



**Conditions Of Sale**

In these conditions

"Seller" refers to **CONSOLIDATED PUMPS (UK) LIMITED** and/or its subsidiary or associated companies.

"Buyer" refers to the individual firm or company to whom a quotation is addressed or whose order, is accepted by the Seller.

**1. Application**

These conditions shall apply in respect of all Contracts ("Contract") between Seller and Buyer for the purchase of goods from the Seller.

All quotations, offers and tenders are made subject to the following conditions.

Unless expressly accepted in writing by the Seller or as otherwise provided in these conditions, all other terms, conditions or warranties are excluded from any Contract between the Seller and the Buyer.

No other conditions are incorporated or implied into any Contract between the Buyer and the Seller.

**2. Price and Payment**

The price for each delivery of goods will be the Seller's price ruling for the goods at the date of delivery or, in the event of the Seller requiring payment before delivery of the goods, at the date on which payment is due.

All prices are net and are not subject to any discount. Contractor's discount may apply.

All prices unless otherwise specifically stated are exclusive of VAT and do not include delivery or package charges.

Unless an earlier date is specified by the Seller, payment is due and shall be made at the Seller's offices by the 30<sup>th</sup> day from the end of the month of the date of the invoice

Time of payment shall be of the essence and failure by the Buyer to pay the Price or any instalment thereof in due time shall entitle the Seller to treat such failure as a repudiation of the contract by the Buyer and to require the Buyer to make immediate payment of all monies due or to become due and to recover from the Buyer damages for such breach of contract and/or at the Seller's option} to charge interest at either 1.5% per month or 4% per annum above the Base Rate of National Westminster Bank plc, whichever shall be the greater from the due date until payment.

Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries under the Contract.

Where goods are delivered by instalments the Seller may invoice each instalment separately and the Buyer shall pay such invoice in accordance with these conditions.

The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer.

**3. Delivery**

Time for delivery of the goods is not guaranteed.

The Buyer shall have no right to cancel the Contract for failure to meet any delivery or completion time stated. Failure by the Buyer to take delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.

If the Seller shall fail to make delivery or shall make defective delivery of any instalment, such failure or defective delivery shall not affect the obligations of the parties under the Contract of which these conditions form part in respect of the other instalments.

No liability can be accepted for damage in transit unless the Seller is notified in writing and a copy is received at the Registered Office of the Seller within 14 days from receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option.

**4. Returned Goods**

Unused, unaltered standard catalogue items may be returned at the Buyer's expense for credit upon the Sellers prior written consent and upon the terms specified by the Seller. A restocking and handling charge computed at the minimum rate of 20% of the total invoice price excluding taxes on such returned items will be assessed on any such return. The Buyer assumes all risks of loss of such returned goods until actual receipt and acceptance by the Seller.

**5. Termination**

If the Buyer shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors, or if being an incorporated company shall Receiver appointed or shall pass a resolution for a Winding up or a Court shall make an Order to that effect, or if not being an incorporated company shall have a receiving order made against it or if there shall be any breach by the Buyer of any of the terms or conditions hereof, the Seller may defer or cancel any further deliveries and treat the contract of which these Conditions form part as determined but without prejudice to its right to any unpaid purchase price of goods delivered and to damages for any loss suffered in consequence thereof

**6. Risk and Reservation of Title**

The risk in the goods shall remain with the Seller until delivery by the Seller or collection of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer



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Ownership of goods delivered under this contract shall remain with the Seller until payment in full has been made to the Seller for all monies owing in respect of all goods delivered to the Buyer by the Seller whether under this or any other Contract or account.

If any payment is overdue, whether under this or any other Contract between the Seller and the Buyer or the Buyer enters or threatens to enter any insolvency arrangement or procedure (including, but not limited to administrative receivership or liquidation), the Seller may, without prejudice to any of its other rights, recover or recall any or all of the goods which the Seller retains title to by virtue of condition 5.2 and may whether by itself or by agents duly appointed enter upon the Buyer's premises for that purpose.

Notwithstanding that title to the goods has not passed to the Buyer, the Seller shall be entitled to maintain an action for the price of the goods.

Each paragraph or sub-paragraph of this condition is separate, severable and distinct.

**7. Warranty**

All descriptive specifications, drawings and particulars of weights and dimensions submitted by the Seller are to be deemed approximate only and descriptions and illustrations contained in the Seller's catalogues, price lists and other advertising matter shall not form part of the contract.

Subject thereto the goods supplied by the Seller shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller.

If the condition of the goods is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods the Buyer must first ask the Seller to repair the goods or supply satisfactory substitute goods and the Seller shall then be entitled at its option to repair or supply satisfactory substitute goods free of cost and within a reasonable time or to repay the price of the goods in respect of which the complaint is made.

If the Seller does so repair or supply satisfactory substitute goods or effect repayment under condition 6.2, the Buyer shall be bound to accept such repaired or substituted goods or repayment and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods.

Except as otherwise provided in these conditions, section 12 of the Sale of Goods Act 1979 is implied into the Contract.

**8. Liability**

For the avoidance of doubt, under no circumstances whatever shall the Seller be liable for losses special to the particular circumstances of the Buyer, indirect or consequential losses including loss of profits, damage to property or wasted expenditure. Further, the Seller's liability shall not exceed the contract price of the goods. The price of the goods is based on the assumption that the liability of the Seller is as set out herein.

Nothing contained in these Conditions shall limit or restrict the Seller's liability for death or personal injury caused as a result of the Seller's negligence, nor does the Seller limit or restrict its liability for fraudulent misrepresentation under the Misrepresentation Act 1967.

Piping, foundations and Systems are the responsibility of others. Comments and Data are offered as an aid but Consolidated Pumps UK Ltd. cannot accept responsibility for system design or operation. It is recommended that a skilled specialist in the area be consulted to insure a successful installation.

**9. Assignment**

The Buyer shall not without the Seller's prior written consent assign or transfer or purport to assign or transfer the contract to which these Conditions relate or the benefit thereof to any other person whomsoever

**10. Tooling**

Charges for tools, patterns, dies and fixtures cover only a portion of their costs and therefore the Seller shall retain title and right of possession. The Seller shall store and maintain them for the Buyers exclusive use but if not used on the Buyers repeat orders within two years the Seller reserves the right to scrap them.

**11. Trade Marks**

The supply of goods by the Seller shall not confer any right upon the Buyer to use any Seller's trade-marks without prior written consent of Seller and at all times such trade mark shall remain the property of the Seller.

Neither does it imply any right to use any Seller's patent or any indemnity against infringement of third party patents.

**12. Force Majeure**

The Seller shall have the right to cancel or delay deliveries of the goods if it is prevented from or hindered in or delayed in manufacture or delivering the goods or any part thereof through any circumstances beyond its reasonable control, including but not limited to war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour disputes, fire explosion, flood, accident, failure of any third party to supply the Seller, breakdown of machinery or anything directly or indirectly interfering with the raw materials or the manufacture, supply, shipment, arrival or delivery of the goods. During any such period of cancellation, the Buyer shall have the right to purchase elsewhere at its own risk and cost such quantities of the goods as may be necessary.

**13. Variations**

No variation to any Contract shall have effect unless signed in writing on behalf of the Seller by an Officer of the Seller.

**14. Jurisdiction:** The Contract shall be governed and interpreted according to the laws of England and shall be subject to the jurisdiction of the English Courts.