

INDUSTRIAL ENGINES

WEBSITE USE, SALES CONDITIONS AND GENERAL CONDITION OF SALE 2015

This page together with our Delivery, Returns and Privacy Policies tells you the terms and conditions for use of this website (our Site) and for the supply any of the products to you through the site or otherwise. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products. You should understand that by ordering any of our Products through our Site, or otherwise, you agree to be bound by these terms and conditions. Industrial Engines is a trade supplier and any sales are negotiated as being on the basis of 'business to business'

You should print a copy of these terms and conditions for future reference.

1. Information about us

- 1.1 We are a partnership trading as Industrial Engines and our address is Wilton Road Industrial Estate, Humberston, Grimsby, DN36 4AW
- 1.2 If you have any queries or complaints regarding our Site, any order you place with us or any of our Products then please e-mail sales@industrialenginesuk.com or call 01472 210888.

2. Ordering Products from our site

- 2.1 By placing an order through our Site, you confirm that:
 - (a) you are legally capable of entering into binding contracts;
 - (b) you are at least 18 years old;
- 2.2 Please note that the use of our Site to purchase goods is limited to the Products that are displayed on the Site. If you want to enquire about any other products or if you want to order customised products, please contact our offices on the email address or telephone number shown above.

3. How the contract is formed between you and us

- 3.1 Please note that your order constitutes an offer to us to buy a Product. After placing an order, you will receive an e-mail from us acknowledging that we have received your order (Order Acknowledgement). Your order will be accepted by us when we send you the Order Acknowledgement. The contract between us (Contract) will only be formed when we accept your order in this way.
- 3.2 The Contract will relate only to those Products which we have confirmed in the Order Acknowledgement. We will not be obliged to supply any other Products which may have been part of your order until we have issued a further Order Acknowledgement. Each order that you place with us which we accept by sending you an Order Acknowledgement will form a separate contract between us on these terms and conditions for the Products you have ordered.

4. Cancellation by us

- 4.1 If, for any reason beyond our reasonable control, we have insufficient stock to deliver the Products you have ordered, we will notify you by email and set out details of any alternative Products that are available to you.

- 4.2 Where you are not willing to accept any alternative Product we offer or if there are no reasonable alternatives available, we may cancel your contract in respect of those Products by notifying you by email and we will credit your account with any sum charged to you under the Contract for those Products as soon as possible, but in any event within 30 days of your order.

5. Delivery of the Products to you. See our separate Delivery Policy

6. Price and payment

- 6.1 The price of the Products and our delivery charges will be as quoted on our Site from time to time, except in cases of obvious error or otherwise as agreed at the point of purchase.
- 6.2 Payment for all Products must be by the method specified on our Site. We will process your payment when we send you the Order Acknowledgement. We must receive payment of the whole of the price for the Products and any delivery charges before the Products can be dispatched to you.
- 6.3 Product prices exclude VAT. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 6.4 Our Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our order procedures. Where a Product's correct price is greater than our stated price then, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price and we may cancel your Contract by notifying you by email.

7. Our refunds policy

- 7.1 This is set out in our separate Returns Policy

8. Warranty – see also General Conditions of Sale

- 8.1 Warranty will only apply to the extent and time limit as stated on our site.
- 8.2 Except as expressly provided in these terms and conditions, all warranties conditions or other provisions implied by statute or common law are excluded to the fullest extent permitted by law and, in particular (but without limitation), we do not make any warranty that the Products will be fit for any particular use or purpose and it is your responsibility to ensure that the Products meet your requirements.
- 8.3 We try to ensure that pictures of the Products on our Site are as accurate as possible, but technical limitations and slight variations between the pictures and the Products themselves must be expected.
- 8.4 If you have a valid claim in respect of any of the Products which is based on any failure to meet the warranties set out in this clause, we shall be entitled to repair the Products or replace the Products (or the faulty part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price). You must notify us of any problems with the Products or their delivery as soon as you reasonably can.
- 8.5 The warranties in this clause are subject to the limitations on liability set out at clause 10.

9. Our liability – see also General Conditions of sale

9.1 You are purchasing Products as a business and we will not be liable for losses or damages arising from or in connection with the Products or with these terms and conditions (including non-contractual disputes or claims) that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) waste of management or office time; or
- (g) indirect or consequential losses.

9.2 Nothing in these terms and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; insofar as these obligations apply to sales to a business.

9.3 Subject to clause 10.2, our total liability under each Contract will be limited to the purchase price of the Products.

10. Our right to vary these terms and conditions, the products and our charges

10.1 We have the right to revise and amend these terms and conditions and our policies from time to time and to alter the Products that are available over our Site, the prices for them and any delivery charges. Subject to section 11.2, any such changes will not affect orders in respect of which we have already sent you an Order Acknowledgement.

10.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you). Where you have placed an order, but we have not yet sent you an Order Acknowledgement, we will notify you of any changes and tell you how to respond if you wish to cancel your order before the Order Acknowledgement is issued.

11. Use of our site

11.1 We will try to provide uninterrupted access to our Site, but access may be suspended, restricted or terminated at any time.

11.2 We will use our reasonable endeavours to try and ensure that data on our Site is up to date and accurate. However, you should be aware that some information may be incorrect or incomplete. All information on our Site is subject to change without notice. We are not responsible for the accuracy of the information on our Site and we do not guarantee that

our Site will be fault free and do not accept liability for any errors or omissions. We cannot give any warranty that our Site is free from viruses or anything else that may have a harmful or unwanted effect on your computer or technology.

- 11.3 We will take all reasonable care to keep your order secure, but in the absence of our negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when ordering.
- 11.4 We are not liable for the content of any other website to which our Site has links.
- 11.5 Where we allow you to open an account on our Site, your user name and password are personal to you and are not transferable. You are responsible for the correct use of the user name and password. We shall have no liability for any misuse of them and any breach of security should be notified to us.
- 11.6 We comply with all applicable data protection laws in the UK. Please visit our Privacy Policy for information on how we may use your information. If you do not want us to use your information as set out in our Privacy Policy then please e-mail sales@industrialenginesuk.com .
- 11.7 The copyright in the material contained in our Site, together with the website design, text and graphics and their selection, any trademarks (registered or unregistered), and arrangement and all software compilations, underlying source code and software belongs to Industrial Engines. All rights are reserved. None of this material may be reproduced or redistributed without our written permission.

12. Written communications

- 12.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 12.2 E-mails shall be sent to you to the address that you have specified to us. It is important that you give us an accurate and valid e-mail address and tell us of any changes to it. We will have no liability if the e-mail address provided by you is incorrect.

13. Notices

- 13.1 All notices given by you to us must be given to us at the contact details set out at the top of these terms and conditions. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

14. Events outside our control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks;
 - (f) the acts, decrees, legislation, regulations or restrictions of any government; and
 - (g) pandemic or epidemic.
- 14.3 Our performance under any Contract will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15. Waiver

- 15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 15.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

16. Severability

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

17. Entire agreement

- 17.1 These terms and conditions and any document expressly referred to (Delivery Policy, Returns Policy and Privacy Policy) constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement,

understanding or agreement between us relating to the subject matter of any Contract. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract. Nothing in this clause limits or excludes any liability for fraud.

18. Law and jurisdiction

18.1 Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

19. Third party rights

19.1 A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

20. Partnership Information

20.1 The partners of Industrial Engines are S J F Smith, G C J Smith, J B Smith and E R Smith. Documents for any Partner to be sent to Industrial Engines, Wilton Road Industrial Estate, Humberston, Grimsby, DN36 4AW.

INDUSTRIAL ENGINES GENERAL CONDITIONS OF SALE

1. Payment

- 1.1 All payments shall be made in sterling (GBP) to Industrial Engines at the above address, prior to the dispatch of the goods to yourselves.
- 1.2 Where credit terms have been agreed, if you fail or refuse to make any payment called for by this contract within the time provided therefore and fail to remedy such failure or refuse within fourteen days after having been given notice in writing requiring you to make the said payment, then all payments due under this contract shall forthwith become payable to us and in each case we may rescind this contract. In addition we may repossess the goods or any part of the same in respect of which payment is overdue and resell the same and in this respect you grant to us the irrevocable right and licence for us and our servants and agents to enter your premises or any part thereof with or without vehicles during normal business hours. Our right of resale shall continue notwithstanding termination of the contract.
- 1.3 Until payment has been made in full to us title to the goods shall remain with us.

2. Warranty

- 2.1 Note in the case of sale of second-hand Goods no warranty whatsoever is given and Goods sold are as seen and approved before purchase unless warranty is offered at the point of sale.
- 2.2 Note in the case of sale of new Goods the benefit of any manufacture's warranty given to us will apply to this contract as will the terms and conditions imposed on us by such supplier of Goods.
- 2.3 Note in the case where warranty applies the item as purchased shall be removed from its application and returned to us for our inspection and appraisal for warranty. If warranty is accepted the unit will be repaired or replaced and returned to the customer (UK only).

3. Risk

- 3.1 Notwithstanding the terms of Clause 1 thereof the Goods shall be at your sole risk as follows:-
 - a. Upon completion of loading where goods are loaded on transport owned or obtained by you.
 - b. Where Goods are delivered by us on unloading at the delivery address.

4. Liability – See also Website Conditions of Sale

- 4.1 We shall not be liable for any shortages or defects in the Goods or failure of the Goods to comply with any specification unless a claim in writing shall have been received by us from you within 7 days of delivery of the Goods.
- 4.2 We shall not be liable for any damage or injury caused by any fault occurring in the equipment supplied by us.
- 4.3 Note no claim whatever can be accepted for consequential loss or damage including downtime and claims from a third party.

5. Delivery of goods – See also our Delivery Policy

- 5.1 When goods are delivered to you it is your responsibility to check them on arrival before the carrier's ticket is signed. Responsibility for damage in transit will only be accepted by the carrier if the delivery ticket is marked 'damaged' and in addition it is your responsibility to inform us of any problem immediately.