GENERAL CONDITIONS OF SALE

(A) INTERPRETATION

1. "the Company" shall mean ARS Anglican Diesels Ltd. and its successors and assigns.
2. "Goods" shall mean products supplied or to be supplied by the Company.
3. "the Customer" shall mean the person to whom and all their request or order is given for Goods supplied by the Company.
4. "Conditions" shall mean these Conditions and any special terms and conditions agreed in writing between the Company and the Customer.
5. "in the event of any conflict between the Company and the Customer and any special terms and conditions the latter shall prevail.

(B) BASIS OF THE SALE

1. Any terms and conditions proffered by the Customer are hereby excluded.
2. A quotation made by the Company shall be valid for 30 days from the date of the quotation. Any order accepted by the Customer by writing or verbal instruction shall be deemed to constitute an offer by the Customer to enter into a Contract upon these Conditions.
3. All specifications, instructions, weights, dimensions, performance and other information supplied by the Company whether verbally or in writing are approximate or illustrative only.
4. The Company may at any time and without prior notice make improvements, amendments or alterations to the design of the Goods or the method of their manufacture or any instructions which accompany the Goods and any such improvement, amendment or alteration shall not affect or avoid any contract.
5. The Company reserves all proprietary and patent rights in the Goods and reserves copies in and retains ownership to the copyright in and retains ownership of any materials which the Company has produced or commissioned for the Customer.
6. In the event of any conflict between the Company and the Customer and any special terms and conditions the latter shall prevail.

(C) PRICE AND PAYMENT

1. All prices quoted are exclusive of transport and VAT or any other tax replacing amending or superseding any of transport and VAT or any other tax and are payable upon delivery of the Goods.
2. The Company may at any time call for a deposit of a sum not exceeding 40% of the Contract price.
3. The Customer shall pay for the Goods in full within 30 days following the last day of the month of the date of the invoice. The Customer shall have no right of set-off, statute or otherwise.
4. Interest may be charged (without further notification and calculated from the date of invoice and both before and after any judgement and notwithstanding any period of grace which may be extended to the Customer) on all outstanding accounts at the rate of 3% above the base lending rate of the Company's Bankers for the time being. Any payment received shall be attributed to the longest outstanding debt.
5. The Company reserves the right to vary the price of the Goods at any time by any amount attributable to:
   (i) suspension or alteration to work by reason of a change in the Customer's instructions or a lack of cooperation by the Customer
   (ii) any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any other factors which may influence the cost between the date of the Contract and the date of delivery or completion or payment in full
   (iii) any requirements as to inspection, documentation marking or otherwise labelling the Goods which are not made known in writing to the Company before the Company accepts the order.

(D) DELIVERY AND STORAGE

1. Delivery dates are given by the Company as an indication of the estimated delivery time for delivery is not of the essence of the Contract and failure to deliver on the estimated dates will not entitle the Customer to repudiate the Contract or to claim damages in respect of any such failure.
2. The Customer shall have no right to suspend or delay delivery, if the Customer fails to accept delivery the Company may store or arrange storage of the Goods at the Company's risk and charge the Customer for the reasonable costs of storage and insurance until delivery.

(E) RISK AND THE COMPANY'S RETENTION OF TITLE

1. The risk of loss or damage to the Goods shall pass to the Customer when the Goods are delivered to the Customer or its Agent.
2. Notwithstanding delivery and the passing of the risk in the Goods the property in the Goods and the right to recover the same shall remain with the Company until payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is due and until such time as the property in the Goods passes to the Customer in accordance with the preceding clause.
3. The Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and of third parties and property stored protected and insured and identified as the Company's Property and so that they can be identified as such and any increase or decrease in the goods supplied shall vest in the Customer.
4. The Customer shall be entitled to resell or use the Goods (or the articles in which they are incorporated) in the ordinary course of its business to or on behalf of a third party.

3.2.1. Where the Customer receives payment from the third party the Customer shall retain such payment and shall at the request of the Company.
3.2.2. Where the Customer has not received payment from the third party the Customer agrees to take possession of the goods on the Company's behalf and shall maintain the goods in such a state so as not to prejudice the Company for the recovery of any sums due from the Customer in respect of such sale including at the Company's request assign the Agreement to the Company or the claim against the third party and all of rights to receive the sale proceeds. For the purpose of this provision the Customer irrevocably appoints the Company as its attorney.

3.2.3. The Company may at any time revoke the power of sale and use contained in this clause by notice to the Customer if the Company is in default for longer than 28 days in the payment of any sum due to the Company or for any default or breach of any of the terms and conditions of sale or of any contract to which the Goods supplied at any time by it to the Customer or if the Company has reasonable doubt about the solvency of the Customer of which the following non-exhaustive list of events shall be sufficient evidence:

3.2.3.1. Upon the Customer becoming (or the Company believing on reasonable grounds that the Customer has become) insolvent.
3.2.3.2. Upon the appointment of a Receiver or the whole or any part of the Customers undertaking.
3.2.3.3. Upon the Customer making or offering to make any arrangement or composition with Creditors or committing any act of Bankruptcy or taking or suffering any similar action in consequence of which the Customer is or is likely to become insolvent.
3.2.3.4. Upon any distress or execution is levied upon the Customer or upon the property or assets of the Customer.
3.2.3.5. Upon any petition or order in Bankruptcy is presented or made against the Customer.
3.2.3.6. Upon any administration order is made or administration receiver is appointed or
3.2.3.7. (Where the Customer is a Limited Company) any resolution or petition to wind-up the business of the Customer is passed or presented.
3.2.3.8. Upon the Company giving to the Goods possession to the Customer the Company may at any time require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith or immediately in emergency or upon the occurrence of any of the events set out in paragraphs 3.2.3.1 to 3.2.3.7 of this clause the Company may remove to detach the Goods in any accordance with the preceding sub-condition the Company may undertake or instruct any third party where the Goods are stored or installed and remove the Goods and the Company shall by virtue of this Contract be deemed to be irrevocably authorised to the Company to effect entry and deliverance of any of the Goods.
3.2.3.9. The Company shall not be liable to the Customer or to any third party for any loss occasioned by the re-sale by the Company of any of the said Goods and materials which may be returned to it or removed by it.
3.2.3.10. The Company’s rights or remedies under these Conditions or otherwise shall not be restricted or limited by any Act of Parliament or as a period of set-off which may be available to the Customer; all rights and remedies of the Company under these conditions shall be in addition to its rights and remedies whether by statute usage or common law and without prejudice to any other rights or remedies to which the Company may be entitled by law or in equity or by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so make any claim by or affect in any other manner the title to the Goods then the title shall pass to the Customer when the Customer gives to the Customer for which payment is due and shall remain the property of the Company until payment is received in full.
3.2.3.11. The Company shall impose the five reservations of title under contracts into which it may enter and which include any of the Goods (whether in their original state or in an altered state) as are necessary to secure and safeguard the interests of the Company until such payment in full of all sums owing by the Company to the Customer.

(F) WARRANTIES AND LIABILITIES

1. The Company will not be liable for either the repair or the supply of a replacement (at its option) defects which, under proper use, appear in the Goods within a period of Twelve (12) months from the date when they were first delivered to the Customer and without notice of the warranty or condition implied by law as to the quality or fitness for any particular purpose.
2. The Company shall be entitled to claim from the Customer any expenditure which has been incurred by the Company in connection with the repair or replacement of the Goods which the Company has undertaken or any storage or expenses incurred under the Contract and to retain a lien on goods or materials which the Company may have.
3. The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if payment in full has not been received by the Company for the Goods.
4. The Company shall not be liable for defects in parts materials or equipment not manufactured by the Company and the Customer shall only be entitled to the benefit of any warranty or guarantee as may be given by the manufacturer to the Company in respect thereof.
5. The Company shall be under no liability where failure of the Goods to comply with the Contract is as a result of information supplied by or on behalf of the Customer or by the Customer's instructions or failure.
6. The Customer shall notify the Company within two working days after the date of delivery or completion of any short delivery or of any apparent defects (time being of the essence in this Clause). In the absence of receipt of such notice the Company shall not be entitled to reject the Goods and shall in any event be bound to pay the price for the Goods.

(G) FORCE MAJEURE

1. The Company shall not be liable to the Customer if performance of its obligations under the Contract is in any way prevented or curtailed by any cause beyond the Company's control which (without prejudice to the generality of the foregoing) shall include:
   1. Acts of God explosion flood tempest fire or accidents;
   2. War or threat of war or embargo or requisition or nationalisation;
   3. Act restrictions by-laws regulations prohibitions or measures of any kind on the part of any parliamentary or governmental authority; or
   4. Import or export regulations or embargoes;
   5. Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or not);
   6. Difficulties in obtaining raw materials labour fuel parts or machinery;
   7. Power failure or breakdown in machinery; or
   8. If the Company is prevented from performing its obligations in such circumstances it shall give the Customer written notice thereof as soon as reasonably practicable after such circumstances become known to the Company. In such circumstances the Customer shall not be entitled to rescind the Contract and the Company shall be under no further liability to the Customer.

(H) INDEMNIFICATION

1. The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other associated company whether within the United Kingdom or elsewhere provided that any act or omission of any such other company shall be deemed to be the act or omission of the Company or the party giving notice of any such act or omission of any amount the Company is entitled to claim from the Customer under the Contract or any other contract but the Company will be under no further liability to the Customer.

(i) General

1. No waiver by the Company of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the same or any other provision.