

CONDITIONS OF SALE – **Standard Products & Aftersales**

Definitions:

In these conditions the Seller means **BAUER KOMPRESSOREN UK LIMITED** of Unit 410 Haydock Lane, Haydock Industrial Estate, St Helens, Merseyside WA11 9TH . The Buyer means the purchaser of the goods

General Conditions

- 1 These Conditions are incorporated in the contract between the Seller and Buyer and contain the entire obligation between them. In the event of conflict, variation or inconsistency between these Conditions and the terms of the Buyer's enquiry order or any correspondence relating thereto these Conditions shall prevail except to the extent that these Conditions or any part of them are excluded by agreement in writing signed by or on behalf of both the Seller and Buyer. It is recognized by both parties that their commitment to Best Practice and compliance to International Business Quality Management Standards is mandatory to achieve all contractual and legislative requirements in a professional manner.
- 2 Representations or advice given by the Seller's Employees or Agents concerning the goods or services shall not be binding unless confirmed by the Seller in writing.
- 3 Any typographical or clerical or other error or omission in quotation sales literature price list acceptance of offer or invoice or other document or information issued by the Seller shall be subject to correction without liability on the part of the Seller
- 4 Any Seller's quotation or tender shall be subject to these Conditions and shall remain open for acceptance in writing within 30 days of its date or for the period stated therein.
- 5 No waiver by the Seller of any breach of the contract or any of these conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision of the contract, or these Conditions.
- 6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and remainder of the provision in question shall not be affected thereby
- 7 This Contract shall be governed by the laws of England and the parties hereby submit and agree to the exclusive jurisdiction of the English Courts.
- 8 These Conditions supersede all previous Conditions of Sale.

Payment & Delivery Flow

- 1 All prices are exclusive of Value Added Tax, which the Buyer will additionally be liable to pay the Seller.
- 2 Except as stated otherwise in any quotation all prices are Ex Works and where the Seller agrees to deliver the goods otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport packaging and insurance.
- 3 Except where agreed otherwise in writing payment shall be due on notification by the Seller that the goods or part thereof are ready for despatch. Payment in Pounds Sterling is due within 30 days of the Seller's invoice at the Seller's registered offices.
- 4 The Seller reserves the right to charge interest on overdue account at 3% over its Bankers base lending rate and such interest shall accrue on a day-to-day basis.

Returns & Refunds

Any goods returned to the seller must be completed within 14 days of delivery. The goods must be of merchantable quality, unused and in original packaging.
Returned goods will be subject to a re-stocking charge up to 20% of invoice value.

Once returned goods have been receipted and their condition verified a refund will be paid within 7 working days

Privacy Policy

Any information shared between the two parties shall remain confidential. **We do not store credit card details nor do we share financial details with any 3rd parties.**

Title & Risk

- 1 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.
- 2 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been made the Buyer shall hold the goods in a fiduciary capacity and as bailee of the Seller and shall at all times take proper care of the same and will not obliterate any identifying mark on the goods or their packaging and will keep the goods separate from any other goods and in such manner that they may be clearly identified as belonging to the Seller and the Buyer hereby grants to the Seller the right to enter on the Buyer's premises at any time during the continuation of the Contract to check that the Buyer is complying with the obligation contained in this Condition. The Buyer will return the goods to the Seller if it receives a request whether verbally or in writing so to do prior to payment in full as aforesaid having been made. Without prejudice to the foregoing, the Buyer shall be at liberty to sell the goods in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any monies of the Buyer and/or any third party. Notwithstanding the provisions of this Condition 2, the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other Contract between the Seller and the Buyer.

Cancellation

No order accepted by the Seller shall be cancelled by the Buyer without the written acceptance of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss including but not restricted to loss of profit overhead recovery materials damages charges and expenses incurred by the sale as a result of the cancellation.

Delivery

- 1 If it shall be required to use special packing cases or containers then unless otherwise agreed in writing by the Seller these shall be charged in addition to the price of the goods.
- 2 All delivery dates quoted are an estimate and the Seller shall not be liable for any delay in delivery of the goods howsoever caused nor shall such a delay be deemed to be a breach of contract or part thereof. Time for delivery shall not be the essence of the contract.
- 3 The time stated for delivery commences from receipt of complete instructions, approval of drawings, samples of materials or free issues supplied by the Buyer whichever is applicable.
- 4 If the Seller fails to deliver the goods for whatever reason other than any cause beyond the Seller's reasonable control the Seller's liability shall be restricted to amount by which the cost of the goods to the Buyer in the cheapest viable market of the purchase of similar goods to replace those not delivered exceeds the price of the goods.
- 5 If the Buyer fails to take delivery of the goods or fails to give the Seller adequate delivery instructions at the time stated other than by reason of any cause beyond the Buyer's reasonable control or by the Seller's fault then without prejudice to any other right or remedy available to the Seller the Seller may store the goods until actual delivery and charge the Buyer for reasonable costs including insurance or sell the goods at a price readily obtainable and after deduction of all reasonable expenses for selling and storage recover from the Buyer any shortfall in the contract price.
- 6 Without prejudice to the Seller's rights if the Buyer cancels or refuses to take delivery or part of an order the price of that part of the order accepted by the Buyer shall be increased to an amount commensurate with the order value.
- 7 If the Buyer refuses to accept delivery of any instalment the Seller may give notice to the Buyer requiring the delivery to be accepted on date specified by the Seller and If the Buyer fails to accept delivery on such a date the price of the goods in respect of which the Buyer has refused to accept delivery shall fall due and payable immediately, together with the price of all previous instalments of goods which have been delivered under that contract prior to the date of such refusal.

- 8 If the goods are to be delivered in instalments the Seller's failure to deliver one or more of the said instalments in whole or in part by any particular time shall not entitle the Buyer to treat the Contract as repudiated.
- 9 Any claim for damage in transit or shortage shall not be accepted by the Seller unless the Buyer has given a separate written notice to the Carrier and the Seller within 3 days of receipt of the goods and followed this by a complete claim in writing within seven days of receipt of the goods. When the goods are accepted from the Carrier without being checked the Carrier's delivery note or book must be signed "not examined".

Warranty

- 1 The warranty set out in condition 2 shall be in lieu of any warranty conditions or undertakings whether expressed or implied by statute, common law or otherwise howsoever which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions will not apply to:
 - (a) Any implied condition that the seller has or will have the right to sell the goods when the property is to pass or
 - (b) When the buyer deals as a consumer (as defined in section 12 unfair contract terms act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose the seller's responsibility is limited to the terms of the foregoing provisions of this condition (or where appropriate to the terms set out in condition 2) and (except in respect of death or personal injury resulting from the negligence of the seller, its servants or agents) the seller shall not be liable for any claim for direct or indirect consequential or incidental loss, injury or damage whatsoever (including but not limited to loss of profit) made by the buyer or any third party against the seller arising out of or in connection with any defect in the goods [and/ or services] whether or not such defect is directly or indirectly wholly or in part caused by the act, omission, default or negligence of the seller, its servants or agents and whether or not such defect amounts to a breach of a fundamental term or a primary obligation of the contract or a fundamental breach thereof.
- 2 In the case of goods supplied by the Seller the Seller undertakes at the Seller's option to repair or replace or credit a sum agreed in lieu thereof provided to the Seller's satisfaction and if repaired or replaced deliver carriage paid to any destination within the United Kingdom provided to the Seller's satisfaction they are defective in material or workmanship and the Seller is notified within 12 months from the date of original despatch from the Seller's works, or 6 months in the case of a shipboard installation, and the goods are returned within 2 months of notification to the Seller's Works carriage paid. The original warranty period shall not be extended by any repair or replacement part provided.

Liability

Liability is limited to a maximum of 100% of the Contract value

Product Specification

The Seller reserves the right to change any specifications of the goods that is required to conform with any applicable statutory or EU requirement or where the goods are to be supplied to the Buyer's specifications, that do not materially affect their quality or performance. The Seller also reserves the right to alter or withdraw the specification of any product detailed in its literature or catalogue without prior notice.

Export

For all goods invoiced Non-UK, special conditions will apply