



MOORE WATSON LIMITED

STANDARD CONDITIONS OF SALE

THE FOLLOWING STANDARD CONDITIONS APPLY TO EVERY ORDER ACCEPTED BY MOORE WATSON LTD (REFERRED TO IN THE CONDITIONS AS "THE COMPANY") FOR GOODS OR SERVICES.

1. No representative or agent of the Company has any authority to vary or add to these standard conditions except with the Company's official confirmation in writing from its head office by a director or other authorised person.
2. The company shall be entitled (but shall not be bound) to withdraw any tender or quotation unless accepted in writing by the Customer within 30 days from its date or where a longer period is specifically stated in the tender or quotation such longer period. On acceptance by the Customer of any tender or quotation whether orally in writing or as evidenced by his acting's the Customer shall be bound in respect of the same. However, the Company will be entitled to rescind the Contract without damages until it has confirmed in writing to the Customer that the Customer's credit has been approved. If, between the date of the Company's tender or the date of the order (whichever date is earlier) and the date when the goods or plant the subject of the contract or any part or parts thereof (hereinafter called "the goods") are ready for despatch to the Customer or (when the Company's contract includes erection) the date of completion of erection, there shall be any increase in the cost to the Company of materials, labour, or any other expenses arising in connection with the contract (including freight, insurance and other transit charges when the Company is responsible therefor) the Company shall be entitled to charge in addition to the contract price or prices a fair and reasonable sum to cover the cost of any such increase.
3. Any information from the Customer necessary to enable the Company to proceed with any order must be furnished within a reasonable time otherwise the Company may be at its option cancel the order or charge the Customer an additional price for the delay. In case of cancellation the Customer will be liable to the Company for any loss incurred by it.
4. 4.1 In the case of parts of the goods which the Company has manufactured the company undertakes to make good by repair or replacement at its option carried out by itself or who it shall appoint free of all charge other than labour costs and travelling costs any defects in the goods arising from faulty materials or workmanship within a period of 12 months from the date when the goods are ready for starting up or 15 months from the date of shipment ex the Company's works (whichever is sooner) except that in the case of wearing parts the periods shall be 6 months and 9 months respectively (whichever is the sooner) Provided always:-
 - (i) The written notice of the complaint is given to the Company or who it shall have appointed to carry out the warranty work within 7 days of the alleged defect becoming apparent giving full particulars of the alleged defect, the machine number and the hours worked (single or double shifts etc.)
 - (ii) That the part is returned carriage paid to the Company or to whom it shall have appointed to carry out the work and shall in the event of replacement become the property of the Company.
 - (iii) That the defect has not caused by carelessness or improper treatment or inadequate lubrication or neglect or proper adjustments or by omission to comply with any instructions given by the Company.
 - (iv) That the Company shall not be liable for the cost of removal of the defective part or the cost of fitting the new part.
 - (v) That the guarantee period shall be proportionately reduced if the goods are run more than one shift per day.
 - (vi) That no part has been fitted which was not supplied by the Company.
 - (vii) That any replacement part will be warranted only for the unexpired portion of the warranty period for the part which it replaces and otherwise on the terms and conditions of this clause.
 - (viii) The new part will be delivered by the Company, carriage paid to the Customer's nearest station in the UK or FOB port of exportation.
- 4.2. In the case of parts not manufactured by the Company, the Customer shall be entitled to the benefit in so far as it may be transmitted to the Customer, of any guarantees given by the manufacturer in respect thereof and the Company's liability in respect of such parts is limited to making the benefit of the manufacturer's guarantees available to the Customer to the extent aforesaid.
- 4.3 This undertaking is in lieu of in so far as the law allows and excludes any other conditions, stipulations guarantees or warranties expressed or implied, statutory, customary or otherwise. In no event shall the Company be liable (except to the extent (if any) of its undertaking aforesaid) for any loss, injury or damage howsoever caused or arising whether or not from the negligence of the Company or its servants or agents and in particular but without limiting the generality of the foregoing the Company shall not be liable for consequential loss or damage however caused or arising and shall not be liable for any damage (whether or not consequential) arising from stoppage or breakdown of the goods or in any other way from the performance of the goods in operation.
5. 5.1 If performance of any obligation accepted by the Company is prevented, delayed or interfered with by war, strikes (including strikes involving the Company's workforce or part of it) accidents vis major, or any other cause beyond the Company's control the Company may at its option suspend performance or cancel the obligation and shall be paid a reasonable price for work already done.
- 5.2 In the event of the Company's failure to carry out work on material provided by the Customer in conformity with the Customer's written instructions, drawings or specifications, the Company shall at its option either rectify the carrying out of such work or grant to the Customer credit for the invoiced price thereof, but the Company shall not be liable for the replacement or cost of the Customer's material or for any loss or expense directly or indirectly incurred by reason of, or arising out of the Company's failure and no order will be accepted by the Company except on this condition.
6. Times or dates for delivery or performance are business estimates only and not contractual obligations of the Company. The Company seek to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from any delay.
7. Unless specifically guaranteed in writing no dimensions, details or statements as to capacity, output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or any illustrations referred to are to be treated as contractual. The Company reserves the right to make such minor changes in specifications as conditions beyond its control may require or will in its judgement be improvements.
8. The Company accepts no responsibility for sites or foundations or (except when supplied by the Company) for any framework or support for machinery or for compliance with statutory regulations or local bye-laws or the fulfilment of any special requirements binding on the Customer. The Customer is responsible for the proper adoption of the Company's designs to the Customer's own circumstances.
9. Prices quoted for erection (other than contracts quoted on a lump sum basis) are based on the Company's normal working hours and overtime will be charged extra. Unless specifically otherwise stated in the Company's offer, preparation of a proper site with suitable foundations and access thereto, off-loading, storing and protecting materials supplied, the provision of all necessary lifting tackle, fuel, water, oil waste and other house stores and sufficient rough labour and assistance to enable the Company to proceed with and complete the erection undertaken and to start and set to work the machinery are the responsibility of the Customer and not the company.
10. If erection is prevented, delayed or impeded by any act or omission of the customer including failure to advise the Company of special local conditions the Customer shall pay such extra charge as the Company shall reasonably require.
11. When the Company provides any labour at the Customer's works the customer shall indemnify the Company against the consequences of any defect or unsuitability of any tackle, plant or apparatus provided by the Customer and against any claims by third parties whether under common law or by statute.
12. The Company may supply its workman with time sheets to be submitted weekly to the Customer who shall check and sign the same and all time sheets signed as correct by or on behalf of the Customer shall be conclusive of the correctness of their contents.

13. Payments shall be made net to the Company's Head Office within 30 days from the date of the invoice unless expressly otherwise stated by the Company. For export orders payment shall be made in Sterling against shipping documents out of an irrevocable letter of credit confirmed in London by a first class UK Bank unless expressly stated by the Company.
14. The contract price will be payable by the Customer in strict accordance with the contract terms notwithstanding any delay in delivery or performance under the contract or any adjustment or corrections of minor defects which may be required to the plant, Machinery or Work. The Company may suspend performance of any contractual obligation to the Customer so long as any account of that Customer is overdue. Interest at 1.5% per month will be charged on all overdue accounts, whether before or after any judgement or award.
15. The despatch from the Company's premises of any consignment constitutes delivery of the consignment into the Customer's possession notwithstanding anything in the tender, order or contract as to place or mode of delivery or payment of carriage. After such despatch the Customer as bailee accepts the responsibility for safety of the consignment and takes the risk of any loss or injury thereto however caused which may occur before the property in the consignment passes to the Customer. The customer shall keep the consignment fully insured and shall indemnify the Company against any such loss or injury.
16. In so far as the law so allows in no case will the property in any goods pass to the Customer until payment has been made to the Company of the full contract price for the goods including the price for erection or other work (if any) to be done by the Company together with all taxes of any nature which may be payable thereon (including without limitation value added tax) and any other sums whatever which shall be due from the Customer to the Company.
17. In case of default by the Customer after delivery of any goods and before goods have become the Customer's property the Company may give notice to the Customer terminating the Customer's right to possession whereupon the Customer shall be bound at the Customer's own expense to re-deliver the goods to the Company. In all such cases the Company may (whether with or without previous notice) itself retake possession of the goods and the Company is in such circumstances irrevocably authorised to the Customer to enter the premises on which the goods are situated and to dismantle and remove the goods to the Customer's expense and the Customer irrevocably confirms that all reasonable assistance and co-operation will be given by the Customer and his staff in the implementation of this condition by the Company.
18. All goods and work shall be deemed to have been accepted by the Customer as in complete conformity with the contract unless written notice shall have been given to the Company within 14 days after actual receipt by the Customer of the goods.
- 19.1. Where any duty or obligation of either the Company or the Customer under the Contract is dependant on "performance" of the goods this, unless otherwise stated, refers solely to the goods attaining the rated output or duty specified in the Contract. Such rated output or duty will be measured in actual tests of the goods under normal operating conditions on an agreed basis with and in the presence of the Customer or his nominated representative. The goods will be deemed to have performed acceptably irrespective of whether or not there is or may be a defective part in the goods when the rated output or duty has been achieved for the time period as agreed with the Customer but in any event no longer than 2 working days. Accordingly, where any payment is due from the Customer dependant on performance of the goods such payment will be due on such performance being attained in accordance with the foregoing provisions notwithstanding that there is or may be a defective part in the goods for which the Customer may have redress against the Company pursuant to the provisions of clause 4.
- 19.2. Where any duty or obligation of the Company or the Customer under the contract is dependant on installation erection or commissioning of the goods the following provisions will apply: -
 - (i). Installation shall be deemed completed when both erection and commissioning have been completed.
 - (ii) Erection will be deemed completed when the goods are available for starting up.
 - (iii) Commissioning will be deemed completed when the goods are deemed to have performed acceptably in accordance with the provisions of sub-clause 1 above.
- 19.3 At each stage during installation the Customer will be required to sign off the goods as performing to his satisfaction based upon predetermined parameters as previously agreed between the Company and the Customer.
- 19.4 The Customer will finally sign off the goods as having been completed and performing to his satisfaction immediately on completion of installation and after such final sign off the goods shall be deemed for all purposes to have been accepted by the Customer as complying with the terms of the Contract, subject to the Customer's rights (if any) under the provisions of Clause 4. If the customer refuses to sign off the goods without a written valid justified reason, then he shall be deemed to have waived all his rights against the Company under the Contract as from the date he should have so signed off the goods and in particular but without limiting the generality of the foregoing he shall as from such date forego such rights as he may have under Clause 4.
- 19.5 Any test materials, labour, fuel, power etc. required in testing the goods during commissioning or subsequently will be at the cost of the Customer.
- 19.6 If the Customer fails to provide or delays in providing suitable test materials, labour, fuel, power etc. the following provisions shall apply: -
 - (i) All extra charges incurred by the Company shall be paid by the Customer, and
 - (ii) If such failure or delay is caused by the Customer's act or default the Customer shall be deemed as from the date such items or assistance should have been provided to have accepted for all purposes that the goods comply with the terms of the Contract and to have waived all his rights against the Company under the Contract and in particular but without limiting the generality of the foregoing he shall forego such rights as he may have under Clause 4.
- 20.1 Any dispute between the Customer and the Company may, at the option of the Company, be referred to a single arbitrator to be mutually agreed or (failing agreement) to be nominated by the President for the time being of the British Mechanical Engineering Federation and the Arbitration Acts in England for the time being in force shall apply.
- 20.2 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall, to that extent be deemed not to form part of this Agreement and enforceability of the remainder of this Agreement shall not be affected.
- 20.3 No failure to exercise and no delay in exercising on the part of the Company any right, power or privilege available to them hereunder shall operate as a waiver therefore nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
21. The Contract is governed in all respects by English Law and the Customer submits to the non exclusive jurisdiction of the English Courts.