



TERMS AND CONDITIONS

- Standard Terms & Conditions

1. The "Seller" means MON POWER-GEN. The "Buyer" means person, company or firm by whom the goods are purchased. The "Goods" means the goods subject to the contract to which these conditions apply.

2. The seller shall sell and the purchaser shall purchase the goods in accordance with any written quotation or proposal of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject to either case of the conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to any such quotation or proposal is accepted or purported to be accepted, or such order is made or purported to be made by the Buyer.

3. Prices are Ex Works unless otherwise quoted.

4. VAT is payable on all goods and services.

5. The Sellers quotation and proposals are valid for 30 days from the date of the communication to the Buyer.

6. Delivery dates are offered to the Buyer as a guide and therefore we accept no liability should delivery not coincide with the guide dates mentioned, whether this is due to factors within or outside our control.

7. In the event of the goods comprised in any contract being suspended or delayed by or pending the instruction of the Buyer or any lack of instructions from the Buyer, or in the event of any alterations to the contract agreed between the Buyer and the Seller, the contract price shall be increased to include the cost of any additional expenses incurred by the Seller as a result of any such alterations as aforesaid.

8. In the event of any claim being made or action brought against the Seller in respect of an infringement of patents and / or registered designs and / or trademarks or analogous rights as a consequence of the manufacturers or sale by the Seller of any goods to specifications or designs by the Buyer, then the Buyer shall indemnify the Seller against any such claims or actions.

9. The Seller warrants the Buyer that the goods supplied and incorporated by the Seller into the supply of new, or repair will free from defective materials and workmanship for the period of One (1) year from the date the Seller delivers to the Buyers agreed location provided that:

- a. The Buyer returns to the Seller the goods at the Buyers expense as soon as practically possible as within the period of warranty.
- b. The Sellers indemnity to the Buyer is limited solely to the replacement or repair (At the Sellers discretion) of the goods and does

include for any consequential losses for which we will not be liable.

c. The Buyer has not interfered with, or attempted to repair nor used the goods in any other way than those purpose made known to the Seller in writing at the time the Buyer's order was placed with the Seller and has taken all reasonable care in their use.

Clause 9 shall not apply if the manufacturers liability of the goods is expressed to be less than set out above and / or the goods have not been paid for in full within 30 days of the Sellers invoice.

10. All recommendations and advice given by the Seller or its servants to the Buyer or it's servants or agents or the Buyers own customers or their servants or agents as to the mode of storing, applying, or using the goods are given without liability on the part of the Seller.

11. Photographs and other illustrations or advertisements supplied by the Seller represent the goods specified therein in general terms but shall not to be construed as representing the specific goods in any individual contract nor shall they form any part or constitute any warranty or representation inducing any contract.

12. Figures given for the performance of the goods and accessories thereto vary in each case to the conditions; any particulars given to the capacity or consumption given either in the Sellers catalogue or in correspondence are approximate only and not to be construed as a guarantee or warranty or representation which induces or forms part of any contract.

13. Prices quoted and charged will be those ruling at date of despatch unless otherwise noted in writing.

14. Unless otherwise agreed in writing the payment shall be made within strictly thirty (30) days from the date of the Sellers invoice. Provided that if before delivery is made the Seller has reasonable grounds for doubting the Buyers intention or ability to pay the Seller, reserves the right to demand security from the Buyer or take such action as may appear suitable to the Seller to protect his interests.

15. The property in the goods shall not pass to the Buyer until receipt by the Seller of the total sale price, or in the case of the Seller accepting tender of any cheque, bill or promissory note when the same has been honoured. If the Buyer sells the goods before he has paid the Seller in full the Buyer shall hold the proceeds of sale on trust for the Seller and shall enter into a contract with the ultimate recipient of the goods whereby the Sellers title to the goods is preserved and whereby title to the goods shall not pass either to the Buyer or until such time the Seller has been paid in full.

16. Until the total sale price has been paid in full, the Buyer shall remain a bailee only and the goods shall remain the property of the Seller. On default by the Buyer, the Seller shall at any time take repossession and the Buyer shall indemnify the Seller against any loss or injury however so arising from his default. Any deposit will be lost if the buyer does not fulfil the price contract or cancels the order.

17. All prices referred to herein exclude value added taxes, purchase tax or any other tax or duty, which is or may be levied or charged. The amount of such taxes or duties at the rate prevailing at the appropriate time will be added to such prices.

18. If the Seller does not receive forwarding instructions within fourteen days after notification that the goods are ready to despatch in accordance with the contract they shall be deemed to have been delivered and shall be invoiced accordingly, and the Buyer shall forthwith pay the Seller in full for the invoiced goods.

19. The Seller shall in respect of all sums due or owing from the Buyer under this or any other contract between the Buyer and the Seller have a general Lien on all goods and property of the Buyer in the Seller's possession (Although such goods or some of them may have been paid for) and shall after expiration of fourteen days notice to the Buyer be entitled to dispose of such goods and property as it deems it fit and apply the proceeds towards the discharges of such sums.

20. This clause applies if the Buyer makes any voluntary arrangements with its creditors, or becomes subject to an administrative order, or (Being an individual, or firm) become bankrupt, or (Being a company) goes into liquidation (Otherwise than for the purpose of amalgamation or reconstruction), or an encumbrance takes possession, or a Receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the goods have been delivered and not paid for, the price shall become Immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

21. The contract shall in all respects be construed and operate as an English Contract and in conformity with English Law.