

TERMS AND CONDITIONS OF SALE

The following terms and conditions ("The Conditions") are the terms on which Quality Pumps Limited ("The Company") sell their products and services and supersedes all other terms and conditions used by the Company.

1. **Orders, price and payment**
 - 1.1 The price (exclusive of VAT and delivery charges) for the Goods ("The Price") shall be the price ruling at the time of delivery by the Company and payment of the Price shall be made within 30 days of the date ("The Due Date") of invoice for the Goods.
 - 1.2 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgement on the unpaid portion of the Price at the rate of four per cent above the base rate from time to time of HSBC PLC (UK).
 - 1.3 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also by the Company. In the case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable liquidated damages.
2. **Buyer**

The person, firm, company, corporation or public authority shown on the invoice of the Company is "the Buyer".
3. **Carrier**

The person, firm, company, corporation or public authority responsible for delivery of the Goods to the delivery address, including the Company when the Company delivers, shall hereafter be referred to as "the Carrier".
4. **Goods**

The description and quantity of the Goods to be sold ("the Goods") shall be as set out in the quotation provided by the Company to the Buyer ("the Quotation").
5. **Delivery**

The Company shall deliver the Goods to the address of the Buyer or the Buyer's specified location/address and on the date as both are shown on the Quotation. Time shall not be of the essence for delivery of Goods on the day notified by the Company for delivery.
6. **Acceptance**

The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer and endorse the carriers delivery documentation accordingly, and shall be deemed to have accepted the Goods if they have not been rejected on or before the Third day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter. Should the Goods be returned to the Company, the Buyer is responsible for any restocking charge levied.
7. **Title and Risk**

The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made payment of the sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Goods. Until title passes the Buyer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as Goods of the Company.
8. **Limitation of liability**
 - 8.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to defect in the Goods.
 - 8.2 Without prejudice to Condition 8.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this agreement.
9. **Force majeure**

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.
10. **General**
 - 10.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court or competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
 - 10.2 The Company may without consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.
 - 10.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.
11. **Contract**

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.
12. **Entire agreement**

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.
13. **Governing law and jurisdiction**

The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

WARRANTY TERMS AND CONDITIONS

Equipment supplied by Quality Pumps Limited is covered by the following Terms and Conditions, and includes goods imported by Quality Pumps Limited, goods purchased by Quality Pumps Limited in the U.K. and any other goods covered by a separate Manufacturers Guarantee.

1. **IMPORTED EQUIPMENT**

Returned goods warranty is offered for a period of one year from date of purchase and covers failure of equipment due to faulty components or assembly. Warranty covers parts and labour only and excludes any carriage charges to Quality Pumps Limited works. Fair wear and tear and misuse are excluded from any warranty. Quality Pumps Limited reserve the final decision regarding validity of any claim.
 2. **GOODS PURCHASED BY QUALITY PUMPS LIMITED IN THE U.K.**

Quality Pumps Limited are responsible for any Goods sold by them which were obtained in the U.K. However, Quality Pumps Limited will return such goods to their supplier and will undertake to report to their customer within a reasonable period. Any warranty allowance offered by the supplier will be passed to the customer. Carriage charges to Quality Pumps Limited works, and fair wear and tear are excluded from warranty cover.
 3. **EQUIPMENT IMPORTED OR OBTAINED IN THE U.K.** which carries a separate manufacturers warranty, such as engines, or electric motor units, will be referred to the Manufacturer or their Agent for settlement. Note that warranty period offered by a manufacturer may differ from that normally offered by Quality Pumps Limited. In that case manufacturers warranty period will apply. Carriage charges and fair wear and tear are excluded from any warranty cover.
- N.B.** Customers shall not attempt any repair or adaption to any equipment during the warranty period (without the express written permission of Quality Pumps Limited), or use the equipment for any purpose other than for which it was designed. Any such interference or misuse will negate any claim or warranty.