

TERMS AND CONDITIONS OF TRADING.

1.APPLICATION

These Terms and Conditions of Trading apply in respect of all works undertaken and goods supplied by **Challenger Hydraulics Limited** ("the Company") to you ("the Purchaser"). No other terms of trading or variations shall apply unless specifically agreed in writing by a director of the Company or its general manager.

2. WARRANTY

- a) In respect of goods not manufactured by the Company, the Company will assign to the purchaser any warranty or guarantee it receives from its supplier.
- b) In respect of the goods manufactured by the Company, the Company will at its option, repair or replace free of charge any such part which as a result of the Companies workmanship or materials used, is proved to be defective within twelve months of delivery. The Purchaser shall be responsible for the cost of removing the allegedly defective unit and transporting to and from the Company. The Company will not be liable if the part has been misused, altered, dismantled or if the serial number has been removed or defaced.
- c) The Company shall not be liable for any loss of any nature, including consequential loss or loss of profits arising out of the use or supply of goods. The Purchaser is advised to keep in force an insurance policy in respect of such losses unless otherwise agreed in writing, or warranties and conditions expressed or implied by law or custom are expressed or implied by law or custom are expressly excluded.

3. PRICES

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication as to the price range, capability and specifications of goods offered by the Company and no variations shall give rise to a claim against the Company. The Company reserves the right to pass onto the purchaser any increase or decrease in the costs of providing the goods or services that occur between the date of quotation and delivery including variations in exchange rates.

4. DELIVERY

- a) Dates and times quoted by the Company for delivery are estimates and any delay in meeting delivery dates will not give rise to a right to cancel the order or damages.
- b) Offers for goods ex stock are subject to the goods been unsold at the time of receipt of the Purchaser's written order.
- c) Any request by the purchaser for the Company to delay or split delivery may result in a stockholding charge and any additional costs incurred being debited to the Purchaser

5.PAYMENTS

In respect of goods being manufactured for the purchaser, the purchaser shall make stage payments at the times requested by the Company in quotation. Approved account holders shall pay for the goods and services within 30 days of invoices, all other purchasers shall pay prior to delivery or collection of the goods against a pro-forma invoice. In all cases payment shall be made without any right setoff. The Company reserves the right to charge interest on overdue accounts at the rate of charge interest on overdue accounts at the rate of 2% per month until payment is received.

6.TITLE AND RISK

- a) Risk in the goods shall pass to the purchaser at the time of delivery to a collection by the Purchaser or its agents, whichever is the earlier.
- b) Legal and beneficial ownership of the goods shall remain with the Company until it has received payment in full for the goods. Until that time the Purchaser accepts that it holds the goods in a fiduciary relationship as the Company and keep them free any charges.

c) In addition to any other rights available, the Company shall have the right access to enter the Purchaser's premises and take possession of any goods supplied by the Company for which payment is overdue. In exercising such rights to enter and remove goods, the Company will use the minimum force required but will not be responsible for any damages done.

7. FORCE MAJEURE

The Company shall not be liable for any loss whatsoever suffered by the company in the event of cancellation of the agreement to supply of such goods or services would be illegal, contrary to government policy or impossible to perform.

8. TIMING

The Company will endeavor to complete the Contract or deliver the goods within the time agreed if any, but in no circumstances will it be liable for any loss or damage of any kind whatsoever caused directly of the goods.

9.EXHIBITIONS AND DISPLAYS

The Company gives notice to the Purchaser that if the goods supplied are exhibited or displayed at any exhibition, fair or show anywhere in the world, it may result in the withdrawal of the Companies license or in the breach of a contract by the Company or the imposition of a penalty upon the Company. If the Company incurs such liability as a result of the actions of the Purchaser, the Purchaser shall indemnify the Company in respect of such loss. The Purchaser is advised to consult with the General Manager of the Company before exhibiting at such a fair or show.

10. REGULATIONS ETC

- a) The customer undertakes that he will acquaint himself with the requirements of all relevant governments or statutory bodies including the Health and Safety Executive regarding the use of the goods and will comply with all such regulations or codes and practice in force and indemnify the Company against any liability due to breach of any such requirements.
- b) The Purchaser undertakes that it will comply with the Companies maintenance instructions. The purchaser accepts that when the Company recommends the use of particular fluids, materials or other accessories, no liabilities shall attach to the Company in respect of damage done to any component if fluids, materials or been used.

11. TECHNICAL LIABILITY

If requested the Company may at the Purchaser's expense undertake design/development work or modify equipment to the Purchaser's requirements. However, the Company cannot guarantee that the designs/developments or modifications will meet the Purchasers requirement or work within the Purchasers parameters.

12. PATENTS

Where the goods are manufactured to the design or specifications of the Purchaser warrants that they will not infringe any patent registered design or other intellectual property right belonging to any third party.

13. STORAGE OF HYDRAULIC CYLINDERS.

If the goods are not put into use within 2 week of delivery then the Purchaser must fill the cylinder with a suitable mineral oil to prevent internal corrosion. On no account should the goods be stored outside prior to filling with oil. Failure to follow this procedure will invalidate any warranty.

14. The Contract shall be governed by English Law.
22/07/14