

STANDARD TERMS AND CONDITIONS OF SALE OF ANGLIAN COMPRESSORS AND EQUIPMENT LIMITED

1. Definitions

In these conditions: -

- 1.1 "the Company" shall mean Anglian Compressors and Equipment Limited, whose registered office is at Storeys Bar Road, Eastern Industry, Peterborough, PE1 5YS.
- 1.2 "the Customer" shall mean the individual partnership company or other body to whom Goods are supplied by the Company.
- 1.3 "Goods" shall mean products manufactured or dealt in by the Company.

2. Acceptance of Order

- 2.1 The company reserves the right to refuse by notice of non-acceptance to accept any Order submitted by the Customer within 10 working days of receipt by the Company of such order.
- 2.2 Where no notice of non-acceptance is given the Customer's Order shall be deemed to have been accepted by the Company at the expiry of such 10 day period, or when the Company dispatches the Goods for delivery to the Customer, whichever shall occur earlier.
- 2.3 Unless otherwise agreed in writing by a Director of the Company these Terms and Conditions of Sale, which supersede any earlier sets of conditions issued by the Company, shall override any terms and conditions incorporated or referred to by the Customer at any stage, even if these are stated to take precedence over any other conditions.
- 2.4 No additions to or modifications of these Terms and Conditions shall have effect unless expressly agreed in writing by a Director of the Company and expressed to be amendments to those Terms and Conditions.
- 2.5 Where more than one order is placed on the Company by the Customer each order shall constitute a separate contract between the Company and the Customer.

3. Specification

- 3.1 The Company reserves the right to withdraw or modify the design and/or specification of any Goods without notice.

4. Price

- 4.1 All prices are subject to alteration by the Company at any time without notice. The price of the Goods shall be determined by the Company's current price list as at the date of delivery of the Goods or the date of invoice, whichever shall be the earlier.
- 4.2 All prices are exclusive of VAT and all other taxes and duties which will be added to the price as determined by Clause 4.1 above.

5. Delivery

- 5.1 The Company will make every effort to observe delivery dates specified by the Customer or the Company but such delivery dates shall be estimates only and the Company shall incur no liability for failure to observe them and such failure shall not entitle the Customer to treat the contract as at an end.
- 5.2 If the Company is delayed or prevented from delivering the Goods due to any act or omission by the Customer, its agents or employees, or where requested by the Customer, the Company may without prejudice to any of its other rights or remedies:
 - 5.2.1 Suspend performance of the contract; or
 - 5.2.2 Cancel the contract in whole or in part; or
 - 5.2.3 Store the Goods.

5.3 In the event of the Company storing the Goods under Clause 5.2.3 above, the Customer shall pay the Company's reasonable storage charges and any extra expenses incurred by the Company as a result of such act or omission by the Customer.

Any payment to be made by the Customer upon delivery shall be made as if such delivery had been completed on the date of the act, omission or request.

All Goods in storage pursuant to Clause 5.2.3 shall be at the Customer's risk in respect of all accidental or negligent loss and/or damage and/or deterioration.

5.4 Where more Goods are delivered than have been ordered by the Customer the Company will accept the return of such Goods as exceeded the original order quantity only if notification of such excess is made in writing by the Customer to the Company within 14 days of delivery and if return of such Goods as exceeded the original order quantity is then made by the Customer within 7 days of such notification, failing which such Goods as exceeded the original order quantity shall be deemed to have been purchased by the Customer at the contract price rate.

6. Acceptance of goods

- 6.1 The Goods shall be deemed to have been accepted by the Customer on delivery unless the Customer shall notify the Company in writing of non-acceptance of the Goods within a period of 10 days of any breach of any condition herein contained.
- 6.2 No Goods delivered by the Company to the Customer shall be delivered by the Company or accepted by the Customer on a "sale or return" basis.

7. Payment

- 7.1 Unless otherwise agreed by the Company invoices (except those rendered as part of any agreed extended credit scheme) shall be settled by the Customer within 7 days of the date of invoice.
- 7.2 The Company shall be entitled (without prejudice to any of its other rights and remedies in connection with late payment) to charge the Customer interest at the rate of 3% per annum above the base rate of Lloyds TSB Bank plc from time to time on a daily basis on all amounts due but unpaid.
- 7.3 If the Customer defaults in making any payments or being an individual is subject to any order in any bankruptcy or being a company executes any assignment for the benefit of its creditors or enters into voluntary or compulsory liquidation or suffers a receiver to be appointed over all or any part of its assets or becomes unable to pay its debts as they fall due, the Company may at its sole option and without prejudice to any of its other rights or remedies cancel any undelivered Goods or incomplete portion of the contract and stop any Goods in transit.
- 7.4 In the event that the Company shall cancel all or any part of the contract pursuant to Clause 7.3, the Company shall for the avoidance of doubt be entitled to claim against the Customer in respect of any loss or damage sustained by the Company due to non-compliance with the terms of the contract by the Customer.
- 7.5 Without prejudice to the foregoing provisions of these terms and conditions, all deliveries shall be subject to the approval by the Company of the Customer's credit worthiness. The Company reserves the right at any time before or during the performance of the contract (including for the avoidance of doubt where partial payment on account of the contract has been made by the Customer) to require from the Customer satisfactory security for the due performance of the Customer's obligations. Refusal to furnish such security shall entitle the Company to suspend any further deliveries until such security is furnished or to cancel the contract or so much of it as remains unperformed without prejudice to any rights and remedies which the Company may have against the Customer in respect of breach of contract or otherwise.

- 7.6 The Customer shall not be entitled to withhold suspend or set off payment for Goods delivered for any reason whatsoever.
- 7.7 Cheques and postal orders in favour of the Company shall be made payable to Anglian Compressors and Equipment Limited and posted to the Company's registered office as defined in Clause 1.1 above.

8. Retention of title

- 8.1 Unless otherwise notified in writing to the Customer the Goods shall remain the property of the Company until the price (together with any interest and all other sums due from the Customer) shall have been paid in full and the Customer shall store the Goods in such a way that they can be identified as the property of the Company.
- 8.2 If the Customer shall sell or dispose of the Goods to any third party before the price (and any interest and all other sums due from the Customer) shall have been paid in full it shall not give any warranties or incur any liability on behalf of the Company in connection with the sale or disposal of the Goods and any proceeds resulting therefrom (or claim thereto) shall belong to the Company to the extent of sums due from the Customer to the Company in respect of the Goods.
- 8.3 If the Goods are used as a component in the production of other goods or as part of a mixture of other goods then the proceeds of sale or other disposal of such other goods shall belong to the Company to the extent of such sums due from the Customer to the Company.
- 8.4 Any failure on the part of the Customer to pay the price when due shall give the Company the right (without prejudice to any of its other rights or remedies) to repossess the Goods with or without prior notice and to enter upon any premises on which the Goods may be for the purposes or repossession.
- 8.5 For the avoidance of doubt and without prejudice to any of the foregoing provisions of this Clause 8, the Company shall, where the price and any interest and all other sums due from the Customer shall not have been paid in full, have the right at any time after delivery of the Goods by the Company to bring legal proceedings against the Customer for the price, together with interest and all other sums due from the Customer.

9. Risk of Loss

- 9.1 Notwithstanding the provisions of Clause 8, the risk of destruction or loss or damage shall pass to the Customer on delivery of the Goods.

10. Loss/damage in transit

- 10.1 Where the Company is responsible for transporting the Goods then: -
- 10.1.1 Claims for loss or damage in transit will not be entertained where an unqualified receipt has been given by the Customer in respect of the Goods.
- 10.1.2 The Company shall not be liable for non-delivery unless the Customer sends written notice of such non-delivery to both the Carrier and the Company, such notice to be received by the Company within 14 days of the date of invoice.
- 10.1.3 The Company shall not be liable for any short delivery unless the Customer sends written notice to both the Carrier and the Company, such notice to be received by the Company within three working days of the delivery date.
- 10.1.4 The Company shall not be liable for damage to Goods in transit unless the Customer sends written notice to both the Carrier and the Company, such notice to be received by the Company within three working days after the date of delivery.
- 10.1.5 The Company shall not accept any other claims in respect of Goods delivered unless made in writing by the Customer and received by the Company within 10 days after the date of breach of any term or condition herein contained.

11. Warranty

- 11.1 For Goods or components not manufactured by the Company, the company shall pass on to the Customer where possible the warranty given by the original manufacturer.
- 11.2 Any warranty given by the Company in respect of Goods supplied in the UK (but excluding Goods under Clause 11.1) shall apply only if the Goods have been located, installed, operated and maintained strictly in accordance with good engineering practice, the Company's data sheets, instructions and drawings. Any such warranty given by the Company does not apply to damage sustained in transit.
- 11.3 The Customer must give the Company in writing a full description of the fault as soon as possible if a warranty claim occurs and the defective Goods must not be used until repairs are carried out by the Company.
- 11.4 The Customer shall notify the Company of any such claim within one week of the end of the warranty period.

12. Exclusion

Except as provided by these Terms and Conditions and subject as set out below, the Company shall not be liable for:

- 12.1 Any loss or damage of whatsoever kind or howsoever caused (other than death or personal injury arising from the Company's negligence) caused to the Customer or any third party and any term condition warranty or representation to the contrary (other than under section 12 of the Sale of Goods Act 1979) whether express or implied is excluded except insofar as such exclusion is not permitted by law; or
- 12.2 Any representation written or oral made to the Customer by the Company or by anyone on behalf of the Company before the contract is made, unless specifically agreed in writing by a Director of the Company that the said representation is a term of the contract.

In the case of a contract for the international sale of Goods, all guarantees, warranties and/or conditions (including any conditions and/or warranties as to quality or fitness for any purpose) whether express or implied by statute common law or otherwise are hereby expressly excluded and negated.

13. Force Majeure

- 13.1 The Company shall not be liable in any manner whatsoever for any breach of contract or delay in performance of its obligations insofar as such breach or delay arises by reason of circumstances beyond its reasonable control.
- 13.2 For the avoidance of doubt and without prejudice to the generality of Clause 12.1 above, the Company shall not be liable for any breach of contract or delay in performance of its obligations caused by lock out, strike or any other action taken by employees in contemplation or furtherance of trade dispute.

14. Waiver

No waiver either direct or by operation of law or any default in strict compliance with or performance of any provision term or condition of this contract or of any breach thereof on the part of the Customer shall be held or deemed to be a waiver of any subsequent failure of or strict compliance with the performance of each and every term and condition of this contract.

15. Governing law and jurisdiction

The Contract shall for all purposes be governed and construed in accordance with the laws of England and the Company and the Customer hereby submit to the jurisdiction of the English Courts.