

Fuel Proof Ltd standard terms and conditions

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person or Company who buys or agrees to buy the Goods from the Seller;
- 1.2 'Collection Date' means the date specified by the Seller when the Goods are to be collected;
- 1.3 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.4 'Contract' means all contracts for the sale of Goods by the Seller to the Buyer
- 1.5 'Goods' means the articles which the Buyer agrees to buy from the Seller and for the avoidance of doubt includes Specifically Designated Goods
- 1.6 'Price' means the Seller's quoted price for the Goods excluding carriage, packing and insurance; and
- 1.7 'Seller' means Fuel Proof Ltd of Elmsfield Park, Holme, Carnforth, Lancashire LA6 1RJ
- 1.8 'Seller's Premises' means Elmsfield Park, Holme, Carnforth, Lancashire LA6 1RJ
- 1.9 'Specifically Designated Goods' means goods which are made to the individual design specifications and dimensions of the Buyer

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price which shall be binding on the Seller provided that the Buyer shall accept the Seller's quotation within 14 days. (The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice).
- 3.2 The Seller's Price is subject to adjustment to take account of any variation in the Seller's costs (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Seller's quotation. The Seller accordingly reserves the right to adjust the invoice price by the amount of the increase or decrease in such costs after the price is quoted by giving notice of the increase to the Buyer not less than 7 days before delivery. The adjusted invoice shall be payable as if the price set out therein was the original contract Price.
- 3.3 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above HSBC Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment

4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5 Warranties and liability

- 5.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law
- 5.2 The Seller's liability to the Buyer shall not be limited for death or personal injury relating from its own or that of its employees servants or agents negligence; or
- 5.3 The Seller has no special knowledge of the nature and value of the contents of the Buyer's premises for which the Goods have been specified. Because the potential losses which the Buyer may suffer as a result of any breach of Contract by the Seller could be disproportionate to the Price and so that the Seller can keep the Price as low as possible, the Seller must limit its liability in respect of all other matters as follows:
 - 5.3.1 subject to clauses 5.1 and 5.2 the Seller's entire liability in respect of any breach of this Agreement shall be limited to Five Hundred Thousand Pounds (£500,000)
 - 5.3.2 subject to clause 5.1 above the Seller shall not be liable to the Buyer for any losses which were unforeseeable at the date of this Agreement, or losses which were not caused by any breach on the part of the Seller or any business losses. For the avoidance of doubt business losses will include; loss of profits, loss of production and loss of business and any other consequential loss

6 Delivery of the Goods

- 6.1 The Goods shall be delivered to the Buyer at the Seller's Premises
- 6.2 Should the Buyer and Seller expressly agree for the Goods to be delivered to a specified address then the Seller will arrange carriage but such carriage will be at the Buyers cost and subject to the terms and conditions of the carrier.
- 6.3 All times or dates given for the delivery of the Goods are given in good faith but without any responsibility on the part of the Seller time of delivery should not be of the essence nor shall the Seller be under any liability for any delay beyond the Company's control.
- 6.4 Where the Goods are handed to a carrier for carriage to the Buyer or the United Kingdom Port for export, such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purposes of Section 44, 45 and 46 of the Sale of Goods Act 1979.
- 6.5 The Seller undertakes to repair or at its own election to replace any Goods damaged or not delivered in accordance with the Contract if the Buyer has notified the Seller within 7 days of the delivery date of the damage or non delivery.
- 6.6 In the event of a valid claim the Seller will not be liable for any or any further liability other than for non delivery, loss or damage or non compliance.
- 6.7 Should the Buyer fail to give the notice in accordance with clause 6.5 then the Goods shall be deemed to be in accordance in all respects with the Contract and the Buyer will be bound to accept and pay for the Goods accordingly.
- 6.8 After acceptance or deemed acceptance the Buyer shall not be entitled to reject the Goods which are not in accordance with the Contract.

7 Returns

Goods sold under the Contract cannot be returned without the Seller's prior authority. The cost of any authorised returns will be borne by the Buyer

8 RETENTION OF TITLE:

- 8.1 Legal and beneficial title to any Goods supplied by the Seller shall pass to the Buyer only when the Seller has received full payment for the Goods and full payment for all sums then owed by the Buyer to the Seller.
- 8.2 The Goods in respect of which title has remained with the Seller shall be kept identifiable as that of the Seller and in the event that the Buyer fails to pay any sums due under this Agreement in respect of any Goods supplied, the Buyer shall either:-
 - 8.2.1 immediately upon request from the Seller and at the Buyer's expense return the Goods or any part of them to the Seller; or failing which
 - 8.2.2 immediately permit the Seller and/or its representatives to enter into the Buyer's premises at reasonable times to collect such Goods or any part of them subject to the Seller and/or its representatives exercising all reasonable care and consideration in doing so.
- 8.3 The Seller shall be entitled to recover the Price plus VAT notwithstanding that title in any of the Goods has not passed from the seller.
- 8.4 Risk in the Goods shall pass to the Buyer as soon as the Goods are delivered in accordance with clause 6 and until full payment has been received by the Seller the Buyer shall fully insure the Goods against all usual risks.

9 Conditions and Warranties

- 9.1 The Buyer will immediately inform the Seller of any defects arising in the Goods and at its own expense arrange for the return of the Goods to the Seller's Premises. The Seller warrants to repair the Goods or at its own discretion replace the Goods within six months of inspecting the faulty Goods.
- 9.2 Any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealings) as to the quality of the Goods or their fitness for any particular purpose (even when that purpose is made known to the Seller) or as to the correspondence with any description are hereby excluded.
- 9.3 The Seller accepts no liability for any losses or damage caused by pollution resulting from improper use of the Goods after Delivery.

10 Agreements for 'Specifically Designated Goods'

In the event that the Buyer orders Specifically Designated Goods the Buyer will be liable for the full Price plus VAT of the Contract once production starts of the Specifically Designated Goods UNLESS the Contract is frustrated in accordance with clause 11 or terminated by the Seller.

11 Frustration

The Seller shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant and machinery or shortage or unavailability of raw materials from normal source or supply.

12 Proper Law

These Conditions shall in all respects be governed by and deemed to have been made in England and the Buyer and Seller agree to submit to the non-exclusive Jurisdiction of the English Courts.