

# AWP Services Ltd.

Specialist in all types of Pumps, Pumping Systems  
Spares, Repairs and Servicing.

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## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In these terms and conditions, the following terms shall have the following meaning:

"Seller" means AWP Services Limited.

"Buyer" means the customer with whom the Seller contracts.

"Contract" means the Contract between the Seller and the Buyer for the sale of the Goods or the supply of Services.

"Goods" means the products sold by the Seller to the Buyer under the terms of the contract.

"Services" means the Services provided by the Seller to the Buyer pursuant to the Contract.

The headings to these Conditions are for ease of reference only and shall not affect their interpretation.

### 2. GENERAL

2.1 These terms and conditions are the only terms and conditions upon which the Seller sells the Goods or supplies the Services to the Buyer and shall prevail notwithstanding the terms of any enquiry, purchase order acknowledgment or other document originating from the Buyer.

2.2 No representation or warranty given by the Seller or on its behalf shall be incorporated in this Contract unless expressly or impliedly referred to herein.

2.3 Any quotation given by the Seller to the Buyer is valid only for the periods quoted in the quotation.

2.4 All brochures, drawings, illustrations, descriptions, and other particulars originating from the Seller are intended to present only a general idea of the Goods and Services described, are by way of information only and shall not constitute a sale by description. The Seller also reserves the right to vary the design, materials, and specifications of the Goods and Services without prior notice.

### 3. PRICE

3.1 Subject as below, the price of the Goods or Services is that stated on the Seller's acknowledgment of order and is exclusive of V. A.T.

3.2 The Seller reserves the right to increase the price to reflect any increases in cost to the Seller of labour, raw materials and overheads.

3.3 Where the despatch of the Goods or the supply of the Services is delayed either at the request or fault of the Buyer or because of circumstances outside the Seller's reasonable control, the Seller reserves the right to issue a new invoice at the price ruling at the date of delivery.

3.4 Unless otherwise stated, all prices include delivery ex works and packing and transportation charges (if appropriate) will be charged as additional items.

### 4. PAYMENT

4.1. Payment must be made to the Seller within 28 days from the date of the invoice.

4.2 Any discounts which have been agreed between the Buyer and the Seller will apply only if payment is made within the day period. Further, late payment for whatever reason shall entitle the Seller to charge interest on the outstanding amount from the date when payment becomes overdue until payment is made at the rate of 2% above Barclays Bank Plc. base rate from time to time, as well before as after judgment and such interest shall be compounded at three monthly intervals.

### 5. DELIVERY

5.1 While delivery dates are given in good faith, they are business estimates only and no liability will attach to the Seller if delivery is not made on a stated date, nor shall the buyer be entitled to treat the Contract as being at an end.

5.2 Delivery of the Goods shall be to such destination as may have been specified by the Buyer when placing the Order or, if no such address is specified, to the last known address of the Buyer PROVIDED THAT the Seller shall be entitled without prejudice to its other rights to withhold delivery of such consignments until the Buyer has paid all sums overdue to the Seller under any previous Contracts. If no such address is specified, the Buyer must take delivery on the date notified by the Seller and failure to take delivery when so notified will result in storage charges being made to the Buyer.

Company Reg No 6303930

Registered Head Office: Hestercombe House, C/O Walpole Dunn, Hestercombe Gardens, Cheddon Fitzpaine,  
Taunton, Somerset. TA2 8LG

## **6. PACKING**

Packing charges are charged separately to the Buyer. The Seller will take reasonable steps to comply with any special requirements of the Buyer in relation to packing provided adequate time is given by the Buyer for such purpose.

## **7. RISK**

7.1 Risk in the Goods shall pass to the Buyer when the Goods leave the Seller's premises.

7.2 If so requested and as the Buyer's agent, the Seller will, if possible, arrange to insure the Goods from the point of delivery until arrival at the Buyer's delivery site.

## **8. OWNERSHIP**

Legal and beneficial ownership of the goods will pass to the Buyer at such time as when full and final settlement is received for the goods.

## **9. ALTERATIONS**

The Seller reserves the right to improve the specification of the Goods at any time without prior notice to the Buyer.

## **10. WARRANTIES**

10.1 Prices are calculated by reference to the cost of supplying the Goods and Services, the costs of insurance and the limiting of certain of the Seller's statutory warranties • and liabilities. Goods are supplied in accordance with the Seller's specifications, and they are fit for the purpose for which they are supplied and of workmanlike quality. Subject as aforesaid, all other warranties and conditions whether expressed or implied bylaw, trade or custom are hereby excluded so far as the law permits.

10.2 The Seller's obligations in respect of any defective Goods or Services shall be limited to the repair or replacement (at the Seller's discretion) of the Goods concerned or a further supply of Services. Save as aforesaid, the Seller shall not be liable to the Buyer or any third party for any indirect, consequential, or economic loss or damage as however caused or for any loss of profit.

10.3 The Buyer must inspect the Goods as soon as it receives them and must notify the Seller within 5 working days of any apparent defect. Where any damage has occurred during carriage, the Buyer must comply with the carrier's conditions of contract as to notification of damage.

10.4 Any Goods claimed to be defective must be returned to the Seller forthwith unless upon being notified of the alleged defect the Seller elects to effect repair at the Buyer's site.

10.5 Any claim by the Buyer for the defective supply of Services must be notified to the Seller within 5 working days of the completion of the said supply.

## **11. COPYRIGHT**

Copyright in all designs, drawings, photographs or other documents supplied by the Seller to the Buyer shall remain vested in the Seller.

## **12. FORCE MAJEURE**

In the event of the occurrence of any circumstances outside the Seller's control which affects the Seller whether directly or indirectly, the Seller shall not be liable for any loss or damage caused as a result and, if the Force Majeure shall continue for more than three months, either party shall be entitled to give written notice to the other to terminate the Contract without prejudice however to any claims by either party against the other in respect of any antecedent breach.

## **13. TERMINATION**

In the event of any breach by the Buyer of its obligations under the Contract which (if in the opinion of the Seller is capable of rectification) has not been rectified by the buyer within 28 days of notification of such breach to it by the Seller or in the event that the Buyer shall commit any act of insolvency including (without limitation) having any distress or execution levied on its assets, making any composition with its creditors, having a Receiver appointed of its assets or taking any steps or having any steps taken against it for its winding up, the Seller shall thereupon be entitled forthwith to terminate the Contract by written notice to the Buyer without prejudice to any rights it may have against the Buyer.

## **14. CANCELLATION**

Without prejudice to its rights resulting from any breach of contract, the Seller shall be entitled to make a charge to the Buyer if it cancels its order (in whole or in part) to cover the costs incurred by the Seller up to the date of cancellation.

## **15. GOVERNING LAW**

Contracts shall be governed by and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the High Court of Justice in England.

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