1. General
(a) The conditions shall come into force on our acceptance of the Buyer's order and shall apply also to any subsequent orders accepted by us unless excluded by specific written reference by the buyer and us.
(b) In any contract arising out of, or in connection with, the terms of the buyer's enquiry or order or any correspondence relating thereto these Conditions shall prevail except to the extent that (i) these Conditions are excluded by specific reference in writing and (ii) such exclusion is agreed to by us in writing.

2. Validity of Tender
Unless previously withdrawn, our tender is open for acceptance for the period stated therein or, if no period is stated within 30 days after date.

3. Acceptance of Order
The Buyer's order must be accompanied by sufficient information whether or not sufficient information has been provided shall be a matter for our discretion alone and clear instructions to enable us to proceed forthwith with the order. Unless previously withdrawn, if a contract is to be entered into and such contract is to constitute a contract until accepted by us and such acceptance has been notified to you by us in writing. Time is of the essence.

4. Catalogues, Drawings and other information
(a) Any measurements of weights and dimensions submitted with our tender are approximate only. Further, nothing in our catalogues, price lists and other advertisement matter, which are intended merely to present a general description of the goods described therein, shall in any way form part of the contract.
(b) All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other shall remain the property and their exclusive possession of the party submitting them unless otherwise agreed. Drawings, technical documents or other technical information received by one party shall not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
(c) The Seller shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Seller shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

5. Loss or Damage in Transit
(a) In cases where the tender provides for delivery other than at our works, we will repair free of charge, or at our option replace free of charge, goods damaged or lost in transit provided we and the Carrier's recognised agents are satisfied that cases of theft or damage are not occasioned by neglect or default on our part. We shall not be liable for any delay caused through such an event, nor for any loss occasioned thereby.
(b) For any claims for loss or damage in transit, we shall be entitled to subcontrac to the third party the task of recovering such loss or damage. If a claim is made by the Buyer alleging that any goods have been damaged in transit, such claim shall be made within a period of 6 months from the date of the relevant delivery note or accepted despatch note, whichever is the later. We may, at our option, instruct the Carrier to examine the goods in our name as third party, unless we have declined to do so, not as to impose on us a liability greater than that imposed on us by the preceding paragraphs of this clause.
(c) We will indemnify the buyer against damage or injury to the buyer's property or other harms to others directly caused by the negligence of us, our sub-contractors, or agents, or by defective design, workmanship or materials, but not otherwise, by making good such damage to property or compensating personal injury. Provided that:
(i) The defect has arisen prior to acceptance.
(ii) The claim for such damages has been notified to us within a period of three years from the date of delivery or of the time when the buyer discovered or should have discovered the defects.
(iii) Where the claim is made, the Buyer shall give a guarantee equivalent in the guarantee (if any) which we give in respect of the goods that the claims have been notified from the time of delivery or of the time when the Buyer discovered or should have discovered the defects, not so as to impose on us a liability greater than that imposed on us by the preceding paragraphs of this clause.
(d) We shall indemnify the buyer against damage or injury to the buyer's property or other harms to others directly caused by the negligence of us, our sub-contractors, or agents, or by defective design, workmanship, or materials, but not otherwise, by making good such damage to property or compensating personal injury. Provided that:
(i) The defect has arisen prior to acceptance.
(ii) The claim for such damages has been notified to us within a period of three years from the date of delivery or of the time when the Buyer discovered or should have discovered the defects.
(iii) Where the claim is made, the Buyer shall give a guarantee equivalent in the guarantee (if any) which we give in respect of the goods that the claims have been notified from the time of delivery or of the time when the Buyer discovered or should have discovered the defects, not so as to impose on us a liability greater than that imposed on us by the preceding paragraphs of this clause.

6. Limitation of Liability
(a) Any amount payable to us under the contract is overdue we may prejudice to any other right either specified in these Conditions or arising from the buyer's enquiry or order or any correspondence relating thereto.
(b) In no event shall the Seller be liable for any indirect or consequential loss or damage (whether arising from loss of profit or otherwise) which is not directly attributable to fraud or gross negligence on the Seller's part or to breach of contract. The Seller is not responsible for any loss or damage which results from the Seller's compliance with any specification, requirement, instruction or advice given by the buyer.
(c) The Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or condition of the goods and the Seller shall not be liable for the loss or damage which results from the buyer's improper use of the goods.
(d) The Seller shall not be liable for any damage to property caused by the Product after it has been delivered and whilst in the possession of the Purchaser. Nor shall the Seller liable for any damage to products manufactured by the Seller which have been incorporated into or are the result of a combination, assembly, or alteration of the Product (including spares) unless the Seller has been party to the design, manufacture, or supply of the Product.

7. Storage
If any goods have been agreed by the Seller to be packed for storage, the Seller shall at the Buyer's risk and expenses deliver to the Buyer within the acceptance limits specified in the contract the Buyer will be entitled to reject the goods but, before shipment of the Seller's goods to the Buyer, the Seller shall arrange and pay the cost of suitable storage, protection and insurance. If the Buyer is unable to take delivery and arrange for storage we shall be entitled to arrange storage at our Works elsewhere and all charges therefore, including insurance or demurrage, shall be payable by the Buyer. Storage charges shall be at the buyer's risk. In any of these events, we shall be entitled to be paid as though despatch, shipment or delivery had been made in accordance with the contract.

8. Limitation of Contract
(a) Nothing in this contract or in any other document relating thereto shall be interpreted as meaning that the Seller supplies or grants to the Buyer any property rights of any kind in any trade secrets, know-how, or other confidential information of the Seller or any of its predecessors in title.
(b) Any information provided to the Buyer in confidence shall remain the property of the Seller and the Buyer shall keep it confidential and shall not disclose it to any third party without the Seller’s prior written consent.

9. Tests
Any tests which shall be carried out and, unless otherwise agreed, tendered for despatch in accordance with our normal procedures. The Buyer’s representatives may attend such tests provided we receive notification of this intention at least 20 days before the agreed test date. If the Seller’s representatives are delayed, or if it has been decided by the buyer not to have any representatives in attendance, whether notified or not, entitled to proceed with the tests in their absence, and our bona fide certificate of the tests shall be final evidence of the performance achieved.

10. Performance
Any performance figures or results of tests given by us are based upon our experience and are therefore, to the best extent possible, accurate. Such performance figures or results are intended merely to give some indication of the performance of the goods or equipment. Such figures or results are to be taken as approximate only. Further, nothing in our catalogues, price lists and other advertisement matter, which are intended merely to present a general description of the products described therein, shall in any way form part of the contract.

11. Delivery Period
(a) The delivery date quoted is intended to be bound by the quoted date for despatch or delivery or the case may be and we shall fail to despatch, deliver or complete within that time or within any permitted extension thereof and in such an eventuality we shall without prejudice to any other remedy we may have, and without prejudice to any right, claim or remedy otherwise available to us, be entitled to pay for each complete week of delay, liquidated damages at a rate not exceeding 3% per week up to a maximum of 3% of that portion of the price in the contract which is referable to such portion of the contract goods as cannot in consequence of the delay be accepted by the Buyer.
(b) The payment is subject to a limit in respect of the Contract (itself) not exceeding the limit which is shown at the table which is found in the Schedule below for the period of delay.

12. Liability for Delay
We shall not be liable for any delay in delivery, despatch or completion subject to receipt by us of all necessary information and drawings to enable the work to be put in hand. All such times are estimates only and shall not involve us in any liability for failure to despatch, deliver or complete within the stated time. Any despatch, delivery or completion time shall be extended by such period as is necessary to enable us to complete such extra work or to rectify any defect in the work or materials used or in our opinion, lack of instructions, from the buyer or by industrial dispute or any cause whatever beyond our control.

13. Extra Cost
Extra cost incurred for any reason to variation of suspension of the work by the buyer's inadequate or unclear instruction or lack of instructions, or due to interruptions, delays, overtime, unusual hours, mistakes, or work for which we are not responsible, such extra cost shall be added to the contract price and paid for accordingly.

14. Terms of Payment
(a) In cases where goods are delivered shall be due within 30 days of the date of invoice unless otherwise agreed.
(b) If any amount payable to us under the contract is overdue we may prejudice to any other right either specified in these Conditions or arising from the buyer's enquiry or order or any correspondence relating thereto.

15. Bank Charges
All bank charges associated with payment are to be for the buyer’s account.

16. Price Adjustment
If by reason of any risk arising in the cost of materials, labour, transport, or sub-contracting, or of conforming to any Act of Parliament, order, regulation or by law made within statutory Authority by Government Departments or by local or other Authorities the costs to us of performing our obligations under the contract is increased, we will give the right to add the amount of such increase to the tender or order price, unless otherwise agreed in writing by us.

17. Goods ordered in accordance with the contract and delivered within the acceptance limits specified in the contract the buyer will be entitled to reject the goods but, before 3. Acceptance of Order the contract, the buyer will be entitled to reject the goods but, before