

Northern Pump Suppliers Limited

Bowling Back Lane, Bradford, West Yorkshire, BD4 8SR t: 01274 721314 f: 01274 730223

e: sales@northern-pumps.co.uk www.northern-pumps.co.uk

1. **General** – All tenders are made and all orders are accepted subject to the following terms and conditions and no addition thereto or variation therein shall be made unless agreed in writing by and by us.
2. **Validity** – Unless previously withdrawn, our tender is open for acceptance within the period stated therein, or, when no period is stated, within 30 days only after its date.
3. **Acceptance** – The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after acceptance. Any samples submitted to you and not returned to our Works within one month from date of receipt shall be paid for by you.
4. **Packing** – Unless otherwise specified in our tender, all packing cases, skids, drums and other packing materials must be returned to our works at your expense and in good condition within one month from date of receipt. If not so returned they will be charged for.
5. **Limits of Contract** – The contract includes only such goods, accessories and work as are specified therein. No document, correspondence or statement shall be part of the contract unless specifically referred to therein.
6. **Drawings, etc.** – All specifications, drawings and particulars of weights and dimensions submitted with our tender are approximate only, and the description and illustrations contained in our catalogue, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract. If after acceptance of our tender a set of certified outline drawings are required they will be supplied at extra cost unless included in the tender.
7. **Inspection and Tests** – Our products are carefully inspected and, where practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our tender or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests after seven days notice that we are ready, we reserve the right to make extra charges.
8. **Performance** – We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically warranted them. If any goods do not conform to warranted performance figures (subject to any tolerances specified or agreed by us) we will at our option:
 - (a) take such steps as we deem necessary to bring the goods into conformity with the warranted performance figures, or
 - (b) take back the goods found not to conform to the warranted performance figures and refund the appropriate part of the purchase price. Provided that
 - (i) our liability shall in no event exceed the purchase price of the goods;
 - (ii) the performance of either of the above options (as limited by (i) above) shall constitute an entire discharge of our liability for failure to achieve the warranted performance figures.The foregoing is conditional upon you
 - (i) giving to us written notice of the alleged failure to achieve the warranted performance figures, such notice to be received by us within seven days of the time when you discover or ought to have discovered the failure and in any event within twelve calendar months of delivery of the goods; and
 - (ii) affording us a reasonable opportunity to inspect the goods.You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose save insofar as your stipulations are in accordance with our advice.
9. **Liability for Delay** – any times quoted for despatch or delivery are to date from receipt by us of a written order to proceed and of all necessary information and drawings to enable us to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you or by industrial dispute or by any cause beyond our reasonable control including, but not limited to strikes, riots, Acts of God, delays in transport, shortage of raw materials, plant failure or force majeure.
- Unless otherwise expressly agreed in writing with you any delivery times specified by us in our tender or otherwise are business estimates only and we will not be liable to you for any loss or damage suffered by you as a result of our failure to comply with such deliver times.
10. **Variations** – In the event of variation or suspension of work by your instructions or lack of instructions the contract price shall be adjusted accordingly and, subject to agreement between us to the contrary, payment for that portion of the work carried out as certified by us shall immediately become due to us.
11. **Passing Title** –
 - (a) Risks in the goods will pass to you upon delivery thereof.
 - (b) Property in the goods will not pass to you until payment in full therefore is made, and until such time –
 - (i) You shall hold the goods and the proceeds of sale thereof (if any) on trust for us absolutely to the intent that we shall be entitled to trace such proceeds in the hands of you or, should we wish to do so, to re-take possession of the goods.
 - (ii) If any of the goods are processed into, incorporated in, or mixed with other goods or materials prior to payment being made therefore the property (but not the risk) in the whole of such other goods are passed to us at the moment of such processing and/or mixture and shall remain with us.
 - (iii) You grant us licence without notice but during normal business hours to enter upon your premises for the purpose of re-possessing the goods.
 - (iv) You will store the goods and any products into which they are processed, incorporated or with which they are mixed, in such a way as to be readily identifiable as our property.
 - (v) Nothing in this clause shall confer any right upon you to return the goods sold hereunder or to refuse or to delay payment therefore, unless otherwise agreed.
12. **Delivery** – Unless otherwise specified in our tender, the price quoted does not include delivery. Unless otherwise specified we shall not be responsible for offloading.
13. **Loss or Damage in Transit** – When the price quoted includes delivery other than at our works, we will repair or at our option replace free of charge goods

lost or damaged in transit provided that we are given written notification of such loss or damage within such time as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit or, where delivery is made by our own transport, within seven days after receipt of the Advice Note.

14. **Terms of Payment** – Unless otherwise agreed, payment in full shall be due for goods by month end following month of delivery. We shall be entitled to interest as well as before judgement on a day to day basis at 2% over the time to time prevailing Bank of England Minimum Lending Rate on any overdue payments and we shall be entitled to withhold further deliveries to you if at any time your payments to us shall be in arrears.
15. **Storage** – If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
16. **Pricing** –
 - (a) We reserve the right to invoice you at the price ruling at the date of despatch of the goods whether of our own manufacture in accordance with price lists prevailing at date of readiness for despatch. All price lists are subject to alteration or withdrawal without notice.
 - (b) Paragraph (a) of this condition can only be altered by our further agreement in writing to fixed prices for a stated period or the substitution of an agreed price variation formula.
17. **Liability for Defects** – Our liability in respect of any defect in the goods supplied, or for any loss or injury, or damage attributable thereto, is limited to making good by replacement or repair any part thereof which is defective by reason solely of faulty design, materials or workmanship and which appears therein within a period of twelve calendar months, or three calendar months in the case of a repair to goods that are no longer liable for defects, after the goods shall have been first despatched. At the termination of this period all liability on our part ceases. In all such cases, the defective part or parts shall be promptly returned by you carriage pre-paid to our works unless otherwise arranged. We shall be under no liability for the fitting or installation of the repaired or replacement part or for service charges incurred in respect thereof.

In respect of goods not of our manufacture, you shall be entitled only to such benefits as we may receive under our guarantee given to us in respect thereof by the manufacturer.

The liability expressly accepted by us in Clause 8 and this clause shall be in lieu of all other liabilities that might arise from any conditions, warranties, promises and representations whether express or implied by common law or by statute (save for those which are implied by Section 12 of the Sale of Goods Act 1893), which are hereby excluded, Without prejudice to the foregoing, we will not be liable to you for any loss or damage whatsoever sustained by you howsoever arising (whether direct, indirect or consequential) as a result of or in connection with the failure of any goods supplied hereunder to comply with any specification, description or sample supplied by us.

18. **Patents and Design Rights** –
 - (a) in the event of patent infringement claims in respect of any patent the specification of which is published prior to the date of the order, relating to any part of the goods supplied by us (other than a part based on a design specified by you) we will at our expense either replace or modify such part with a non-infringing part or procure for you the right to use such part provided that we are given the opportunity to conduct all negotiations in respect of such claims, but in no event shall we have any liability for losses arising from non-use of any infringing part. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of your order.
 - (b) patent and design rights relating to goods offered or supplied by us shall remain our absolute property and our designs and drawing shall not be reproduced or disclosed without our written consent. You will not without our previous written consent copy or allow others to copy any goods or part thereof supplied by us.
19. **Liability for Accidents and Damage** - If we, our agents or subcontractors are on site for the purposes of the contract then, notwithstanding the provisions of Condition 17 we will indemnify you against direct damage or injury to your property or person or that of others occurring while we are working on site to the extent caused by the negligence of ourselves, our subcontractors or agents but not otherwise, by making good such damage to property or compensating personal injury. Provided that:
 - (a) our total liability for damage to your property shall not exceed £50,000 or the contract price whichever sum is the greater, and
 - (b) we shall not be liable to you for any loss of profit or of contracts, or save as aforesaid, for any loss, damage or injury of any kind whatsoever.Save as provided in Condition 17, we shall not be liable for any damage or injury occurring after completion of work on site.
20. **Health and Safety Indemnity** – You will on or before delivery of the goods, if so requested by us, enter into a written undertaking to take such steps as may be specified to you by us, and set out in such undertaking relating to the safe and proper use of the goods without risk to health. You shall indemnify us in respect of any liability, monetary penalty or fine in respect of, or in connection with the goods incurred by us under the Health and Safety at Work Act 1974 or any statutory modification or re-enactment thereof or any regulations orders or directions made thereunder.
21. **Arbitration** – If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of receipt of such notice, of some person appointed by the President for the time being of the Institute of Electrical Engineers.
22. **Legal Construction** – Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English law.