

MURRAY GIBSON SERVICES LTD  
GENERAL CONDITIONS OF SALE

1. All orders are accepted on the understanding that they are irrevocable.
2. Prices for goods, accessories and work are subject to revision without notice during the performance of the Contract if any alteration take place in the cost to the seller, whether relating to the cost of materials, labour rates, carriage, and incidence of tax other Government levy or otherwise.
3. When prices include delivery, we will not be liable for damage in transit. Unless specified in the quotation, our price is ex works and excludes delivery charges. Customers are advised to examine goods on delivery and sign accordingly, in the event of damage or shortage, a claim must be made by the Buyer against the carriers, and advice sent to us for following up. Claims for non-delivery must be notified to us within 2 days of the despatch date to enable us to notify the carriers and establish a valid claim. Delivery is Kerb side delivery and lifting of plant / equipment from lorry or trailer is client's responsibility unless quoted otherwise.
  - 3a) Notification of any disputes must be made in writing within 5 days of the invoice date, time being of the essence.
  - 3b) The Owner / Seller (Murray Gibson Services Limited) reserves the right to charge interest (see 21) on all outstanding Monies outside the agreed credit terms, interest and compensation will be claimed under The Late Payment and Commercial Debts(interest) Act 1998, Interest will continue to accrue up to date of settlement.
  - 3c) All accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All Accounts, without exception, will be subject to a surcharge of 15% plus vat on Limited Companies/Public Sector Body debts and 20% plus vat on Consumer/Non-Limited Commercial debts to cover our cost in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
  - 3d) Referred invoice will incur approximately 25% charges, it pays to pay on time. If you are a good Business that pays its outstanding invoices quickly and on time, Murray Gibson Services Limited thanks you sincerely.
  - 3e) Due to changes by HMRC VAT, reverse charge of VAT we, will assume you are the end user and VAT will be charged. This also applies to any work. Your status regarding this must be notified to Murray Gibson Services Limited, Works subject to specific Vat rates i.e., abandoned Property conversion, new build tec. It is you the Customer /Hirer/buyer/Client responsibility to inform Murray Gibson Services limited of your VAT status immediately including all relevant documents and certificates required to verify your status.
4. Charges made for returnable materials / Equipment / packing cases will be credited in full only if returned undamaged, carriage paid, within one month, to us or to our manufacturers, whichever we shall have stipulated.
5. We endeavour to fulfil all orders promptly, but any time stated for delivery is approximate only, and may be subject to delays over which we have no control. We disclaim any liability arising out of a late delivery.
6. Unless otherwise agreed in writing, the prices quoted do not include installation nor commissioning.
7. Should you require the presence of the manufacturer's electrical or mechanical engineers during the initial trails of equipment for certain products, we can arrange for the attendance of qualified technicians. Such visits will be subject to their normal scale service charges, plus travelling and subsistence expenses. Please note that the manufacturers do not find it necessary to carry large service staff, and therefore require at least minimum of 10 days' notice.
- 8 a) Except for those goods and articles which are guaranteed expressly by the seller, the seller makes no representation whatsoever and gives no guarantee or

warranty in respect of any goods or articles, manufactured, sold or supplied by the Seller, and all conditions and warranties whatsoever, whether statutory or otherwise are hereby expressly excluded.

- 8 b) It is an expressed condition of any contract that the Seller does not accept any liability whatever in the contract or in tort for any injury, loss or damage, caused to any person or property by reason or arising out of the use of any goods or materials manufactured, sold or supplied by the Seller whether guaranteed by the Seller or not.
- 8 c) Parts which are not of our manufacture are expressly excluded from any guarantee that may otherwise have been given. We will however give you a guarantee equivalent to guarantee (if any) which we may have received from the supplier of such parts in respect thereof.
- 8 d) With sales of second hand equipment / materials or Plant no warranty or guarantee is given or implied and in particular the Seller makes no warranty that the goods are suitable for the purpose for which they are required and any implied condition to this effect is hereby excluded. Purchaser / Hirer / Buyer (Customer) must satisfy himself prior to use that the equipment will conform to relevant Health & safety at Work Acts, and I.E.E. earthing and wiring regulations. Title to these goods does not pass until paid in full.
- 9) Title of these goods does not pass to the purchaser until payment has been received in full – Late Payment of Commercial Debts (Interest) Act 1998.
- 9 a) Title goods shall not pass to the buyer until all sums due to Murray Gibson Services Ltd have been paid in full.
- 9 b) As long as the buyer remains in possession of the goods whilst title thereto remains with Murray Gibson Services Ltd the buyer shall: -  
i) Be bailee of the goods for Murray Gibson Services Ltd.  
ii) The buyers shall store the goods separately from any other goods so that they are identifiable as the property of Murray Gibson Services Ltd.  
iii) all goods and materials delivered to site by us or on our behalf and destined for, or incorporated into, our works, shall remain our property until they have been paid for and all outstanding invoices of ours have been settled. We reserve the right to enter any premises, site or compound which is in your possession or control, in order to recover such goods and materials in default of payment.
- 9 c) Failure to make payment in accordance with the terms shall entitle Murray Gibson Services Ltd to trace and repossess the goods whether or not they have been installed elsewhere or to trace the proceeds resulting from the sale of the goods irrespective of the appointment of any Receiver or Liquidator and to enter any lands or premises where the goods or proceeds are located to exercise this right.
- 9 d) In event of the buyer incorporating the goods with any other goods in a manufacturing process or otherwise altering the goods in any way the products so produced shall be the property of Murray Gibson Services until title of the goods themselves would otherwise have passed to the buyer under these conditions and Clause (d) hereof shall apply to such products as it applied to the goods.
- 9 e) Notwithstanding anything herein contained the goods shall be at the buyer's risk forthwith upon delivery and the buyer shall be liable to insure the same and shall pay all sums due under this Order/Contract whether or not the goods are lost, destroyed, damaged or stolen.
- 9 f) The items of contract set out in para. (a) to (e) inclusive above do not entitle the buyer to return the goods or refuse or delay payment on the grounds that the property in them has not passed to him.

10. In the event of Murray Gibson Services Ltd accepting any deposit or part-payment, the full balance outstanding must be paid within one month thereafter or within such other time limit as shall have been agreed in writing. Failure to comply with this condition shall entitle Murray Gibson Services Ltd to re-sell the goods and to retain any deposit or part-payment, received in respect thereof, and to claim any further damages arising from the breach of this condition, or this agreement.
11. Unless otherwise agreed in writing, in the event of goods, whether paid for in full or not, remaining in the custody of Murray Gibson Services Ltd for more than 30 days from the date of sale these will be held only at the buyer's risk and will without any further notice incur storage charges.
12. All servicing and repair work carried out on our own client's premises are carried out at owners' risk, and no contractual liability is accepted from whatever cause.
13. This Contract shall be governed and interpreted according to the Law of England and Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts.
14. As all or any of the Goods or some part or constituent of them have been purchased by the company under a contract containing a provision reserving title or other property right therein to the vendor thereof the Company shall be liable to transfer to the Customer only such title as the Company may itself have in the Goods.

#### LIMITATIONS OF LIABILITY

15. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any misunderstanding or mis-representation, or breach of any implied warranty, condition or other term, or breach of any duty at common law or under the express terms of the contract, for any direct loss or expense and/or any indirect loss or expense suffered by the Customer or liability to third parties incurred by the Customer and/or for any consequential loss or damage, (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions and the customer's attention is in particular drawn to the provision in this clause.
16. Without prejudice to the Company's other rights hereunder the Company's total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from the Company's negligence or otherwise) shall not in any event exceed the Contract price for the Goods.

#### TERMS OF PAYMENT

17. Prices are strictly nett. No deduction is allowed for earlier settlement than specified.
18. Payment for certain products, services is due before dispatch.
19. All credit accounts are due for payment before the end of the month following the date of dispatch.
20. The Purchaser shall not be entitled to without or defer any part of the payment as a Retention Sum unless this has been previously agreed and accepted by us in writing.
21. Interest as 10% above the current base rate of Svenska Handelsbanken AB shall be payable by the buyer on all overdue accounts. All accounts beyond our Credit Terms will be passed to debt Collection Agency Sinclair Goldberg Price Ltd see (3c,3d)

Registered Office Stephenson Road, Durranshill Industrial Estate, Carlisle, Cumbria, CA1 3NX  
Regd in England No. 4794290