

1. WARRANTY

We warrant goods manufactured by us, and comprised in any Contract resulting from our tender to be of sound materials and workmanship under normal use and service. If any part proves to be defective in workmanship or material under normal use and service, and is returned to our works, carriage paid, with advice in writing, within six month's from the date of despatch from our works or from the date we advise that the goods are ready for despatch where such despatch is delayed due to circumstances beyond our control, and if found by us to be defective in workmanship or material, we will replace it or repair it free of charge and will return it to you carriage paid within the United Kingdom or to a Foreign Port of Entry. This warranty does not apply to defects caused by wear and tear, incorrect installation, abnormal conditions of working, accident, misuse, or neglect.

With regard to parts not manufactured by us, you will be entitled to such benefits (if any) as we may receive under any guarantee or warranty that may be given to us in respect thereof. This warranty is expressly in lieu of all other warranties, conditions, guarantees or liabilities whatsoever, whether express or implied by statute, common law or otherwise.

2. LIABILITY

Our liability is limited to such repair or replacement of parts as aforesaid, and we shall not in any event be responsible for the cost of dismantling, erection or (except as aforesaid) repair or for any loss, damage or delay in relation to or arising from or in consequence of the defect. By your acceptance of goods which are the subject of any order placed with us, you will assume all liability to Third Parties for the consequences of their use or misuse.

3. VALIDITY

No order shall be considered binding upon us until accepted in writing by our Head Office, and no variation shall be considered binding unless it is confirmed in writing by our Head Office. The Conditions of Sale herein shall supersede any terms and conditions proposed by the Purchaser unless and until such proposals are agreed in writing by our Head Office. This order is subject to variation or withdrawal in the event of war, civil disturbance, strike, lock-out, fire, accident or any other circumstances beyond our control.

4. RETENTION OF TITLE

The risk in the goods shall pass to the customer on delivery but the ownership and property in the goods shall remain in Cochran Ltd until full payment has been received. Until such payment the customer shall not sell or attempt to sell the goods. If the customer nevertheless does purport to sell the goods then without prejudice to any other right or remedy available to Cochran Ltd the beneficial entitlement of Cochran Ltd shall attach to the proceeds of such sale or to the claim for such proceeds; and as long as the property in the goods remains in Cochran Ltd, the Company shall have the right, without prejudice to the obligation of the customer to pay the price, to retake possession of the goods (and for that purpose to go upon any premises occupied by the customer).

5. PRICES

Prices are based on the cost of labour at the time of the order. If between that date and the date of despatch of the goods there should be a rise in such costs, the prices shall be increased accordingly.

6. INFORMATION

Our tender and any resultant order shall be based on that information already supplied to us by the

purchaser, otherwise we reserve the right to amend tendered prices to include any increases in costs due to subsequent additions, deletions or modifications.

7. IMPROVEMENTS AND CHANGES IN SPECIFICATION

As our policy is one of continuous improvement we reserve the right to make changes without notice in materials, dimensions and designs, which, having regard to all the circumstances, we think reasonable or desirable, without affecting the validity of any contract.

8. TESTS

Where practicable, our goods are submitted to our standard tests at our Works before despatch. Certificates are issued where applicable but performance figures are given without commitment. For any tests or analysis beyond that required in the specification a charge will be made. Illustrations and descriptions given in our advertisements and printed literature are for information only and must not be construed as binding us or as forming part of the contract.

9. ACCIDENT

We shall insure in respect of all claims against us by our own workmen employed by us directly on this contract. We shall not be responsible for and you will keep us indemnified against any and all claims relating to or arising out of this contract.

(i) Any injury, accident or damage to you or any of your workmen or employees.

(ii) (Where the contract involves fixing or erecting on the site of any other work involving the use of labour outside our own Works) any injury, accident or damage to any other person whatsoever or to any property or plant whatsoever.

10. LIMIT OF CAPACITY

Any order we choose to accept will include only such accessories and works as are specified herein.

11. PAYMENT

Unless otherwise stated by us in writing, payment shall be made to our Head Office in sterling without deduction of any discount against our invoice or advice that the goods are ready for despatch.

12. STORAGE

In the absence of forwarding instructions from you within fourteen days of notification in writing to you that the goods are ready for despatch, we reserve the right to charge storage to you at the rate of £10.00 STG per ton per week from the expiration of such fourteen days until the goods are despatched by us. Goods are stored at your risk.

13. DESPATCH

The date of despatch quoted in our tender is subject to confirmation or modification by us on receipt from you of final instructions. Times stated for despatch are given in all good faith, but are given without guarantee, and we do not accept any responsibility for direct or indirect losses consequent upon or connected with delay in despatch or delivery or in the completion of any contract.

14. CARRIAGE CHARGES

All prices quoted are ex our works unless otherwise stated by us in writing.

15. DAMAGE IN TRANSIT

Where the price quoted includes delivery we will repair or replace, at our cost, goods damaged or lost in transit to the specified place of delivery provided (a) that in cases of damage and shortage, written notification with particulars thereof is received by us and the carrier within three days of delivery to the specified place of delivery, and (b) that in cases of non-delivery, like notification is received within 14 days of despatch by us. In this clause time is of the essence of the Contract. Where the price quoted does not include delivery, you will be responsible for any loss or damage in transit.

16. EMPTIES

All packaging is charged extra and is not returnable unless the order specifies to the contrary. If so specified, all packaging shall be returned at your expense in good condition within one month of despatch, failing which it will be charged.

17. OVERTIME

All work in execution of your order to be done during the usual daily working hours, and overtime, working on your order at your request, is to be charged extra.

18. E. & O.E.

Any clerical, calculating or typographical errors shall be subject to correction.

19. ARBITRATION

All contracts entered into by us shall in all respects operate and be construed as English Contracts and shall be interpreted in accordance with English law. Any dispute arising therefrom shall be submitted to arbitration under the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

20. INCORRECT ORDERS

Any order for materials placed with our company which are subsequently found to be incorrect or no longer required for reasons not of our making will, if returned for credit be subject to a minimum restocking charge equivalent to 25% of the order value. Should our company incur any site labour costs relating to any such incorrect material we reserve the right to claim such costs in full.

21. TERMS

Unless otherwise agreed in writing, payment must be received within 30 days of date of invoice.