

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

ANGLIAN COMPRESSORS AND EQUIPMENT LIMITED

- 1. Definitions**

In these conditions:-

 - 1.1** "Company" shall mean Anglian Compressors and Equipment Limited, whose registered office is at Storeys Bar Road, Eastern Industry, Peterborough, PE1 5YS.
 - 1.2** "Customer" shall mean the person or firm who purchases the Goods and/or Services from the Company.
 - 1.3** "Goods" shall mean the goods (or any part of them) set out in the Order.
 - 1.4** "Order" shall mean the Customer's order for the Goods.
 - 1.5** "Services" shall mean the services supplied by the Company to the Customer as set out in the Order.
- 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, or commences the supply of the Services, whichever shall occur earlier.
 - 2.3** Unless otherwise agreed in writing by a Director of the Company these Terms and Conditions, 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 the Goods and/or Services if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.
- 4. Price**
 - 4.1** The price of the Goods and/or Services shall be the price set out in the Order.
 - 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 of Goods**
 - 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 unless agreed in writing otherwise and the Company shall incur no liability for failure to meet them and such failure shall not entitle the Customer to treat the contract as at an end.
 - 5.2** In the event that the Company is unable to fulfil the order within 21 days of the delivery date specified subsequent to its quotation in writing by the Company the Customer shall have the right to cancel the order by notice in writing without penalty.
 - 5.3** 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:
 - 5.3.1** Suspend performance of the contract; or
 - 5.3.2** Cancel the contract in whole or in part; or
 - 5.3.3** Store the Goods.
 - 5.4** In the event of the Company storing the Goods under Clause 5.3.3 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.
 - 5.5** 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.
 - 5.6** All Goods in storage pursuant to Clause 5.3.3 shall be at the Customer's risk in respect of all accidental or negligent loss and/or damage and/or deterioration.
 - 5.7** 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.
 - 5.8** If Goods are delivered by instalments, the Company shall have the right to invoice the Customer for each such delivery on a pro rata basis immediately upon the delivery being made and the payment provisions in these Terms shall then apply to each invoice.
- 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. Supply of Services**
 - 7.1** The Company shall supply the Services to the Customer in accordance with the Order in all material respects.
 - 7.2** The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
 - 7.3** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
 - 7.4** The Customer shall:
 - 7.4.1** co-operate with the Company in all matters relating to the Services;
 - 7.4.2** provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Company to provide the Services;
 - 7.4.3** provide the Company with such information and materials as the Company may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects;
 - 7.4.4** keep all materials, equipment, documents and other property of the Company ("Company Materials") at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Supplier's written instructions or authorisation.
 - 7.5** If the Company's performance of any of its obligations is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**");
 - 7.5.1** without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - 7.5.2** the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 7.5; and
 - 7.5.3** the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 8. Payment**
 - 8.1** The price for the Goods and/or Services shall be set out in the Order.
 - 8.2** Unless otherwise agreed in writing by the Company, invoices shall be settled by the Customer within 30 days of the date of invoice.
 - 8.3** Unless otherwise agreed in writing all invoices shall be paid without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
 - 8.4** If for any reason an invoice is unpaid at the expiry of the period set out in clause 8.1, the Company reserves the following rights:
 - a) To exercise its statutory right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002;
 - b) To despatch immediately invoices for orders currently being fulfilled;
 - c) To claim immediate payment of all invoices despatched;
 - d) To suspend delivery of the Goods or the supply of Services;
 - e) To be paid its legal costs arising out of non-payment on an indemnity basis.
 - 8.5** 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.
 - 8.6** 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 or where any part or parts of the order have already been delivered) 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.
 - 8.7** The Customer shall not be entitled to withhold, suspend or set off payment for Goods delivered and/or Services performed for any reason whatsoever.
 - 8.8** 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.
- 9. Retention of Title**
 - 9.1** Following delivery to the Customer the Company shall be legally and beneficially entitled to the ownership of the Goods until payment of all debts owed by the Customer to the Company and all invoices drawn by the Company against the Customer (whether then due for payment or not) has been made.
 - 9.2** If the Customer shall sell or dispose of the Goods or any of them 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.
 - 9.3** 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.
 - 9.4** 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 or any other goods which remain the property of the Company by virtue of clause 8.1 above with or without prior notice and to enter upon any premises on which the Goods may be for the purposes of repossession.
 - 9.5** 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.
- 10. Risk of Loss**

Notwithstanding the provisions of Clause 8, the risk of destruction or loss or damage shall pass to the Customer on delivery of the Goods.
- 11. Loss/Damage in Transit**
 - 11.1** The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Company notifies the Customer that the Goods are ready. Delivery is completed on the completion of unloading the Goods at the delivery location.
 - 11.2** The Company shall not be liable for any short delivery unless the Customer sends written notice to the Company, such notice to be received by the Company within three working days of the delivery date.
 - 11.3** The Company shall not be liable for damage to Goods in transit unless the Customer sends written notice to the Company, such notice to be received by the Company within three working days after the date of delivery.
- 12. Warranty**
 - 12.1** The company shall pass on to the Customer the warranty for the Goods given by the original manufacturer, which shall be for a period of 12 months unless otherwise specified.
 - 12.2** Any warranty given by the Company in respect of Goods supplied in the UK 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.
 - 12.3** The Customer must notify the Company of a full description of the fault as soon as reasonably practicable after discovery if a warranty claim occurs and the defective Goods must not be used until repairs are carried out by the Company.
- 12.4** The Customer shall notify the Company of any such claim within three working days of such discovery.
- 13. Exclusion**
 - 13.1** Nothing in these Terms and Conditions shall limit or exclude the Company's liability for:
 - 13.1.1** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 13.1.2** fraud or fraudulent misrepresentation;
 - 13.1.3** breach of the term implied by section 12 of the Sale of Goods Act 1979; or
 - 13.1.4** defective products under the Consumer Protection Act 1987.
 - 13.2** Subject to clause 0:
 - 13.2.1** The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and Conditions; and
 - 13.2.2** The Company's total liability to the Customer in respect of all other losses arising under or in connection with these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price set out in the Order.
- 13.3** 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.
- 14. Data Protection**
 - 14.1** Any personal data processing in connection with this contract shall be in accordance with our Privacy Policy, a copy of which is available on request.
- 15. Force Majeure**
 - 15.1** 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.
 - 15.2** 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.
- 16. 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.
- 17. Entire agreement**

This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter.
- 17.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 18. 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.