

(HEREINAFTER REFERRED TO AS "THE COMPANY")  
**STANDARD CONDITIONS OF SALE**

- 1. QUOTATIONS:**  
Unless previously withdrawn all quotations are open for acceptance within 14 days only from the date thereof and are subject to confirmation by the Company at the time of acceptance by the customer. The acceptance of the Company's quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith and effect delivery or service in due course.
- 2. DESCRIPTION:**  
All descriptive specifications, drawings and particulars of weights and dimensions submitted with the Company's quotations are approximate only and the descriptions and illustrations contained in the Company's catalogue, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract. The Company reserve the right to modify without notice the designs and specifications for the materials used in its products and substitute reasonably equivalent manufactured items. The buyer acknowledges that adequate information about the use and safety of the equipment is available.
- 3. ORDERS:**  
The Company reserve the right to accept or refuse orders and also to cancel or suspend delivery of any uncompleted orders.
- 4. DELIVERY:**  
Delivery shall be made to the place notified by the customer. The Company attach great importance to meeting quoted delivery dates and time for service but under no circumstances will either accept liability or be held to be liable for any failure to meet delivery dates and times no matter what the reason for the said failure. Any time quoted for despatch is to date from receipt by the Company of a written order to proceed and of all necessary information and drawings to enable it to put the work in hand. The buyer is responsible for receiving and unloading the equipment and checking such equipment in the presence of the Carrier and in the event of shortage and/or damage the Carrier's ticket must be endorsed accordingly. Claims with regard to non-delivery, damage, errors in despatch or disconformity with order must be made in writing to our Registered Office within seven days of the date of delivery (or stated delivery date) or of the Company's invoice whichever is earlier or such shorter period as may be specified by the carriers. Customer shall also be responsible for giving the carriers any requisite notice of any claims with regard to damage in transit. The Company reserve the right to make additional charges (including a storage charge) where it is prevented by the customer making delivery or effecting installation, erection, commissioning or service or where delivery is suspended pending payment. The Company reserves the right to deliver in more than one consignment in which event each consignment will be paid for in accordance with the terms quoted in default of which the Company reserves the right to withhold further deliveries.
- 5. CARRIAGE:**  
Unless otherwise specified, the Company's quotation includes delivery by any method of transport at the Company's option to any part of the mainland of Scotland. When packing cases or crating is required these will be charged for unless specifically allowed for in the quotation.
- 6. INVOICING:**  
Unless otherwise stated in the Company's quotation:  
The customer may be invoiced for the equipment (which term includes any part or parts thereof) upon
  - i. Despatch from the Company's premises or
  - ii. Delivery to customer's premises or arrival at dock in the case of direct shipment or
  - iii. The expiration of seven days from the date when notification that the equipment is ready for despatch is forwarded to the customer.Whichever event first occurs
- 7. PAYMENT:**  
Payment is due within 30 days of the date of invoice or delivery of goods whichever is earlier unless otherwise stated in the Company's quotation. In the event of non-payment of any invoice on the due date the Company shall have the right at its sole discretion to withhold further deliveries until payment is received and shall incur no liability for loss of any kind whatsoever suffered by the customer in respect thereof. Should the Company be prevented by the customer from making delivery on the due date payment will fail due as if the goods had been delivered on the due date. No ownership in any equipment (which term includes any part or parts (thereof) shall pass until full payment has been received by the Company thereof.
- 8. CUSTOMER'S RISK:**  
Notwithstanding the Company's ownership, equipment shall be entirely at the customer's risk as from the date of delivery. When the Company is to install or erect equipment the installation or erection will be in a workmanlike manner, but the Company shall not be responsible for any damage done to property occasioned by the work of installation or erection.
- 9. WARRANTY:**  
The Company gives no warranties other than those provided by the manufacturer's standard warranty the terms of which may be obtained from the manufacturer on request and such warranties as are specifically provided by statute. When legally acceptable the manufacturer's warranty shall take precedence over the statutory warranty. The Company give no warranties with regard to installations, erections or servicing performed except those specifically provided by statute. All other warranties are excluded. Unless proved to be due to negligence on the part of the Company or its servants or agents the Buyer shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to persons and/or damage to property caused by or in connection with or arising out of the use of the equipment and in respect of all costs and charges in connection therewith whether arising under statute or common law.
- 10. CONSEQUENTIAL LOSS:**  
The Company accepts no liability for any consequential loss, damage, claims and liability of any kind arising from any cause whatsoever whether or not such liability is due to the negligence or omission by the Company or any of its employees or others acting on its behalf.
- 11. PATENTS:**  
In the event of any claim being made or action being brought against the customer in respect of infringement of patents by the use, manufacture or sale of the goods supplied by the Company to the customer hereunder the customer shall make no admissions in respect thereof but shall notify the Company and the Company shall be at liberty with the customer's assistance. If required, but at the Company's expense to conduct all negotiations for settlement of the same or any litigation that may arise therefrom; subject to such notification and provided that no such goods or any part thereof shall be used for any purpose other than that for which they were supplied to the customer the Company will indemnify the customer in respect of any such claim or action always provided that notice of any such claim has been given in writing to the Company by the customer within seven days of the receipt thereof by the customer.
- 12. TAXES:**  
Any contract unless otherwise stated excludes custom and import duties and other taxes. The customer shall be responsible for all customs and import duties and other taxes imposed up to and including the actual date of delivery or performance. Unless otherwise stated all quotations exclude Value Added Tax which shall be paid by the customer at settlement at the rate current at the tax point, if applicable.
- 13. STATUTORY REQUIREMENTS:**  
The Company shall be responsible for complying with and giving all notices required by any Acts of Parliament or any order made under an Act of Parliament or any regulation or bye law of any local authority or any statutory undertaking which has any jurisdiction with regard to the manufacture of the equipment and/or the installation, commissioning or servicing of the same of which it is aware. The customer shall pay and indemnify the Company against any liability in respect of any fees or charges legally demandable under any Act of Parliament, any instrument, rule or order made under any Act of Parliament or any regulation or bye law of any local authority or any statutory undertaking. It shall be the customer's responsibility to bring to the notice of the Company all such statutes, instruments, rules, orders or bye laws at a date prior to the date of quotation.
- 14. FRUSTRATION OF ORDER:**  
The Company shall incur no liability to the extent to which the fulfilment of any obligations or any part thereof is prevented, frustrated or impeded as a consequence of conforming with any rules or regulations whether Parliamentary, parochial or by any other authority or by any cause beyond the Company's control. The Company shall also be entitled to cancel the contract without liability in the event of any necessary licence or consents not being forthcoming.
- 15. ALTERATION OF CONTRACT:**  
Any provisions or conditions contained in a customer's order or correspondence which conflict with or are in addition to these conditions shall be excluded unless otherwise expressly agreed by the Company in writing. The placing of an order by the customer with the Company shall be deemed to be an acceptance of these conditions by the customer without modification. No part of any order may be assigned or sub-let without the Company's written permission. The Company may assign however or sub-let the contract in whole or in part at its sole discretion.
- 16. ABRITRATION:**  
If at any time any question, dispute or difference whatsoever shall arise between the Company and the customer upon or relating to or in connection with the contract the same shall be referred to a single arbiter to be mutually agreed upon or failing agreement within fourteen days of notice in writing by one party to the other party of the existence of the dispute or difference to be appointed by the Dean of the Royal Faculty of Procurators, Glasgow. Said Arbiter shall have power to award expenses and his decision shall be final.
- 17. LEGAL CONSTRUCTION:**  
The contract shall in all respects be construed and operated as a Scottish contract and in conformity with the Laws of Scotland.