

# Midas Productions (UK) Ltd - Terms & Conditions of Sale

## 1. GENERAL

Our offer to supply is subject to the manufacturer's offer to us and to the manufacturer's conditions of sale and warranties. Price and specification may be varied and offer to sell withdrawn without notice. Prices are ex-manufacturer's works unless otherwise stated and at "price ruling at date of despatch".

## 2. SUPPLY OF GOODS ORDERED

- (a) All orders are accepted subject to goods being procurable by us from manufacturer when required and to our not being responsible for any delays, loss or damage consequential or otherwise however caused.
- (b) We will use our best endeavours to supply goods to the exact specification of the Purchaser's order. This may not always be possible due to modifications or alterations in design and we therefore reserve the right to supply against such ordered goods similar to those specified in the Order without any liability whatsoever.
- (c) Any performance figures contained in catalogues, advertising matter and quotations are based upon experience trials and testing but we do not accept any liability if such performance figures are not achieved by any goods sold to the Purchaser. The Purchaser assumes sole and exclusive responsibility for the capacity and performance of the goods being suitable and sufficient for the intended purpose and in this respect we assume no liability whatsoever.

## 3. WARRANTIES GUARANTEES CONDITIONS AND REPRESENTATIONS

- (a) If the goods are new and described in the catalogue or price list of the manufacturer, the Purchaser must make himself aware of the Manufacturer's Conditions of Sale Warranty. We undertake to assist the Purchaser in obtaining from such manufacturer the benefit of the warranty given by it in respect of the goods and this undertaking is given and accepted instead of and expressly excludes all other statutory or other warranties and conditions whatsoever. The Manufacturer's warranty is limited to making good by repair or replacement at its option any defects arising during the warranty period in the manufacturer's opinion from faulty materials or workmanship. The Manufacturer's liability extends only to such repair or replacement and it accepts no liability for any consequential or other loss or damage or injury resulting directly or indirectly from any defect in the goods. The manufacturer's warranty does not extend to failure defects or damage attributable to wear and tear improper adjustment neglect misuse alteration of specification of accident not to propriety or other components not of its manufacture but the benefit of any guarantee given to the manufacturer in respect of such components will as far as possible be passed on to the Purchaser.

## 4. USED PLANT

All offers are made subject to prior sale. All descriptions are to the best of our knowledge accurate but are only given as an aid to identification and sales are subject to the Purchaser carrying out his own inspection. Used plant is sold in "as is" condition and it is the responsibility of the Purchaser to ensure its fitness at the time of purchase. No warranty is given or implied as to the condition of Used Plant or of its suitability for any specific purpose.

## 5. PART EXCHANGE MACHINES AND EQUIPMENT

Where we have agreed to allow part of the total price of the goods to be satisfied by the Purchaser delivering a Part Exchange Machine to us such allowance is hereby agreed to be given and received and such Part Exchange Machine is hereby agreed to be delivered and accepted as part of the sale and purchase of goods upon the following conditions:

- (a) Such Part Exchange Machine is to be delivered to us in the same condition as existed at the time of examination by us. If it is not a deduction shall be made from the allowance.
- (b) If such Part Exchange Machine is not delivered within 30 days of the date of acceptance thereof by us or if the rate of V.A.T. is varied before delivery of such Part Exchange Machine an adjustment may be made to the allowance.
- (c) If such Part Exchange Machine is the subject of any Hire Purchase Agreement or other encumbrance whatsoever this must be notified to us and any allowance shall be reduced by the amount paid or to be paid in settlement of such Agreement of encumbrance and the purchaser hereby authorises us to pay off any such amount.
- (d) The Part Exchange Machine shall be delivered to us on or before delivery of the goods to the Purchaser and the property in the Part Exchange Machine shall thereupon pass to us absolute.

## 6. CONSEQUENTIAL LOSS

We are not responsible or liable for consequential loss or damage due to use breakdown or delay in repair of new or used plant.

## 7. SERVICE INDEMNITY

We are not responsible for loss or damage to plant or property of whatsoever kind belonging to a Purchaser or customer whilst on our premises or in charge of our employees howsoever caused.

## 8. PRICES

The prices quoted are those ruling at the date of the quotation and are subject to variation. The actual prices charged will be those ruling at date of despatch. Value Added Tax at the applicable rate will be payable in addition to net prices quoted.

## 9. TERMS OF BUSINESS

- (a) A deposit of such amount as shall be agreed between us and the Purchaser shall be paid by the Purchaser on placing the Order.  
We shall not be deemed to accept the Order merely by accepting the deposit and no contract shall be constituted by the Order unless and until it has been accepted and acknowledged by us in writing.
- (b) If not withstanding Clause 11 hereof the Purchaser purports to cancel an Order  
fails to accept delivery or complete the contract the deposit shall be forfeited to us but such forfeiture shall not prejudice any other remedy which may have to breach any of the conditions contained herein.
- (c) All accounts are net invoice price payable prior to delivery unless otherwise agreed in writing.
- (d) The goods shall remain our property until the price has been paid. A cheque given by a Purchaser in payment shall not be treated as a payment until the same has been cleared unless otherwise agreed in writing.
- (e) In the case of hire purchase transactions delivery will be made against the written acceptance of the hire company and payment of the balance of the price to us.
- (f) We reserve the right not to execute any Order if the arrangements for payment or the Purchaser's credit are not satisfactory to us.
- (g) In the case of non-payment of any account when due or in the case of death incapacity bankruptcy or insolvency of the Purchaser or where the Purchaser is a limited company in the case of liquidation or the appointment of a receiver we have the right to cancel every order from the purchaser and suspend or continue delivery of goods at our option.
- (h) We have the right to retain a machine under lien for our charges and to sell such machine if the customer fails to collect such a machine within ninety days of being notified that repairs ordered have been completed. Upon such a sale we shall pay the balance of the proceeds of such a sale if any to the customer after deducting our charges.

## 10. DELIVERY

- (a) Unless otherwise stated all prices are quoted ex-manufacturer's works. The cost of transport and carriage shall be borne by the Purchaser.
- (b) Any damage to goods in transit must be notified to us in writing within 24 hours of delivery. Non-delivery of the whole or part of a consignment must be similarly notified within 14 days of despatch.
- (c) When goods are offered for delivery to site our obligation is to deliver as near as safe hard road permits. The Purchaser to provide free of charge labour required for unloading on the site. If at the request of the Purchaser the vehicle leaves the hard road the Purchaser is responsible for any accident or damage of recovery costs resulting therefrom. The Purchaser is to ensure that the vehicle is unloaded with reasonable despatch. If the vehicle is detained for unreasonable period we reserve the right to make an extra charge.

## 11. ACCEPTANCE OF ORDERS

Orders cannot be cancelled by the Purchaser except with our written consent. Orders for goods made to a special order cannot be cancelled. Orders ex-stock are accepted subject to them not having been previously sold.

## 12. SUPPLY OF SERVICE

Except where the terms and conditions hereof are inconsistent therewith the supply of goods shall include the supply of services to a Purchaser or a customer.

## 13. ASSIGNMENT

The Purchaser shall not be entitled to assign the benefits of these terms of conditions or any part thereof.

## 14. WARRANTY OF AUTHORITY

Our employees have no authority to make any warranty of representation in respect of the goods other than those contained herein.

## 15. PURCHASER'S ORDER FORM

If the Purchaser's order form contains special conditions such conditions are binding only insofar as they are not at variance with the terms and conditions hereof.

## 16. LEGAL CONSTRUCTION

The contract shall in all respects be construed and interpreted in accordance with English Law.