

General Terms and Conditions of Sale**Definitions**

- 1.1 'Company' means Midasmotion limited.
- 1.2 'Buyer' means the persons(s) or company whose order is accepted by the Company.
- 1.3 'Goods' means goods or services supplied by the Company.
- 1.4 The 'Contract' is defined by this document and amendments or additions authorised in writing by a director of the Company.
- 1.5 'Delivery' shall also be construed as time for performance.

Basis of Contract

- 2.1 The Contract shall only come into existence once the Company has received and accepted the Buyer's order.
- 2.2 The 'Contract' shall be the entire contract between the Company and the Buyer and the sale of goods by the Company to the Buyer shall not constitute acceptance of any other terms and conditions or provisions.
- 2.3 Unless confirmed in writing by the Company, information and advice contained in the Company's catalogues, advertisements and publicity material shall not form part of this contract.
- 2.4 Unless confirmed in writing by the Company, any advice or recommendation given by the Company or its employees or agents is followed or acted upon entirely at the Buyer's risk, and accordingly the Company shall not be liable for such advice or recommendation.
- 2.5 Any typographical, clerical or other such error or omission in any document issued by the Company shall be subject to correction without any liability on the part of the Company and the Buyer will not be entitled to rescind the Contract
- 2.6 The Buyer shall ensure that all Goods are suitable for intended use.

Prices

- 3.1 A quotation shall be valid for 30 days from its date unless otherwise stated in writing and authorised by a director of the Company.
- 3.2 Prices quoted do not include any applicable taxes, packing, carriage or insurance which the Buyer shall pay in addition to the price.
- 3.3 The Company may alter its quoted price at any time.
- 3.4 Unless stated and authorised in writing by the directors of the Company, the Buyer shall make full payment for the Goods as invoiced by the Company within 30 days of the date of the invoice.
- 3.5 Any advance payment is a deposit and not a part payment.
- 3.6 If full payment is not made by the due date, any previously agreed discounts will no longer apply and the Company reserves the right to amend any issued invoices to reflect the full list price.
- 3.7 The Company may claim interest and compensation for debt recovery costs under the late payment legislation.
- 3.8 The Buyer shall not be entitled to withhold payment of any invoice by reason of claim or dispute.
- 3.9 The Company shall have the right to suspend or terminate performance of its obligations if it reasonably believes that the Buyer will not make payment in accordance with this document.

Delivery and Risk

- 4.1 Unless confirmed in writing by a director of the Company, dates and times of Delivery are estimated only. Time shall not be of the essence and the Company reserves the right to amend delivery estimates.
- 4.2 Any claims for damage to, shortages or apparent defects in the Goods must be made in writing to the Company within 5 working days of delivery giving full details of the damage or defect.
- 4.3 External damage to packaging must be noted on the carrier receipt or otherwise the Buyer shall be considered to have accepted delivery.
- 4.4 Where heavy components, equipment or machinery is supplied to or accepted from the Buyer the Buyer is responsible for lifting such items off or onto the transport (e.g. curtain sided lorry) to or from its normal position of use.
- 4.5 The Buyer is responsible for any costs related to lifting and must use appropriate equipment (eg. forklift truck, etc) and provide suitably trained staff to operate such equipment. The Buyer must be adequately insured for such activity and is responsible for the full cost of repairing or renewal of items damaged during lifting or caused by improper preparation (e.g. use of transport braces, straps, pallet, extended forks, etc).
- 4.6 Any claims for non-delivery must be made to the Company within 7 working days of the invoice date.
- 4.7 The Company shall not be liable for any damage to or apparent defect in the goods unless the Buyer complies with the conditions above and establishes that the damage or defect occurred before

delivery.

Passing of Property

- 5.1 The Goods shall remain the property and in absolute ownership of the Company until the Buyer has paid the Company in full all amounts owed (including VAT and taxes) in respect of the Goods.
- 5.2 Until full payment is made, the Buyer shall keep the Goods in good satisfactory condition and at its own cost fully insure them. The proceeds of the insurance shall be held on trust for the Company.
- 5.3 The Buyer shall immediately notify the Company if it or its directors intend to present a petition for the making of an administration order or if it is aware of any such intention on the part of its creditors.
- 5.4 The Company may repossess the Goods at any time prior to payment in full for the Goods and for this purpose the Buyer grants to the Company an irrevocable licence to enter the Buyer's premises or other premises in the occupation or control of the Buyer where the Goods are believed by the Company to be located and remove the Goods.

Guarantee

- 6.1 The Company guarantees that the Goods will be free from defects in materials and workmanship for a period of 24 months from delivery, subject to the following conditions:
 - 6.1.1 The defect is not one that the Buyer should have notified the Company in accordance with these terms and conditions.
 - 6.1.2 That the defect is not related to information supplied by the Buyer.
 - 6.1.3 That the defect is not due to fair wear and tear, wilful damage, negligence, failure to follow the Company's written or oral instructions, failure to store, install, maintain and use the Goods in the proper environment with reasonable care, or alteration of the Goods without the Company's approval.
 - 6.1.4 That the total price for the Goods has been paid by the due date.
 - 6.1.5 That the Goods have been manufactured by the Company.
- 6.2 For parts, materials or equipment supplied by the Company but not manufactured by the Company or not normally stocked by the Company the Buyer shall only be entitled to the benefit of any such guarantee or warranty as is given by the supplier to the Company.
- 6.3 Any Goods shall on replacement become the property of the Company.
- 6.4 The guarantee is a 'return to base' guarantee and any cost of travel, travel time, subsistence or other costs related to the repair, replacement, verification or investigation of defective Goods shall be paid by the Buyer at the price paid by the Company for such services.
- 6.5 The Company shall be entitled to repair, replace the Goods (or part in question) free of charge or, at the sole discretion of the Company, refund to the Buyer the price of the Goods (or a proportional part of the price), but the Company shall have no further liability to the Buyer, save as expressly provided by the Contract.
- 6.6 The Company shall not be liable to the Buyer or be deemed in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

Proprietary Rights

- 7.1 All copyright, patent, trade secret and other proprietary and intellectual property rights in the Goods, their packing and all information which the Company may provide to the Buyer or its agents shall at all times remain vested in the Company, and the Buyer shall not acquire any intellectual property rights or licence relating to the Goods and may not copy or imitate the Goods.
- 7.2 The Buyer shall, both during and after completion of the Contract, treat as confidential all information which the Company may make available to it and shall only use or disclose it as may be necessary to enable it to use the Goods.

General

- 8.1 English law shall in all respects govern the Contract. The parties submit to the jurisdiction of the English courts.
- 8.2 Failure of the Company to exercise any of its rights shall not be a waiver or forfeiture of such rights.
- 8.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected.