

## Terms and Conditions of Sale

### 1. General

All business undertaken by Cat Pumps (UK) Limited (hereinafter called 'The Seller') is transacted subject to the Terms and Conditions contained herein. "Buyer" means the person or company whose order for goods is accepted by the Seller. Notwithstanding anything to the contrary in the Buyer's standard conditions of purchase, these Terms and Conditions of Sale shall apply except so far as expressly agreed in writing by the Seller. These Terms and Conditions contain the entire obligations between the Seller and the Buyer and in the case of any inconsistency between these Conditions and any other form of contract sent by the Buyer to the Seller whatever may be their respective dates, the provisions of these Terms and Conditions prevail.

### 2. Quotations and Orders

Prices shown in a quotation issued by the Company will be valid until the date of expiry stated on the quotation. The Company reserves the right to correct all typographical or clerical errors which may be present in a quotation. All prices for goods exclude carriage and insurance on carriage unless specifically included in the quotation or order acknowledgement. All prices are exclusive of VAT and any other indirect or other taxes which we may be required to add in accordance with our UK statutory obligations. The Seller reserves the right, by giving notice to the Purchaser at any time prior to delivery, to alter the price of the goods to reflect any increase in cost to the Seller which is due to any changes in specification, or any delay caused by the instructions of the Purchaser, or failure of the Purchaser to give the Seller adequate information or instructions. An order is deemed to be accepted when an order acknowledgement has been issued by the Seller to the Purchaser. Once accepted, an order cannot be varied or cancelled without the prior written consent of the Seller. Should the Seller consent to cancel an order, a cancellation charge may apply.

### 3. Payment

Payment for goods shall be made by the Purchaser to the Seller strictly in accordance with the terms of payment specified on the Seller's order acknowledgement or invoice. The Purchaser shall not be entitled whether by reason of any claim against the Seller or for any other reason whatsoever, under any circumstances to defer payment of any monies payable to the seller as and when such monies become due for payment. The Seller reserves the right to charge interest on overdue accounts (both before as well as after any judgment) at the rate of 8% above the Bank of England Base Rate for the time being in force. The Seller shall without prejudice to any other remedy available to it, be entitled in the event of a default by the Purchaser in making payment at due time to suspend or cancel any further deliveries.

### 4. Transfer of Title and Security Interest

Title to the goods will pass to the Purchaser only when the Seller has received payment in full. The Seller retains a security interest in the goods until receipt of full payment of the purchase price as stated on the sales invoice. Failure by the Purchaser to pay any amounts when due will give the Seller the right to repossess the goods without prejudice to any other remedies the Seller may have.

### 5. Delivery and Risk of Loss or Damage

Dates of delivery are estimates only and the Seller shall not be liable in any respect whatsoever for the consequences of a delay howsoever caused. Where the goods are delivered by an independent carrier, collection by the carrier shall be delivery by the Seller to the Purchaser. Unless the Purchaser has agreed to collect the goods at a time and from a location agreeable to the Seller, the Seller will arrange shipment of the goods and will select both the mode of transportation and the carrier but accepts no responsibility for the performance of any carrier. The Purchaser shall bear the risk of loss or damage once the goods have been collected by the carrier. The Seller assumes no responsibility for insuring shipments of goods.

### 6. Acceptance

The buyer shall inspect the goods upon delivery and shall be deemed to have accepted them unless it informs the Seller and the Seller's carrier in writing of any loss, shortage, visible damage or non-conformity within seven days after delivery. The Buyer shall notify any total failure to deliver within seven days after the date of the Buyer's invoice.

### 7. Restocking Charge for Returned Goods

No goods shall be returned to the Seller without securing a 'Return Materials Authorisation' (RMA) number. Goods returned must be in perfect, unused condition and will be credited at the purchase price, less a 25% Restocking Charge.

8. Warranty

The Seller warrants that all products sold are free from defects in material and workmanship for 12 months from the date of sale. Cat Pumps will repair or replace (in its sole discretion) each product found to be faulty. The product must be delivered carriage paid to our workshops for investigation. Work required to determine the cause of failure or malfunction that proves not to be Cat Pumps' responsibility may be chargeable and we may request a Purchase Order before proceeding to investigate the cause of the fault. Repair or replacement is the sole and exclusive remedy available under this warranty and Cat Pumps' liability is strictly limited to the original price paid for the equipment. Cat Pumps makes no warranty on standard wear items such as, but not limited to, seals, valves, seats, o rings, cups, sleeves and bladders. This warranty does not cover, and Cat Pumps shall not be liable for, defects or failures resulting from improper or lack of maintenance, lack of proper crankcase lubrication, failure to supply adequate liquid to a pump, damage or wear caused by faulty installation, misapplication, misuse, tampering with or substitution of genuine Cat Pumps parts, or disassembly and/or repairs not performed by Cat Pumps. The warranty also does not cover, and Cat Pumps shall not be liable for, any malfunction, damage or wear caused by the incompatibility of any Cat Pumps product with structures, accessories, products or materials not supplied by Cat Pumps. Cat Pumps does not warrant equipment which are not of our manufacture such as but not limited to motors, engines or gear drives, but customers are entitled to the benefit of any warranty given to us. Cat Pumps disclaims and in no event shall be liable for indirect, incidental or consequential damages of any kind, howsoever they may occur.

9. Force Majeure

The Seller shall be under no liability whatsoever to the Purchaser for delays to performance of any obligation caused by any event which is beyond its reasonable control, including without limitation any act of God, non-availability of power, industrial action, riot, war, fire, flood, terrorist act, health epidemic, delay of common carrier, government decree or for any other reason beyond the Seller's reasonable control.

10. Cancellation

The Seller reserves the right to cancel all or part of the undelivered portion of any order without any liability if the Buyer breaches any of the terms and conditions of this Terms and Conditions of Sale, fails to pay any sum due to the Seller by its due date, ceases trading or is unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986 or has a receiver, administrative receiver or liquidator appointed over any of its business or assets, or passes a resolution for winding-up, dissolution or bankruptcy, or enters into any voluntary arrangement with its creditors or if the Seller reasonably suspect that the Buyer is likely to be subject to any such actions or events.

11. Miscellaneous

- 11.1 For the avoidance of doubt, it is the Buyer's responsibility to satisfy himself that the goods supplied are suitable for the intended application. The Buyer shall use the goods in accordance with any instructions from the Seller, which will not be liable for any damage, loss, claim or expense arising from any failure to comply with such instructions.
- 11.2 All materials supplied by the Buyer to the Seller shall be at the Buyer's risk while they are in the possession of the Seller or in transit to or from the Buyer and the Buyer shall insure them accordingly.
- 11.3 The Seller shall not be liable for any defects resulting from materials or designs supplied or specified by the Buyer.
- 11.4 The Buyer warrants that it has the authority to supply any materials, designs and specifications provided by it to the Seller and that any goods produced using or based on the same will not infringe any third party rights. The Buyer shall indemnify the Seller in full against any loss, claim, cost or expense arising from any breach of this warranty.

12. Applicable Law

These Terms and Conditions shall be governed by and construed in all respects in accordance with English law and any disputes arising shall be subject to the jurisdiction of the English courts.