

TERMS & CONDITIONS

1. **DEFINITIONS.** In the following general conditions, the term 'the Company' means Guyson International Limited and the term 'the goods' means any plant machinery equipment or other goods manufactured or sold by the Company. The term 'the Buyer' means the purchaser of the goods from the Company. In Clause 15, the phrase 'the Company's recommendations in respect of its goods and/or any figures given for performance' shall include the Company's recommendations (or approval of suggestions) relating to the siting of the goods, the storage or type or method of the feed of material to or from the goods and the suitability of the supporting buildings or structure.
2. **GENERAL.** The acceptance of any quotation or tender made by the Company includes the acceptance of all the following general conditions to the exclusion of any terms, conditions or warranties contained in the Buyer's enquiry or order.
3. **VALIDITY** All quotations and tenders unless otherwise specifically stated in writing are subject to acceptance within one month only from the date thereof. Clerical errors and omissions shall be subject to correction.
4. **ACCEPTANCE** of any quotation or tender must be in writing and accompanied by sufficient information to enable the manufacture of the subject matter of the contract to be commenced: otherwise the Company reserves the right to amend the quotation or tender prices to cover any increase in cost which may take place after acceptance. Notwithstanding the above the Company will only be bound when it has given written acknowledgement of the acceptance. The Buyer will be liable to the Company for any loss sustained arising out of the cancellations of any acknowledged order. Samples shall be returned to the Company carriage paid within one month of despatch, or be paid for.
5. **NO VARIATION** of the terms of any contract shall be binding on the Company unless and until acknowledged in writing by the Company Secretary. The Company's agents are not authorised to make any representations binding on the Company or to conclude contracts or accept orders on behalf of the Company or to vary the terms of any tender quotation or contract.
6. **CONTRACTS** are not assignable or transferable without the Company's consent in writing.
7. **PASSING OF PROPERTY.** Until payment by the Buyer of the whole of the monies payable under the contract in respect of the goods, the property in the goods or any part of them shall not pass to the Buyer. Until the property in the goods has so passed the Buyer shall not sell, charge or otherwise dispose of any of the goods and will, at its own expense, keep the goods safe and insured against customary commercial risks.
8. **THE RISK** in the goods shall pass to the Buyer at the point of delivery named or implied in the Company's tender or quotation and in the absence of written advice from the Buyer to the carrier and the Company described in Clause 19 below, the goods shall be deemed to have been delivered complete and in satisfactory condition. In the case of overseas sales, where the goods are sold f.o.b. or c.i.f. the risk in the goods shall remain with the Company until the goods are on board ship. The Buyer shall be deemed to have accepted the goods for the purpose of the contract at the same time as the risk passed to the Buyer.
9. **LIMITS OF CONTRACT.** The quotation or tender includes only such goods, accessories and work as are specified herein.
10. **DRAWINGS.** All descriptive and forwarding specifications, drawings and particulars of weights, measurements, horsepower and frequency submitted with the quotation or tender are approximate only and the descriptions and illustrations contained in the Company's catalogues, price lists and other advertisements shall not form part of the contract. After acceptance of the quotation or tender a set of certified outline drawings will be supplied free of charge if desired.
11. **LIMIT OF LIABILITY.**
 - (a) Whilst all surveys advice representations and forecasts given or implied from anything said or written in discussions or negotiations between the Company and the Buyer or the respective agents or other representatives prior to the making of the contract are given in good faith and on the basis of the facts before the Company the Company shall be under no legal liability in respect thereof to any person.
 - (b) The Company makes every endeavour to supply goods suitable in every respect to the Buyers requirements but notwithstanding the foregoing all goods are sold supplied by the Company on the express condition that save as set out in Clause 16 (GUARANTEE) the Company shall be under no legal liability on account of any statement made in respect of the goods or on account of their description state quality or fitness for the purpose for which they are required or arising out of the infringement by the Company or the Buyer of any patent (whether applied for or granted) trade mark or secret process or for the breach of any warranty or condition whether expressed or implied by statute common law or otherwise in connection with the sale or manufacture of the goods.
12. **QUALITY.** Materials supplied by the Company shall be of the best available quality for the processes they are to undergo and the purposes for which they are required; where the Buyer specifies work on his own material no responsibility can be accepted for damage, errors or defects which may occur in executing the contract.
13. **TOLERANCES.** Unless otherwise specifically agreed in writing, which writing shall set out the new limits, all specifications, the Buyer's as well as the Company's, shall be executed subject to the tolerances generally accepted in the trade.
14. **TESTS.** The Company's goods are carefully inspected and where practicable, are submitted to its standard tests before despatch. Where special tests are specified in the presence of the Buyer or his representative, they will be charged extra and if after seven days notice the Company is ready to proceed with such tests and the Buyer and/or his representative should fail to attend at the appointed place for three consecutive days, such tests may be made and shall be deemed to have been made in the presence of the Buyer or his representative.
15. **PERFORMANCE.** The Company's recommendations in respect of its goods and/or any figures given for performance are based on the Company's experience and are such as the Company expects to obtain on test and shall not be considered as a term of the contract or as a warranty or guarantee of performance and/or suitability for any specific purpose, unless made the subject of an agreed penalty clause (as estimated liquidated charges) in which case liability will only be accepted.
 - (a) if the average of figures obtained from a fair number of tests exceeds the stated margins or demonstrates that the goods are not reasonably fit for the purpose for which they were supplied, and
 - (b) upon the suitability of all ancillary plant for which the Company is not responsible, and
 - (c) if due notification is given of the failure of the goods and a reasonable opportunity be granted for the Company to remedy the same, and only under such circumstances and to the extent provided will the company accept liability for any loss, damage, injury, loss of profits, stoppage, or any other form of loss arising.
16. **GUARANTEE.** For a period, of 12 calendar months after the despatch of the goods the Company will subject to the conditions herein contained guarantee the goods against defects, workmanship or material. This guarantee shall not extend to any surface through or along which the Buyer's material passes and shall be subject to fair wear and tear, faulty operation, defective foundations or supporting structure, lack of maintenance or use not in accordance with the sample against which or the purpose for which the goods were sold, and shall be conditional upon:
 - (a) the goods having been used at all times by the Buyer in accordance with the provisions and recommendations contained in any operating manual supplied by the Company to the Buyer.
 - (b) prompt notice if such defect being received by the Company.
 - (c) the part or parts of goods being returned (where reasonably possible) to the Company suitably packed or bundled, carriage paid and in the event of the replacement becoming the property of the Company, or where returned not being reasonably practicable full and adequate access being given to the Company's representatives to so upon and examine, replace and repair the goods on site.
 - (d) the defects not having been caused by carelessness or improper treatment after delivery. It is expressly understood that in giving the above guarantee the Company shall be under no liability in respect of labour or other expenses for work done on, or for loss arising either directly or indirectly from goods claimed or admitted to be defective. No liability is accepted for any loss, damage or liability or consequential loss arising out of the infringement of any patent by the customer from the sale, re-sale use or enjoyment of the goods.
 - (e) where the goods supplied are fitted with an hour meter the period during which this guarantee is effective will be twelve calendar months or 2000 hours usage whichever is the sooner.
17. **TIME.** Times or dates for delivery shall be business estimates only and not contractual obligations of the Company. The Company will make every endeavour to maintain such business estimates but cannot accept any inability for loss or damage arising from delay.
18. **FORCE MAJEURE.** The performance of ALL contracts shall in all cases be subject to variation, cancellation and the grant of an extension of time from any cause arising from an act of God, war, strikes, lock-outs, fire, flood, drought or any other causes of any nature whatsoever beyond the Company's control or owing to inability in time or at all to procure materials or articles except at enhanced prices attributable to any of the aforesaid causes. The Company has the right to use its sole discretion in apportioning available supplies between the Buyer and the other customers of the Company and the Company's own internal requirements.
19. **DAMAGE IN TRANSIT.** No claims for damage in transit, corrosion, shortage or loss of goods will be entertained unless (subject always to Clause 8 and 19) In the case of damage in transit corrosion or shortage of delivery a separate notice in writing is given to the Carrier concerned and the Company within three days of the receipt of the goods followed by a complete claim in writing within 5 days of the receipt of the goods followed and in the case of loss of goods, a separate notice is given to the Carrier concerned and the Company and a complete claim is made in writing to the Company within 10 days of the consignment date. Goods received unchecked from the Carrier must be signed for 'unexamined' in the delivery book of the Carrier and if such goods are the subject of a claim they shall be preserved intact for a period of 7 days from notification of the claim and the Company shall have the right to attend the Buyer's works to examine such goods. Failure to adhere to these conditions shall disentitle the Buyer for any allowance in respect of a claim.
20. **PACKING.** Where the goods are sold packed the extent and nature of packing and/or protection necessary will be at the Company's discretion. Any special packing stipulated by the Buyer will be charged to the Buyer's account. Any goods sent unpacked at the Buyers request will be at the Buyer's risk as from the time of despatch.
21. **PRICE.** The Company's quotation or tender is based on charges for materials and wages current at the date thereof. The Company reserves the right in relation to any contract to increase the contract price as quoted therein by any such additional sum or sums as may from time to time be necessary to cover increase in cost of production by reason of (a) increase in wages, (b) increase in cost of materials and/or transport charges, (c) any factor affecting the cost of production or delivery whether statutory or otherwise beyond the Company's control.
22. **DUTY OR TAX.** Any new increased duty or tax which may be imposed after the date of the Company's tender or quotation on the goods and/or the raw materials (wheresoever obtained by the Company) used in their manufacture and which may be payable by the Company shall be for the Buyer's account and may be debited by the Company to the Buyer. The price as stated in the Company's tender or quotations shall be exclusive of value added tax.
23. **ERECTION.** where the goods or any part of them are erected under the supervision of the Company's engineers or by the Company's mechanics, the Buyer shall furnish all necessary unskilled labour, gear and material for the erection on the spot and shall arrange for the necessary articles to be in place. Cost of alterations to any part of any building necessary for the installation or erection of the Company's goods as well as the cost of all excavations, foundations, brickwork, scaffolding, etc, must be borne by the Buyer as they are not the Company's concern. During interruptions in the erection or during the absence of the Company's mechanics all tools left with the Buyer shall be at the risk of the Buyer who shall be responsible for their safety, preservation and return. Except in the case of a comprehensive price for goods to be erected and put into operation by the Company, work by the Company's mechanics shall be paid for by the Buyer at the rate 'to be quoted' per hour. The Buyer shall also pay the proper travelling expenses of the mechanic and his necessary luggage going to and returning from the job, and the reasonable cost of any necessary accommodation.
24. **TERMS OF PAYMENT.** Where no other terms of payment have been agreed and notwithstanding any practice to the contrary, payment in respect of any of the goods shall be due on notification by the Company that they have been tested or that they are ready for despatch. Any liability on the part of the Company is subject to the terms of payment, and to all the Buyer's obligations under the contract being strictly observed. If the Buyer shall fail to make any payment to the Company upon the due date therefore the Company may at any time before payment is received by the Company give notice to the Buyer terminating the contract and any other contract then subsisting between the Buyer and the Company and to treat the entirety of the contract and any such other contract as repudiated by the Buyer.
25. **LETTER OF CREDIT.** Where the tender or quotation requires the Buyer to make payment by confirmed irrevocable or other forms of Letter of Credit the Company shall not commence production until they receive a letter of Credit valid for at least three months from date of receipt by the Company or such other period as is specified in the contract and allowing a minimum period of three weeks from sailing date to negotiation date.
26. **LICENCES.** The Buyer shall be responsible for obtaining all licences and documents which the Buyer may require for the importation of the goods into the country of destination and pay all costs and charges incurred in obtaining the same and shall further pay all customs duties as well as any other duties and taxes payable at the time of or by reason of the importation. Every contract is subject to the Company obtaining any export licence or other governmental authorisation necessary for the export of goods.
27. **REFUSAL OF DELIVERY.** If the Buyer shall refuse delivery or shall not give delivery instructions within 7 days after notice that the goods have been tested or that they are ready for delivery in accordance with the terms of the contract the Company may:
 - (a) store the undelivered material at the expense of the Buyer, or
 - (b) dispose of the undelivered material (whether or not previously stored) at a reasonable price or
 - (c) require immediate payment for the goods (whether or not delivered or stored) including cost of storage return carriage of handling charges but after allowance for the net proceeds of any disposal, and
 - (d) at its discretion treat either as binding or as terminated by the Buyer's refusal or failure any obligation of the Company to delivery under the contract then subsisting between the Buyer and the Company.
28. **SUSPENSION OR CANCELLATION OF DELIVERIES**
 - (1) If the Customer shall fail to pay to the Company on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, the Company may, without prejudice to its other rights demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.
 - (2) If the Customer cancels his order the Company shall be entitled to recover any loss sustained thereby from him.
29. **IF BEFORE** all monies payable under the contract are paid it shall come to the knowledge of the Company that the Buyer is failing to meet its obligations as they become due or if there shall be any breach by the Buyer of any of the terms of the contract or if (being an individual) the Buyer shall be subject of a receiving order in bankruptcy or shall make any assignment or deed of arrangement for or any composition with creditors generally or if any execution is levied or any distress is threatened or made at any premises occupied by the Buyer or if the Buyer ceases to carry on business then, without prejudice to any other of its rights, the Company may withhold further deliveries or require any third party then in possession of the goods to hold them to the Company's order and in either case to act as if the Buyer had refused delivery under the preceding paragraph of these conditions.
30. **NOTICES.** Any notice here under may be sent by letter, telex or cable to either the Company or the Buyer at its address stated in the contract and shall be deemed to have been received 48 hours after despatch. In proving service it shall be sufficient to prove despatch.
31. **INTEREST.** Interest at the rate of 3% per annum above the minimum clearing bank base rate will be charged upon all overdue payments. This applies to down payments or part thereof which should have been but have not been paid as well as to any other payments.
32. **LEGAL CONSTRUCTIONS.** All Contracts by the Company for the sale/supply of the goods shall be deemed in all respects to be contracts made, performed and construed according to the Law of England and all disputes arising out of the same shall be referred to the Arbitration in England of two persons, one to be appointed by the Company and one by the Buyer or their umpire. The Arbitration shall be in accordance with the Arbitration Act 1950 as amended or any statutory modification or re-enactment for the time being in force.

Registered Office: Snaygill Industrial Estate, Keighley Road, Sipton, BD23 2OR
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