



## **TERMS AND CONDITIONS**

### **1. DEFINITIONS**

(a) The term 'Company' shall mean Basement Pumps Limited.

(b) The term 'Customer' shall mean any person, firm or company who purchases good and/or services from the Company.

### **2. CONDITIONS**

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company.

### **3. QUOTATIONS**

Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of thirty days the quotation may be subject to alteration to take account of increases in costs. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.

### **4. PUBLISHED PRICES**

Orders placed will be charged at prices current at the time of delivery.

### **5. DESCRIPTION AND QUALITY**

Illustrations, descriptions, weights and technical data in any of the Company's catalogues, price lists and statements (written or oral) made by any representative of the Company are provided to give customers an approximate picture and description only and do not form basis of any contractual liability.

No warranty or condition that the article shall accord with such illustration description, or statement is to be implied and any warranty or condition capable of or arising is hereby excluded. Designs of goods are subject to alteration without notice.

All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality, the Company can accept no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.

### **6. GUARANTEE**

If during the period of twelve calendar months from the date of supply by the Company of any products shall be proved by the customer to the satisfaction of the Company to be defective by reason of faulty design, or defective materials of manufacture, and the Company is notified within 7 days in writing of the alleged defect becoming apparent and the defective

products are returned carriage paid to the Company then the Company shall at its option and without cost to the Purchaser either repair or replace the defective product, provided however that:

(a) If without the prior written consent of the Company until the product has been paid for. The Company shall be under no liability whatsoever under this clause<sup>8</sup> and no allowance shall be made for any repairs or alterations so made.

(b) No liability for loss or damage shall attach to the Company until the product has been paid for. The Company shall be under no liability for loss or damage in respect of any product which has not in its opinion been properly installed, maintained and operated save as aforesaid. The liability of the Company in respect of products supplied or any loss damage, or secondary or remoter losses attributable thereto (directly or indirectly) is limited to making good by supplying replacements. At the expiration of the periods mentioned in the introduction of clause 8 hereof all liability on the part of the Company in respect of any product shall cease. The Company shall in no way be liable for any consequential loss or damage. The Company shall be under no liability whatsoever including (but without prejudice to the generality of the foregoing) any liability in sort for any defects in, or failure of, or unsuitability for any purpose of the products, whether the same be due (directly or indirectly) to any act, omission, negligence or wilful default of the Company or its servants or agents or to faulty design, manufacture or materials, or to any other cause whatsoever, including (but without prejudice to generality of the foregoing) any breach by the Company its servants agents of any terms of the contract to which these Conditions relate.

## **7. TEST AND INSPECTION**

Special tests in the presence of the Customer or his representative will be charged to the Customer unless otherwise agreed in writing. In the event of delay on the Customer's part or his representatives part in attending such tests, after 7 days notice of the time and place of such tests, the tests will proceed in the Customer's absence and shall be deemed to have been carried out in the Customer's presence.

## **8. PASSING OF PROPERTY AND RISK**

(a) the risk in the goods shall pass to the Customer on delivery.

(b) Title to the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company.

(c) As long as title in the goods remains vested in the Company and the goods are in possession or under the control of the Customer, the following provisions will apply:

i) the Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business.

ii) The customer shall separately store and keep clearly identified the goods from other goods.

iii) The Company may at any time on giving prior notice enter the premises of the Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorises the Company to enter upon its premises for that purpose.

iv) The Company may at any time revoke the Customer's powers in i) above by notice to the Customer if the Customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company under this or any other contract or if the Company has bonafide doubts as to the solvency of the Customer.

v) The Customer's powers in i) above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.

vi) Upon determination of the Customer's powers in i) above the Customer shall place the goods at the disposal of the Company who shall be entitled to enter upon any premises of the Customer for the purpose of removing such goods from the premises (including severance from realty where necessary).

vii) If goods are returned or repossessed in accordance with foregoing provisions the Company

shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all costs and expenses of the Company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.

## **9. DELIVERY**

Dates quoted for delivery are approximate only and in this respect time shall not be of the essence of the contract. It shall suffice for the Company to delivery within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances. Where the Company offers delivery to a site nominated by the Customer, then its obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking. In the event of any goods or any packing or container being delivered and deposited, whether on the public highway or elsewhere the Customer shall be responsible for all steps which need to be taken for the protection of persons or property in relation to such delivery. The Company cannot accept liability for any direct or indirect loss arising from delays caused by fire, flood loss or delay in transit, strike, lockout or from any other cause beyond the Company's reasonable control.

## **10. CANCELLATION OF ORDERS**

The Company reserves the right to charge the Customer for all costs incurred on cancelled orders.

## **11. EXAMINATION OF GOODS**

Goods must be examined forthwith on delivery. The Company shall replace any goods damaged or lost in transit to the place of delivery provided such damage or loss is reported to the Company within 3 working days of such delivery. No other liability shall be accepted by the Company in respect of any such damage or loss. Any rejection of the goods on any other grounds must be communicated to the Company within 10 working days.

## **12. CARRIAGE**

Carriage charges will be invoiced to the Customer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Customer's instruction the same conditions apply as for whole and complete deliveries.

## **13. LAW**

The contract between the Company and the Customer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of England.

## **14. PAYMENTS**

Payments are due in advance of any works taking place unless otherwise agreed. Cheques are not accepted. Bank transfer is the company's preferred method of payment. Any cancellations of work require 14 days notice. Any less will result in full payment of invoice issued being due. Payment from work with Subcontractors is due 30 days from the dated invoice. Late payments will result in late fees being added to accounts and further work being refused, and your account being put on stop.