customer.

(iii) The Company waiving its rights under paragraph (b) of this Condition in respect of specified Goods whereupon title for the said Goods shall forthwith vest in the Purchaser.

(c) The Purchaser is licensed by the Company to use or to agree to the sale of the Goods delivered to the Purchaser subject to the Conditions set out in paragraph (d) below.

(d) Until title to the Goods passes:

(i) the Purchaser will hold the Goods as fiduciary agent and bailee for the Company.

(ii) The Goods shall subject to paragraph (c) of this Condition be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.

(iii) The Company may at this time revoke the power of sale and use contained in paragraph (c) of this Condition by notice to the Purchaser if the Purchaser is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or any other Goods supplied at any time by it to the Purchaser or if the Company has bona fide doubts as to the ability of the Purchaser to comply with Condition 3 above.

(e) The Purchaser's power of sale and use contained in paragraph (c) of the Condition shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.

(f) Upon determination of the Purchaser's power of sale and use pursuant to sub clause

(iii) of paragraph (d) of this Condition the Purchaser shall place any Goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premiss of the Purchaser for the purpose of removing such Goods.

(g) The Purchaser is liable for any hazardous material carried by their own transport and also upon receipt of any delivery by the Company.

5. DELIVERY

(a) Delivery will be deemed to have been effected after the Goods leave the premises of the Company or as the case may be the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers.

(b) Time of delivery is not of the essence.

(c) The Company shall not be liable for any loss whatever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.

(d) The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

(e) When delivery is to be by instalments or the Company exercises its right to deliver by instalments under paragraph (d) of the Condition or if there be delay in the delivery of any one or more instalments for whatever reason this will not entitle the Purchaser to treat the Contract as repudiated or to damages.

(f) Deviations in quantity of the Goods delivered (representing not more than 10 per cent by value) from that stated in these Conditions shall not give the Purchaser any right to reject the Goods or to claim damages and the Purchaser shall be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered.

6. INDEMNITY

The Company shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses howsoever caused directly or indirectly by the Goods.

7. PRICES

Goods will be invoiced at prices ruling at date of despatch unless agreed in writing between the parties.