

	WARRANTY & LIABILITY
	The Company warrants that the Goods will be free from defects in material and workmanship for a period of 3 months from the Delivery Date and that all Services will be performed with reasonable care and skill.
8.1	The warranty set out in clause 8.1 shall apply to the Company subject to the following conditions:
8.1.1	i. The Company shall have no liability in respect of any failure or defect arising from any drawing, design or specification supplied by the Buyer;
8.1.2	ii. The Seller shall be under no liability in respect of any defect or failure arising from: i. unsuitable storage treatment; or ii. abnormal use, misuse, wilful damage or negligence; or iii. use under abnormal conditions; or iv. use contrary to the Company's instructions or recommendations or, in the case of automotive Goods, those of a vehicle manufacturer; or v. use in conjunction with parts not approved by the Company or, in the case of automotive Goods, a vehicle manufacturer; or vi. reconstruction or repair carried out without the Company's approval; vii. use in any hydraulic component of any fluid other than that approved by the Company; or viii. fair wear and tear; or ix. faulty installation, servicing or repair of the Goods by any person other than a duly authorised representative of the Company;
8.1.3	if the total price paid for the Goods exceeds £10,000, the Company shall undertake liability until the total price has been paid in full.
8.1.4	the above warranties do not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
8.1.5	The company shall have no liability in respect of any failure or defect if such failure or defect is within reasonable commercial tolerances;
8.1.6	in respect of automotive Goods, the Company shall have no liability where the Goods have incurred in excess of 12,000 miles/19,200 kilometres of use.
8.2	Subject as expressly provided in these Conditions, all conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
8.3	The Buyer will carefully examine the Goods on receipt and notify the Company and the carrier immediately of any claim based on any defect in the quality or condition of the Goods or any failure to exercise reasonable care and skill or shortage within three working days of the Delivery Date or in the case of total loss, of receipt of the invoice, or other notification of despatch. Where any defect or failure was not apparent on reasonable inspection, the Buyer shall give notice of its claim in writing to the Company within seven days of discovery. For the avoidance of doubt a reasonable time shall not exceed 12 months from the Delivery Date / completion of Services. If delivery is not refused, and the Buyer does not so notify the Company, the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Contract had been performed in accordance with its terms. The Buyer will provide authority for the Company's servants or agents to inspect any damaged Goods.
8.4	The Company's liability in relation to the Goods shall be limited to replacement of the Goods or payment of the purchase price (at its option) repairing or paying for the repair or replacement of Goods which are found to be defective by reason of faulty or incorrect workmanship, parts or materials or default in work done and carrying out again any Services which it has failed to perform properly in accordance with the Contract free of charge at the Company's sole discretion, refunding to the Buyer the price (or a proportionate part of the price) but the Company shall have no further liability to the Company.
8.5	Where the Company agrees to repair or replace Goods or carry out any Services (any time specified for delivery or performance under the Contract) they shall be extended for such period as the Company may reasonably require.
8.6	The Company's liability in respect of the Goods shall be limited to replacement of the Goods as a result of any error in any weight dimension, capacity performance or other description or information, which had formed a representation or is part of the Contract, will not exceed the price of the Goods and / or Services in respect of which the description or information is incorrect.
8.7	The Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit, product recall or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise after or out of or in connection with the supply of the Goods and/or the Services and the entire liability of the Company under or in connection with the Contract shall not exceed the value of the goods supplied to the Buyer or the amount of any consideration expressly provided in these Conditions.
8.8	The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.
8.9	Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence.
9.	ENTIRETY OF TITLE
9.1	All Goods shall be at the Buyer's risk from the Delivery Date.
9.2	Notwithstanding the provisions of clause 9.1 above, the Goods shall remain the sole and absolute property of the Company as legal and equitable owner until the full payment of the price of the Goods and/or Services and all other goods and services sold or agreed to be sold by the Company to the Buyer (including any interest), whether under this or any other contract with the Buyer, has been received in cash or cleared funds to the Buyer.
9.3	The Buyer acknowledges that it is in possession of the Goods solely as bailee in a fiduciary capacity for the Company until such time as payment in full (including any interest) whether under this or any other contract with the Buyer has been received by the Company. Until such time, or until the Goods have been incorporated into the Buyer's stock, the Buyer shall retain title to the Goods and shall preserve same from its own and other's goods and in a manner which makes them readily identifiable as belonging to the Company and shall not alter, modify or add to any such Goods or any marking or identification on them and shall maintain them in good condition.
9.4	Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall have a fiduciary duty to account to the Company for the proceeds of sale or otherwise of the Goods.
9.5	If the Buyer ceases or threatens to cease to carry on business or becomes insolvent or commits an act of bankruptcy or if a petition of bankruptcy is presented against the Buyer, or if the Buyer enters into any negotiations for or make any arrangement or composition with its creditors, or if any distress or execution is levied on the Buyer or if the Buyer is made bankrupt or goes into liquidation or administration or if the Buyer is taken over by another entity, or if a receiver or administrator or a liquidator or administrator or a receiver is appointed or if an administration order is made against it or if any similar event occurs or is reasonably apprehended by the Company as about to occur in respect of the Buyer then without prejudice to any other right or remedy available to the Company:
9.6	(i) notwithstanding any other agreement as to the terms of payment, the total amount invoiced under this Contract shall immediately become due and payable;
9.7	(ii) the Buyer's right of possession shall cease forthwith;
9.8	(iii) the Company shall have the right to take back the Goods pursuant to sub-paragraph 9.6 below;
9.9	(iv) the Company shall have the right forthwith to terminate this Contract (without prejudice to any other of its rights);
9.10	(v) the Buyer's right of resale shall cease;
9.11	(vi) the Buyer shall be entitled to sue performance and/or any further deliveries under Contract without any liability to the Company.
9.12	Notwithstanding that the property in the Goods passes to the Buyer, the Company may at any time (without prejudice to any of its other rights) require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and retake possession of and / or recall any Goods, the title to which it has retained and for that purpose the Buyer hereby authorises and licences the Company, its officers, employees and agents to enter upon any land or building upon which the Goods are situated for the purpose of recovering possession of such Goods.
9.13	Notwithstanding that the Company has retained title to the Goods, the Company shall be entitled to maintain an action for the price of the Goods as soon as payment falls due.
9.14	The Goods shall be entitled to or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company, but if the Buyer does so all moneys owing by the Buyer to the Company shall without prejudice to any other right or remedy of the Company forthwith become due and payable.
9.15	The Buyer shall maintain all appropriate insurance in respect of the Goods from the Delivery Date. In the event of any loss or damage occurring while the Goods remain the property of the Company, the Buyer shall indemnify the Company for the full replacement cost of the Goods less the full purchase price of the Goods lost or damaged, less any part thereof which has already been paid and until such amount has been so settled, shall hold such sum amount as trustee and agent for the Company.
10.	INTERNATIONAL SUPPLY CONTRACTS/ EXPORT ORDERS
10.1	In respect of sales of Goods outside the United Kingdom ("Export Sales") the provisions of these Conditions shall apply unless inconsistent with the terms of this clause 10.
10.2	Unless otherwise agreed in Writing, payment of all amounts due to the Company in respect of Export Sales shall be made by irrevocable letter of credit (which is opened by the Buyer) in favour of the Company, payable to the order of the Company, issued by a bank licensed to operate in the United Kingdom and shall be transferable by the Company. If the Company has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, payment shall be made by acceptance by the Buyer and delivery to the Company of a bill of exchange drawn on the Buyer payable 30 days after sight to the order of the Company at such branch of Barclays Bank Plc in England as may be specified on the bill of exchange.
10.3	The Buyer warrants that it has obtained all permits required for the importation of goods into the country of destination through such import licence or permit has been obtained or will be obtained prior to shipment and the Buyer shall be responsible for compliance with any legislation or regulations governing such importation and for the payment of any duties thereon.
10.4	The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have the right to require any sample for analysis which may be apparent on inspection as which is made after shipment, or in respect of any damage during transit.
11.	DESIGN INFORMATION, PATENTS, COPYRIGHT AND DRAWINGS
11.1	The Buyer shall fully and effectively indemnify the Company against all losses, damages, claims, demands, costs and expenses (including legal costs on a full indemnity basis) suffered by the Company or for which the Company may become liable and which arise from or are incurred by reason of any infringement or alleged infringement of any patent, registered design, copyright, trademark, trade name or other intellectual property right which results directly or indirectly from the use of the Goods or the Services or the application of the Goods or the Services or the use of the Goods or the Services to infringe any such rights, the Company shall not be responsible for such infringement and the Buyer agrees to indemnify the Company from and against all liability arising therefrom.
11.2	The Company's copyright in and title information, designs and drawings developed by the Buyer in connection with the supply of the Goods shall at all times remain with the Company and the Buyer shall at all times keep confidential and under no circumstances use or disclose such information, designs or drawings for any purpose than as may be reasonably necessary for the proper use and maintenance of the Goods.
12.	TOOLS
12.1	Tools made specifically for, and charged in part to the Buyer, shall remain the sole property (together with the intellectual property rights therein) of the Company which reserves the right to use such tools or dispose of them after completion of the Contract unless otherwise agreed in Writing by the Company.
12.2	Any Tooling supplied by the Buyer shall remain the property of the Buyer and at the Buyers risk. The Buyer shall be responsible for the repair and maintenance of such Tooling.
12.3	All Tooling used, manufactured or procured in connection with the Contract and which is not supplied by the Buyer shall be the property of the Company.
13.	HEALTH AND SAFETY
13.1	The Buyer warrants that it will pass on to all third parties to whom it may supply the Goods or who may use the Goods, all information as to use and safe handling of the Goods which has been provided to the Buyer by the Company, and the Buyer will indemnify the Company against any loss, damage, claim cost or expenses it may incur as a direct or indirect result of the Buyer's breach of its warranty.
14.	INSTALLATION
14.1	If under the Contract the installation, testing or servicing of the Goods or any other Goods is to be carried out by, or under the supervision of the Company, the Buyer warrants that it will lay all necessary foundations and make all preparations to the site which the Company deems necessary, by such means as the Company may specify in writing, and that the Company shall be responsible for the safety of the site and that it will provide suitable access to and possession of the site and all information and facilities required, to enable the Company to perform its obligations.
14.2	The Company's liability in respect of any direct damage to property caused in the course of installation, testing, servicing or repair of the Goods by the negligence of the Company or the negligence or willful default of its servants or agents shall not exceed the price payable under the Contract.
14.3	The Company reserves the right to subcontract the installation of the Goods or the performance of any other Services required under the Contract.
14.4	The Buyer warrants that it will at all times provide a safe-working environment for the Company's employees, agents and sub-contractors and will comply with all statutory or other regulations and codes of practice in connection therewith and will indemnify the Company in respect of any loss incurred by the Company due to the Buyer's breach of such warranty.
14.5	The Buyer shall indemnify and hold the Company, its employees, agents and sub-contractors against any loss or damage to any property or injury or death of any person