

TERMS OF BUSINESS—SALES

- 1. GENERAL.** The acceptance of any tender includes the acceptance of the following terms and conditions but in case of conflict between these terms and conditions and any terms or conditions appearing on the face of our tender the latter terms or conditions shall be paramount.
 - 2. VALIDITY.** Unless previously withdrawn our tender is open for acceptance by you within thirty days only from the date thereof (when no other period is stated), and is subject to confirmation by us at the time of such acceptance. When your acceptance is confirmed by us in writing, a contract upon the terms and conditions specified in Clause 1 hereof shall be deemed to subsist between us. In the absence of a written acceptance by you our written confirmation of your verbal acceptance shall be deemed to be the equivalent of your written acceptance.
 - 3. LIMITS AND VARIATION OF TENDER OR CONTRACT.** Our tender and any resulting contract between us includes only such goods and work as are specified therein. No agent or representative has authority to make any addition to or variation in our tender or to any resulting contract between us and we accept no responsibility for any such addition or variation unless we specifically confirm it in writing in clear terms.
 - 4. SPECIFICATIONS, DRAWINGS, ETC.** All descriptive and forwarding specifications, drawings and any particulars of weights, dimensions, capacity and performance submitted with any tender are approximate only, and the descriptions and illustrations contained in our catalogues, price lists and other advertising matter are intended merely to present a general idea of the goods described therein. None of these data shall form part of a contract, nor shall the goods concerned be deemed to be sold by description. After confirmation of any order a set of certified drawings will be supplied if required. Any design, drawing, plan, model, sample or estimate prepared by us remains our property and must not be submitted to any other person or reproduced in whole or in part without our written consent.
 - 5. COMPLIANCE WITH REGULATIONS AND OTHER LEGISLATION.** Any undertaking that goods will comply with the Rules, Regulations or Specifications of any licensing or other authority, body or person shall only be binding in so far as the aforesaid Rules, Regulations or Specifications are known to us at the time of confirming the order. It is for you to obtain any necessary permissions from such authority. If the coming into force or application of any legislation, Governmental Order, regulation, requisition instrument, control, decree or promulgation shall prevent or restrict directly or indirectly the performance by us of the contract, we reserve the right to do any one or more of the following:
 - (a) To suspend or delay despatch or delivery of the goods until such time as it may be reasonably practicable to despatch or deliver the same.
 - (b) To use substituted materials for any specified in our tender provided that such substituted materials are in our view an adequate substitute for the materials so specified.
 - (c) To cancel the contract or any uncompleted portion thereof and on such cancellation neither party shall have any claim against the other save in respect of goods delivered prior to such cancellation.
 - 6. EXTRA COST.** Your acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith. In the event of the non-commencement or suspension of the work by your instructions or lack of instructions, the contract price may be increased to cover any extra cost thereby incurred by us. In any event we are at liberty to amend the tender price to cover any increase in costs which may arise after the submission of the tender. Any model or sample submitted must be returned carriage paid within one month from despatch or the same will be charged to your account.
 - 7. TESTS.** Our manufactures are carefully inspected and submitted to our standard tests at our Works. If special tests are required, these will be charged extra.
 - 8. PACKING CASES, CONTAINERS, ETC.** These are charged at cost and will be credited in full if returned in good condition carriage paid within one month from the date of despatch.
 - 9. STORAGE.** If you have not provided forwarding or shipping instructions within seven days after date of notification that the goods are ready for despatch, you are to take delivery and arrange for storage, and will be deemed to have taken delivery and the goods will be accordingly at your risk, subject to our lien thereon and other rights, if any, as unpaid sellers (whether of these or other goods supplied to you) and for storage charges. We are prepared, however, if our storage facilities permit, to store the goods, making a charge for storage and fire insurance until the goods are despatched. In this event the goods shall be paid for as if they had been despatched and shall be deemed to have been at your risk at all times after notification that they were ready for despatch. Any charges for storage or demurrage after despatch must be paid for by you.
 - 10. DESPATCH.** Any undertaking to despatch within a given period is to date from receipt by us of a written or telegraphed order to proceed and of all the necessary information to enable us to put the work in hand. We will use our best endeavours to despatch within the given period, but such period is to be treated as an estimate only and we will accept no liability for failure to do so unless a guarantee shall have been given in writing under an agreed sum as liquidated damages for late despatch and you have suffered loss by our delay. Should despatch be hindered or delayed by your instructions or lack of instructions or by any cause whatsoever beyond our reasonable control, including strikes, lockouts, railway embargoes, insurrections, riots, war, malicious act of a third party, action by civil or military authorities, fire, flood, storm, tempest, act of God, drought, explosion, power cuts, unusual inclemency of the weather, breakdown of machinery, accidents, epidemics, defective material, faulty castings or forgings, scarcity of material or delay in deliveries by third parties, a reasonable extension of time shall be granted or the contract may at our option be annulled, such option to be exercised and notice thereof to be given to you in writing at any time during the period fixed for despatch.
 - 11. DELIVERY.** Unless otherwise specified in any tender the price quoted is free on rail (f.o.r.) our nearest railway goods station in the United Kingdom and does not include delivery, and the risk of any loss or damage to or deterioration of the goods or their packing from whatsoever cause arising shall be borne by you from the time of despatch from our premises without prejudice however to the terms of Clause 9 hereof.
 - 12. DAMAGE OR SHORTAGE IN TRANSIT.** When the price quoted includes delivery, we will repair or replace free of charge goods damaged or lost in transit provided that the carriers and ourselves receive written notification of such damage or loss within three days of receipt but not otherwise.
 - 13. RETURN OF GOODS AND/OR CANCELLATION.** Orders for goods which are not our standard current products are only accepted on condition that cancellation or return cannot be accepted by us. Cancellation of orders for, or return of current standard products cannot be accepted without our previous consent in writing and on terms which will indemnify us against all loss. In any case our costs for work done will be charged.
 - 14. GENERAL LIABILITY AND MAINTENANCE GUARANTEE.** In lieu of any warranty, condition or liability implied by law our liability in respect of any defect or failure of the goods supplied subsequent to delivery or for any loss, injury or damage attributable thereto is limited to making good by replacement or repair defects which, under proper use and conditions appear therein and arise solely from faulty design, material and workmanship within a period of twelve calendar months after the original goods shall have been first despatched or you have been notified that they are ready for despatch. At the termination of this period all liability on our part ceases. The replacement or repaired parts will be delivered free PROVIDED always that (a) defective parts are promptly returned free to our Works, unless otherwise arranged and (b) liability under this clause shall not extend to the replacement or repair of any goods rendered defective while under your control by fair wear and tear, excessive condensation or corrosion or to the replacement or repair of goods to which repairs have been made or attempted by any person not in our employ.

Unless otherwise specified in our tender we do not represent or warrant that goods supplied by us or their capacity or performance are fit for the purpose for which you require the same. If any defect arises directly or indirectly from the use to which you have put the goods or the manner in which you have used the same, this Guarantee shall not apply. Any defective part for which we supply a replacement shall become our property. We are not to be held liable for stoppages or any consequential loss or damage arising out of work done or services rendered under any contract.

This Guarantee does not apply to reconditioned or second-hand goods. In the case of goods not of our manufacture you are entitled to the benefit of any Guarantee given to us in respect thereof.

In cases where we contract to erect plant our sole liability for accidents and damage until the plant shall have been taken over shall be as follows: We will indemnify you against direct damage or injury to your property or person or that of others caused by the negligence of ourselves or our servants, but not otherwise, to the extent of repairing the damage to property or compensating the personal injury PROVIDED (a) that such damage or injury is not caused or does not arise wholly or partially from the acts or omissions of yourselves and others, or is not due to circumstances over which we have no reasonable control and (b) that our total liability shall not exceed the total value of the contract.
 - 15. PATENTS.** In the event of any claim being made or action being brought against you in respect of infringement of patents arising in the United Kingdom and Eire (but not otherwise) by the manufacture and sale by us of goods supplied to you hereunder, you are to notify us immediately, and we shall be at liberty with your assistance if required, but at our expense, to conduct if necessary in your name all negotiations for the 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 we supply them, we will indemnify you in respect of any such claims. This indemnity shall not apply to goods not manufactured by us or manufactured by us pursuant to a design or instruction supplied or given by you.
 - 16. TERMS OF PAYMENT.** Payment in respect of any of the goods shall be due in full on despatch or on notification that the same are ready for despatch. Without prejudice to our right to immediate payment there shall be paid to us interest at the rate of 5 per cent per annum on any sum payable to us in accordance with these terms of payment computed from the date on which such sum became payable until the date of actual payment.

Any liability on our part under these terms and conditions is subject to these terms of payment and to the performance of all your other obligations to us under the contract being strictly observed.
 - 17. ARBITRATION.** If during the period of the Guarantee referred to in Clause 14 hereof any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement of some person appointed by the President for the time being of the Institution of Electrical Engineers (of Great Britain). The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1950, or any statutory modification or re-enactment thereof.
 - 18. LEGAL CONSTRUCTION.** Any contract subsisting between us shall in all respects be construed as an English contract and shall be subject to English law. The titles of the clauses do not form part of the same and shall not affect their construction.
 - 19. NOTICE.** Any notice or demand by us to you shall be sufficiently given or made if sent in writing by post or otherwise to your address as appearing in our tender or to any other address which you in any communication to us purport to have and such notice or demand shall be deemed to have been given or made at the time at which it would have been received in the ordinary course of post if sent by post and if sent otherwise at the time it was actually delivered at such address.
- EXPORT TERMS ONLY. DELETE CLAUSES 8, 12, 16, ABOVE. ADD CLAUSES 20, 21, 22, BELOW.**
- 20. PACKING CASES, CONTAINERS, ETC.** Charged at cost and are not returnable.
 - 21. DELIVERY.** All freight charges, etc. (including Consular fees and the like) are charged as an extra at cost and such charges will include insurance which will be effected by us (unless we are notified to the contrary) unless otherwise stated in the tender. The causes beyond our control which may prevent despatch for the purposes of Clause 10 shall be equally applicable in respect of the shipping of the goods from the port concerned.
 - 22. TERMS OF PAYMENT.** Unless otherwise stated, export orders must be accompanied by remittance, or arrangements may be made for payment through a London Bank or Agent against irrevocable Letter of Credit. If we have received instructions to deliver to your Agents or the Bills of Lading are not taken out by us, then payment becomes due upon the presentation of our invoice and declaration that the goods are ready for despatch.