

CONDITIONS OF SALE

1. General These Conditions Of Sale shall apply to all contracts entered into by Aljac Fuelling Components Limited (referred to as The Seller) for the supply of goods and services to any person, company or organization (referred to as The Buyer), and shall also apply to any goods and services supplied in substitution for or in replacement of or in addition to the contract goods or services and to all drawings and specifications supplied therewith, with such modifications if any as may be agreed by The Seller in writing.

2. Quotations A quotation remains open for acceptance for a period of 30 days unless stated otherwise and includes only the goods, services or accessories as are specified therein. The Seller reserves the right to withdraw or revise any quotation at any time up until an order is accepted.

3. Basis Of Contract No contract shall exist until an order has been received and accepted in writing by The Seller. These Conditions Of Sale shall override and replace any term or condition stipulated or incorporated by The Buyer whether contained in the order or otherwise. The submission of an order to The Seller shall be deemed to be an acceptance of these Conditions Of Sale by The Buyer.

4. Prices All prices are ex-works Shepperton unless stated otherwise in writing and are subject to change without notice. Every effort will be made to maintain the prices agreed on any contract but if before the date of delivery to The Buyer any increase shall have occurred in the cost of goods, raw materials, labour or transport The Seller shall have the right to increase the prices proportionately and The Buyer shall be required to pay an additional sum. Unless stated otherwise in writing prices do not include VAT or the cost of packing or delivery, which will be charged extra to The Buyer.

5. Delivery Any delivery date quoted by The Seller is given and intended as an estimate only and The Seller shall under no circumstances be liable for any loss or expense occasioned by the delay in delivery nor shall The Buyer be entitled to refuse to accept the goods or services on the grounds of late delivery. Delivery of the goods or services may be made by The Seller as part consignments and payment for any part consignments shall be made in accordance with the Conditions Of Sale as if supplied as a separate order. The Buyer shall be responsible for offloading and placing into position the goods on delivery to The Buyer's premises or stipulated delivery address and any costs incurred due to lack of suitable offloading facilities shall be charged to The Buyer. The Seller reserves the right to add a storage and handling charge to the final invoice value if the delivery of the goods or services is delayed by The Buyer for any reason including the lack of clear or precise forwarding instructions.

6. Divisibility Where delivery is to be made by instalments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by The Seller in respect of any one delivery shall not entitle The Buyer to repudiate the contract or any instalments remaining to be delivered thereunder.

7. Damage In Transit Where prices quoted include delivery to The Buyer's premises The Seller shall either repair or replace at The Seller's option free of charge any goods damaged in transit providing that The Buyer sends to The Seller and the carrier written notification of such damage within 3 days of receipt.

8. Order Cancellation No orders may be cancelled without the written agreement of The Seller. At The Seller's option, cancelled orders may be subject to payment of cancellation charges equal to all costs incurred by The Seller up to the date of cancellation including an allowance for The Seller's overheads.

9. Return Of Goods Goods may not be returned without the written agreement of The Seller, all transportation or repackaging charges must be borne by The Buyer and unused goods of current design shall be subject to a restocking charge to be decided by The Seller and shall not be less than 20% of the value. All goods returned must be protected by the original intact packing or packing of an equivalent standard.

10. Payment Unless stated otherwise, payment shall be due 30 days after the date of invoice for established credit account holders and either cash with order or cash prior to delivery for other customers. The invoice value of the goods held by The Seller at the request of The Buyer after the date upon which the goods would otherwise have been despatched will become due for payment on the last day of the month following that in which the request for delay had been made, and The Seller reserves the right to add a storage and handling charge to the final invoice. In addition to any right or lien to which The Seller shall be entitled to by law, in the event of The Buyer's insolvency The Seller shall be entitled to a general lien on any or all of The Buyer's goods in possession of The Seller, even if such goods have been paid for, for the unpaid value of any goods or services sold and delivered to The Buyer under the same or any other order or contract. All goods shall remain the sole property of The Seller until full payment for the goods has been received.

11. Guarantee The Seller guarantees to replace or repair at The Seller's option ex-works any goods which are proven to be defective due to bad design, materials, workmanship or manufacture providing that such goods are returned to The Seller's premises within 12 months of the date of invoice, all packaging and carriage charges are to be borne by The Buyer. The guarantee hereby given applies solely to goods manufactured by The Seller, and will be invalid if repair is attempted by The Buyer or any third party without the written agreement of The Seller, and will only be valid to the original Buyer of the goods. Goods supplied by but not manufactured by The Seller will be subject to the same guarantee and conditions of sale as those given to The Seller by the respective manufacturer of the goods. In such cases The Seller will, at the request and expense of The Buyer assign to The Buyer the benefit of any guarantees (if any) as are made by the manufacturer of the goods insofar as The Seller is able to do so.

12. Exclusion Of Liability The guarantee contained in clause 11 hereof is given in lieu of all other conditions or warranties express or implied whether arising by statute, common law or otherwise, which said conditions or warranties are expressly excluded. The Seller shall not under any circumstances be liable in respect of any injury, loss, damage, expense or liability whatever suffered or incurred by The Buyer however caused and whether the same shall arise out of or as a consequence of any breach by The Seller of its obligations under the contract of sale.

13. Drawings All drawings, plans, photographs, capacities, weights, measurements and any other particulars are approximate only and shall not form part of the contract of sale. Deviations shall not invalidate the contract of sale and shall not result in any subsequent claim against The Seller. The Seller reserves the right to change the design or construction of any product without notice. All drawings, plans and written information including price lists supplied by The Seller are copyright and must not be copied or the contents communicated to third parties without the written permission of The Seller.

14. Test In the event of tests of performance being required by The Buyer at The Buyer's premises, all raw materials, power and personnel required shall be placed at the disposal of The Seller and shall be paid for by The Buyer.

15. Force Majeur If performance by The Seller of its obligations under these Conditions Of Sale shall be hindered or prevented by industrial dispute, accident, breakdown of machinery, shortage of materials, export or import restrictions or any other cause whatsoever beyond the reasonable control of The Seller, The Seller shall be entitled by notice in writing to The Buyer to terminate the contract, without prejudice to the liabilities of either party accrued before the date of termination.

16. Arbitration If at any time any question, dispute or difference whatsoever shall arise between The Seller and The Buyer in relation to, or in connection with or arising out of the contact of sale, either party may give to the other notice in writing of such question, dispute or difference and it shall be referred to a person mutually agreed upon. The contract and the formation thereof shall be governed and construed according to the laws of England.

17. Data Protection Act 1998

17.1 We may transfer information about you to our financiers, who:

a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credits or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreements with us:

b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;

c) may give information about you and your indebtedness to the following:

i) our or their insurers for underwriting and claims purposes;

ii) any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;

iii) their bankers or any advisors acting on their behalf;

iv) any business to whom your indebtedness or our arrangements with our financiers

may be transferred – to facilitate such transfer;

d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;

e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable their rights or comply with the obligations.

17.2 We will provide you with the details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.