

 **TERMS & CONDITIONS OF SALE**

**GENERAL**

PMFG (the company), submits all quotations and accepts all orders subject to the following

conditions of contract which apply to all contracts for goods supplied or work done by them or their

employees to the exclusion of all other representations, conditions or warranties, express or implied.

Each order received by the company will be deemed to form a separate contract to which

these conditions apply and any waiver or any act of non-enforcement or variation of these

terms or part thereof shall not bind or prejudice the company in relation to any other contract.

The company reserves the right to requote its prices at any time, and to refuse to accept

orders at a price other than at the price stated on the quotation in force at the time of order.

The company reserves the right to refuse to accept any contract that is deemed to be contrary

to the company's policies in force at the time.

**PRICING**

All quotations offered by the company, are based upon the acceptance of these conditions.

Any variation of these conditions requested by the buyer could result in changes in the offered

pricing or refusal to supply.

All quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery unless otherwise

stipulated. In addition to the invoiced value the buyer is liable for all import duty as may be

applicable in the buyer’s location. If there is any documentation required for import formalities,

whether or not for the purposes of duty assessment, the buyer shall make this clear at the time of order.

**DELIVERY**

All delivery times offered by the company are to be treated as best estimates and no penalty

can be accepted for non compliance with them. An order acknowledgement delivery date will be

with each order and this is the date AC measure themselves to internally. This agreed delivery date

maybe extended if there is order queries, supply chain issus or any technical issues that need to be resolved.

Delivery shall be made by the company using a courier service of its choice or its own

transport. The cost of the delivery will be added to the invoice issued. Where the customer

requests collection, then no delivery charges will be made.

If requested at the time of ordering an alternative delivery service can be used, but only if

account details are supplied to the company so that the delivery can be invoiced directly to

the buyer by the delivery service.

The buyer accepts that any scheduled orders not completed within six (6) months from the

date of acceptance of the original order, can be shipped and invoiced by the company in full

at any time after completion of that six (6) month period.

The company does not pay any consequential loss claims in any circumstances

**INSURANCE**

All shipments from the company are insured by them. If any goods received by the buyer are

in an unsatisfactory condition, the following courses of action shall be taken.

If the outer packaging is visibly damaged, then the goods should not be accepted from the

courier, or they should be signed for only after noting that the packaging has sustained

damage.

If the goods are found to be damaged after unpacking, the company must be informed

immediately.

Under no circumstances should the damaged goods be returned, unless expressly authorised

by the company.

If the damage is not reported within 48 hours of receipt, the insurers of the company shall

bear no liability.

Any returns made to the company for any reason, at any time shall be packaged in the

original packaging, or its direct equivalent and must be adequately insured by the buyer.

Any equipment sent to the company for any purpose, including but not limited to equipment

originally supplied by the company must be adequately insured by the buyer while on the

premises of the company.

**PAYMENT**

The company's terms of payment is 30 days net month end in the bank account of the

company.

Any charges incurred in making the payment, either currency conversion or otherwise shall be

paid by the buyer.

The company reserves the right to charge interest at a rate of 2.5% above the base rate of

Lloyds TSB PLC on any overdue accounts.

**WARRANTY**

The company offers as part of a purchase contract 6 months warranty against parts and

defective workmanship.

The basis of this warranty is that the fault be discussed with the company's technical staff before any

return is made. If it is agreed that a return for rework is necessary then the faulty item shall be

returned carriage paid to the company. Insurance terms as discussed in the INSURANCE section will

apply.

Returned goods will not be accepted by the company unless this has been expressly

authorised. Parts accepted by customer goods inward inspection will not be accepted later if issues

are found when at assembly or in use unless expressly agreed with AC before hand

After reworked goods will be returned to the buyer carriage paid by the company using their

preferred method.

Faults incurred by abuse of the product (as defined by the company) is not covered by the

warranty.

Attempted rectification or alteration of the goods as supplied by the company, by another

party immediately invalidates the warranty offered.

Under no circumstances will the company be liable for any incidental or consequential

damage or expense of any kind, including, but not limited to, personal injuries and loss of

profits arising in connection with any contract or with the use, abuse, unsafe use or inability to

use the company's goods.

The company's maximum liability shall not exceed, and the customer's remedy is limited to,

either i) repair or replacement of the defective part or product or at the company's option ii)

return of the product and refund of the purchase price, and such remedy shall be the

customer's entire and exclusive remedy.

Returns of faulty parts after the warranty period has expired, shall be accompanied with a

purchase order to cover cost of re-inspection and fault assessment. The company may at its

discretion make a quotation for repair of the equipment or declare that the item is beyond

repair. The customer's liability will not exceed 100 pounds sterling unless a further purchase

order for the repair is issued.

**PASSING OF RISK AND TITLE**

The passing of risk for any supply made by the company shall occur at the time of delivery.

The title however shall not pass to the buyer until payment has been received in full by the

company.

**GOVERNING LAW**

This agreement and performance of both parties shall be governed by English law.

Any disputes under any contract entered into by the company shall be settled in a court of the

company’s choice operating under English law, and the buyer agrees to attend any such

proceedings. No action can be brought arising out of any contract more than 12 months after

the completion of the contract.

**INDEMNITY**

The buyer shall indemnify the company against all claims made against the company by a

third party in respect of the goods supplied by the company.

**SEVERABILITY**

If any part of these terms and conditions is found to be illegal, void or unenforceable for any

reason, then such clause or section shall be severable from the remaining clauses and

sections of these terms and conditions which shall remain in force.