7.2 From when the risk of loss of and damage to the Goods commences to when the Company is paid in full for them the Buyer shall:

7.1 Notwithstanding that the property in the Goods may not have passed to the Buyer the Buyer shall carry all risk of loss of and damage to them incorporated therein, the product thereof shall become or be deemed to be owned in common with that other whatsoever.

4.7 The Buyer and the Company shall enter into the Contract in the knowledge that the liability of the Company is to be limited in

4.5 Save as expressly provided herein the Company shall exclude any warranty condition or statement express or implied statutory or

4.2.6 the above warranty does not extend to reconditioned or second-hand Goods supplied by the Company.

4.2.5 that the Goods are maintained, serviced and lubricated in accordance with the Company's instructions and that all spare parts including

4.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company in respect of which the Buyer

4.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification

4.1 The Buyer shall provide the Buyer with all information and documents necessary to enable the Company to complete the Contract.

10.4 The preparation and construction of foundations access and supporting structures are not included in the Contract and must be prepared by the Buyer and the construction thereof is the responsibility of the Buyer.

10.3 The Buyer shall provide the Buyer with all information and documents necessary to enable the Company to complete the Contract. The

10.2 The Buyer is responsible for all health and safety matters and for ensuring that all work, installations and equipment are carried out in

11.9 No retention of the Contract Price shall be made by the Buyer without the Company's written agreement.

11.8 The Company shall not be liable in any other way for any sums claimed by the Buyer or for any sums due to the Buyer for extra works or extras or for any other claim that is or may be made by the Buyer at any time under the Contract for any extra works or extras.

11.7 The Company shall add to the Contract Price the cost of extras incurred by the Company in relation to:

11.7.1 additional items ordered;

11.7.2 tests alterations or commissioning additions;

11.7.3 alterations in design quantity specification or manufacturing details including the correction of any error on the part of the Buyer therein

11.7.4 Any other alteration or change (including changes of price or delivery dates) which the Company has not been notified of in writing by the Buyer prior to the commencement of the Works unless otherwise agreed in writing.

11.6 In respect of the Contract the Buyer shall not be liable for any loss or damage caused by delay for whatsoever reason. Time will be of the essence of the Contract for the performance by the Buyer of its obligations herein and the Buyer shall indemnify the Company against any loss or damage caused by delay for whatsoever reason.

0. WORKS AND DELIVERY

8.1 Delivery of the Goods and the carrying out of the Works or any of them shall take place at the location specified in the Quotation or Acceptance or (if no location is specified) at the premises of the Buyer.

8.2 The carrying out of the Works and/or delivery of the Goods shall not be hindered by any obstruction or impediment on the premises.

3.3 Subject to any agreed variation under clause 3.5, the Buyer hereby agrees that these are the only terms and conditions which regulate the

3.1 The above quotation is given by the Company subject to the Contract being accepted by the Buyer within the time stated in the Quotation and in accordance with the terms and conditions hereof.

2. Warranties and Liabilities

4. Subject to the conditions set out below the Company warrants that the Goods will correspond with their description at the time of delivery and that they will be free from defects in material and workmanship for the period stated in the Quotation or Acceptance (the Warranty Period) which shall commence on the date of delivery.

2. The above warranty is given by the Company subject to the following conditions:-

3. The Company shall not be under any liability to respect in any of the defects in the Goods arising from any drawing, design or specification

11.5 Interest will be charged on all overdue accounts at the rate of four per cent above Bank of Scotland base lending rate for the time being in

10.1 The Company reserves all rights protected by statute, license, registration or common law vested in the Company by way of letters, patent,

8.1 The Company is required to give the Buyer all reasonable assistance that may be required in order to enable the Buyer to present a

8.4 In the event of delivery of the Goods taking longer than 30 days from delivery note of which these terms and conditions form part or to which they are annexed.

8.3 The carrying out of the Works and/or delivery of the Goods shall not be hindered by any obstruction or impediment on the premises.

1. General

1.7 The Buyer undertakes to indemnify the Company against all claims relating to the Works and/or Goods in respect of any loss, damage or expense whatsoever arising whether such claims be made by the Buyer or its any third party, and whether it may be in respect of contract or tort, liability for death or bodily injury of any other person.

5. Indemnity

1.1 The Company shall be entitled to determine the Contract by notice in writing to the Buyer if:

12. Termination of the Contract

12.1 The Company shall be entitled to determine the Contract by notice in writing to the Buyer if:

12.7 The Buyer is in breach of any representation or warranty made by the Buyer for breach of the Contract or in respect of the Goods or the Works or any group of companies of which the Company forms part.

12.6 The Company may determine the Contract under clause 12.1 if the Buyer is in breach of any representation or warranty made by the Buyer for breach of the Contract or in respect of the Goods or the Works.

11.2 The Company shall be entitled to charge interest on overdue accounts at rates to be charged in accordance with the practice of the Company’s bankers and at a rate not exceeding four per cent above Bank of Scotland base lending rate for the time being in force. Such interest will accrue from day to day and be payable both before and after any judgment.

11.1 No retention of the Contract Price shall be made by the Buyer for any work or service which has been performed by the Company, for which no account has been rendered or the Company is not entitled to payment for.

11.7 In respect of the Contract the Buyer shall not be liable for any loss or damage incurred by the Company.

11.6 In respect of the Contract the Buyer shall not be liable for any loss or damage caused by delay for whatsoever reason. Time will be of the essence of the Contract for the performance by the Company of its obligations therein.

10.1.1 The Buyer may make any voluntary arrangement with creditors or become subject to an administration order or being an individual or
time of bankruptcy or being a company subject to a winding up or being a company subject to an insolvency or bankruptcy order or being

9.2 The Buyer shall have no claim for any insurance loss or damage to the Goods or the Works for whatever cause or by whomsoever caused.

6. works and delivery

8. The Contract is based on new materials prices and the Company therefore reserves the right to the raw materials prices due to the

8. No payment may be withheld or not made on account of any sum due to the Buyer unless the Company withholds the consent of the

11.8 The Company shall not be liable in any way for any sums claimed by the Buyer or for any sums due to the Buyer for extra works or extras or for any other claim that is or may be made by the Buyer at any time under the Contract for any extra works or extras.

11.7.4 Any other alteration or change (including changes of price or delivery dates) which the Company has not been notified of in writing by the Buyer prior to the commencement of the Works unless otherwise agreed in writing.

11.7.3 alterations in design quantity specification or manufacturing details including the correction of any error on the part of the Buyer therein

11.7.2 tests alterations or commissioning additions;

11.7.1 additional items ordered;

10.2 The Buyer shall provide the Buyer with all information and documents necessary to enable the Company to complete the Contract. The

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11.4 If the Buyer fails to make payment on the due date under any Contract then without prejudice to any other right or remedy available to the Company, the Company may terminate the Contract and/or suspend any further works or delivery of Goods to the Buyer under or for the other Contract.

11.3 The Buyer shall carry out the Works and/or delivery of the Goods in compliance with all statutory requirements applicable in the Buyer’s country or region of General Law.

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