

STANDARD CONDITIONS OF SALE AND SERVICE OF TURNER DIESEL LTD.

(HEREINAFTER REFERRED TO AS "THE COMPANY")

1. **QUOTATIONS:**
Unless previously withdrawn all quotations are open for acceptance within 30 days only from the date thereof and are subject to confirmation by the Company at the time of acceptance by the customer. The acceptance of the Company's quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith and effect delivery or service in due course
2. **DESCRIPTION:**
All descriptive specifications, drawings and particulars of weights and dimensions submitted with the Company's quotations are approximate only and the descriptions and illustrations contained in the Company's catalogue, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract. The Company reserve the right to modify without notice the designs and specifications for the materials used in its products and substitute reasonably equivalent manufactured items.
3. **ORDERS:**
The Company reserve the right to accept or refuse orders and also to cancel or suspend delivery of any incompleting orders.
4. **PRICE:**
The price is subject to adjustment to the prices ruling on the date the goods are despatched or services performed.
5. **DELIVERY:**
Delivery shall be made to the place notified by the customer. The Company attach great importance to meeting quoted delivery dates and time for service but under no circumstances will either accept liability or be held to be liable for any failure to meet delivery dates and service times no matter what the reason for the said failure. Any time quoted for despatch is to date from receipt by the Company of a written order to proceed and of all necessary information and drawings to enable it to put the work in hand. Claims with regard to non-delivery, damage, errors in despatch or disconformity with order must be made in writing to our Registered Office within seven days of the date of delivery (or stated delivery date) or of the Company's invoice whichever is earlier or such shorter period as may be specified by the carriers. The customer shall also be responsible for giving the carriers any requisite notice of any claims with regard to damage in transit. The Company reserve the right to make additional charges (including a storage charge) where it is prevented by the customer from making delivery or effecting installation, erection, commissioning or service or where delivery is suspended pending payment.
5. **CARRIAGE:**
Unless otherwise specified, the Company's quotation excludes delivery. When packing cases or crating are required these will be charged for unless specifically allowed for in the quotation.
7. **ERECTION AND/OR INSTALLATION AND/OR COMMISSIONING:**
The Company has no responsibility for and accepts no liability for installing, erecting, commissioning or servicing the equipment unless otherwise stated in its quotation. In the event of such installation, commissioning, erecting or servicing being provided by the Company the customer shall ensure that a clear and suitable site is available ready for the installation, commissioning, erecting and/or servicing of the equipment and that the site is readily accessible to normal transport. The customer will also ensure that the premises and/or site complies in all aspects with the statutory requirements for the installation and functioning of equipment. Except when otherwise specified the Company does not supply labour or materials for any builder's work, foundations, structural alterations, plumbing or electrical work.
5. **INITIAL PERIOD SERVICE:**
Where the goods are sold and/or installed or erected on the basis of service being given during a stated period the Company will provide such service during normal working hours as shall in the opinion of the Company be necessary and the stated period shall run from the date of delivery of any goods being supplied or from the date of completion, installation or erection if such goods are being installed or erected by the Company.
9. **GENERAL SERVICES:**
In the event of the contract relating solely to services such services shall be provided during normal working hours or otherwise if provided for in the quotation as shall in the opinion of the Company be necessary. Any contract relating solely to the provision of services may be terminated on either party giving three months' notice in writing to that effect.
10. **INVOICING:**
Unless otherwise stated in the Company's quotation.
(a) The customer may be invoiced for the equipment (which term includes any part or parts thereof) upon
 - (i) despatch from the Company's premises or
 - (ii) delivery to customer's premises or arrival at dock in the case of direct shipment or
 - (iii) the expiration of seven days from the date when notification that the equipment is ready to despatch is forwarded to the customerwhichever event first occurs.
(b) The customer may be invoiced for services performed immediately such services have been performed and shall be due for immediate payment or otherwise in accordance with the terms quoted for such services.
(c) The customer may be invoiced with regard to installation, erection or commissioning on completion to the Company's satisfaction.
11. **PAYMENT:**
When installation, erection, commissioning or servicing is required payment will be made therefor immediately such installation, erection, commissioning or servicing is completed to the Company's satisfaction or an invoice is presented whichever is earlier unless otherwise stated on the quotation. Notwithstanding installation, erection or commissioning payment shall be made for the equipment in accordance with the provisions of these conditions relating to equipment and goods. In all circumstances goods will be paid for on delivery or on receipt of invoice whichever is earlier unless otherwise stated in the Company's quotation. In the event of non-payment of any invoice on the due date the Company shall have the right at its sole discretion to withhold further deliveries (and any installation, erection, commissioning or servicing arrangement) until payment is received and shall incur no liability for loss of any kind whatsoever suffered by the customer in respect thereof. Should the Company be prevented by the customer from making delivery or carrying out service, commissioning or installation on the due date payment will fall due as if the goods had been delivered or servicing or commissioning or installation carried out on the due date. No ownership in any equipment (which term includes any part or parts thereof) shall pass until full payment has been received by the Company therefor.
12. **CUSTOMER'S RISK:**
Notwithstanding the Company's ownership, equipment shall be entirely at the customer's risk as from the date of delivery. When the Company is to install or erect equipment the installation or erection will be in a workmanlike manner, but the Company shall not be responsible for any damage done to property occasioned by the work of installation or erection.
13. **WARRANTY:**
The Company gives no warranties other than those provided by the manufacturer's standard warranty the terms of which may be obtained from the manufacturer on request and such warranties as are specifically provided by statute. When legally acceptable the manufacturer's warranty shall take precedence over the statutory warranty. The Company give no warranties with regard to installations, erections or servicing performed except those specifically provided by statute. All other warranties are excluded.
14. **CONSEQUENTIAL LOSS**
The Company accepts no liability for any consequential loss, damage, claims and liability of any kind arising from any cause whatsoever whether or not such liability is due to the negligence or omission by the Company or any of its employees or others acting on its behalf.
15. **PATENTS:**
In the event of any claim being made or action being brought against the customer in respect of infringement of patents by the use, manufacture or sale of the goods supplied by the Company to the Customer hereunder the customer shall make no admissions in respect thereof but shall notify the Company and the Company shall be at liberty with the customer's assistance, if required, but at the Company's expense to conduct all negotiations for settlement of the same or any litigation that may arise therefrom, subject to such notification and provided that no such goods or any part thereof shall be used for any purpose other than that for which they were supplied to the customer the Company will indemnify the customer in respect of any such claim or action always provided that notice of any such claim has been given in writing to the Company by the customer within seven days of the receipt thereof by the customer.
16. **TAXES:**
Any contract unless otherwise stated excludes custom and import duties and other taxes. The customer shall be responsible for all customs and import duties and other taxes imposed up to and including the actual date of delivery or performance. Unless otherwise stated all quotations exclude Value Added Tax which shall be paid by the customer at settlement at the rate current at the tax point, if applicable.
17. **STATUTORY REQUIREMENTS:**
The Company shall be responsible for complying with and giving all notices required by any Acts of Parliament or any order made under an Act of Parliament or any regulation or bye law of any local authority or any statutory undertaking which has any jurisdiction with regard to the manufacture of the equipment and/or installation, commissioning or servicing of the same of which it is aware. The customer shall pay and indemnify the Company against any liability in respect of any fees or charges legally demandable under any Act of Parliament, any instrument, rule or order made under any Act of Parliament or any regulation or bye law of any local authority or any statutory undertaking, it shall be the customer's responsibility to bring to the notice of the Company all such statutes, instruments, rules, orders or bye-laws at a date prior to the date of quotation.
18. **FRUSTRATION OF ORDER:**
The Company shall incur no liability to the extent to which the fulfilment of any obligations or any part thereof is prevented, frustrated or impeded as a consequence of conforming with any rules or regulations whether Parliamentary, parochial or by any other authority or by any cause beyond the Company's control. The Company shall also be entitled to cancel the contract without liability in the event of any necessary licence or consents not being forthcoming.
19. **ALTERATION OF CONTRACT:**
Any provisions or conditions contained in a customer's order or correspondence which conflict with or are in addition to these conditions shall be excluded unless otherwise expressly agreed by the Company in writing. The placing of an order by the customer with the Company shall be deemed to be an acceptance of these conditions by the customer without modification. No part of any order may be assigned or sub let without the Company's written permission. The Company may assign however or sub let the contract in whole or in part at its sole discretion.
20. **ARBITRATION:**
If at any time any question, dispute or difference whatsoever shall arise between the Company and the customer upon or relating to or in connection with the contract the same shall be referred to a single arbitrator to be mutually agreed upon or failing agreement within fourteen days of notice in writing by one party to the other party of the existence of the dispute or difference to be appointed by the Dean of the Royal Faculty of Procurators, Glasgow. Said Arbitrator shall have power to award expenses and his decision shall be final.
21. **LEGAL CONSTRUCTION:**
The Contract shall in all respects be construed and operated as a Scottish contract and in conformity with the Laws of Scotland