



Terms and Conditions of Sale (Goods)

The customer's attention is drawn in particular to the provisions of clause 10

1. **INTERPRETATION**
1.1 **Definitions.** In these Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.
Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer: the person or firm who purchases the Goods from the Supplier.
Force Majeure Event: has the meaning given in clause 11.
Goods: the goods (or any part of them) set out in the Order.
Order: the Customer's order for the Goods, as set out in the Customer's purchase order, the Customer's written acceptance of a Quotation or any other form of written order received from the Customer.
Order Acknowledgement: the Supplier's written acknowledgement of an Order.
Quotation: the quotation issued by the Supplier to the Customer in respect of the Goods.
Sales Order Return Number: has the meaning given in clause 6.2.
Specification: where applicable, any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.
Supplier: Power Torque Engineering Limited (registered in England and Wales with company number 00217422).
1.2 **Construction.** In these Conditions, the following rules apply:
1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2. **BASIS OF CONTRACT**
2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and, where applicable, any Specification are complete and accurate.
2.3 The Order shall only be deemed to be accepted when the Supplier issues an Order Acknowledgement, at which point the Contract shall come into existence.
2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
2.6 A Quotation given by the Supplier shall not constitute an offer. Unless otherwise stated in the Quotation, a Quotation shall only be valid for a period of 30 days from its date of issue.
3. **GOODS**
3.1 The Goods are as described in the Order Acknowledgement.
3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
3.3 The Supplier reserves the right to amend the specification of the Goods (including the Specification if applicable) if required by any applicable statutory or regulatory requirements.
4. **DELIVERY**
4.1 The Supplier shall ensure that:
4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the relevant Customer order number, Supplier internal order number, product number, part number, the type and quantity of the Goods, special storage instructions (if any) and delivery address; and
4.1.2 If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
4.2 Where the Supplier has agreed to deliver the Goods, the Supplier shall deliver the Goods to the location set out in the Quotation or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. Where the Customer has notified the Supplier that it will collect the Goods, the Customer shall collect the Goods from the Supplier's premises at 27 Herald Way, Binley Industrial Estate, Coventry, CV3 2RQ or such other location as may be advised by the Supplier prior to delivery (**Collection Location**) within 3 Business Days of the Supplier notifying the Customer that the Goods are ready for collection.
6.2 If the Customer wishes to return the Goods to the Supplier, it must first contact the Supplier. If the Supplier agrees to accept the return of the Goods, it will issue a Sales Order Return Number to the Customer.
6.3 The Customer must return the Goods to the Supplier marked for the attention of the Supplier's representative who authorised the return and quote the applicable Sales Order Return Number. The return of the Goods shall be at the sole risk and expense of the Customer.
6.4 The Customer may (at the Supplier's discretion) be liable to pay a restocking charge of 25% of the price of the applicable Goods.
6.5 The Supplier shall only refund the price of the Goods if the returned Goods are in a good and saleable condition and returned in their original packaging. In the event that the returned Goods, in the reasonable opinion of the Supplier, are not in a good and saleable condition and/or in their original packaging, the Supplier may return such Goods to the Customer and charge the Customer for any additional packaging, insurance and carriage costs incurred by the Supplier.
6.6 Except in the case of faulty or defective Goods, the Customer shall have no right to return any Goods which are made-to-measure, bespoke or ordered to a Specification.
7. **TITLE AND RISK**
7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full in cash and/or cleared funds for:
7.2.1 the Goods; and
7.2.2 and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
7.3 Until title to the Goods has passed to the Customer, the Customer shall:
7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and
7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
7.4 The Customer may resell the Goods before title has passed to it solely on the following conditions:
7.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value;
7.4.2 any such sale shall be a sale of the Supplier's property on the Customer's own behalf and the Customer shall deal as principal when selling such a sale; and
7.4.3 the Customer has passed to the Customer (and provide evidence to the Supplier) that such sale is subject to this clause 7 and the sub-purchaser is aware of the Supplier's ownership of the Goods, and that the contract between the Customer and the sub-purchaser contains a valid retention of title clause on the same terms as this clause 7 and that such contract is signed by the Customer and the sub-purchaser (proof of such to be provided to the Supplier).
7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2 then, without limiting any other right or remedy the Supplier may have:
7.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
7.5.2 the Supplier may at any time:
(a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party (in each case without trespass) where the Goods are stored in order to recover them.
7.6 On termination of the Contract, howsoever caused, the Supplier's (but not the Customer's) rights contained in this clause 7 shall remain in effect.
7.7 For the avoidance of doubt, the repossession of the Goods by the Supplier pursuant to this clause 7 is without prejudice to the Supplier's rights to claim compensation or damages from the Customer in respect of any damage or wear and tear sustained by the Goods whilst in the possession of, or under the control of, the Customer.
8. **PRICE AND PAYMENT**
8.1 The price of the Goods shall be the price set out in the Order Acknowledgement.
8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
8.2.2 any request by the customer to change the delivery date(s), quantities or types of Goods ordered, or (where applicable) the Specification; or
8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
8.3 The price of the Goods is exclusive of any packaging costs unless otherwise stated by the Supplier in writing. Where the Supplier is to deliver the Goods to the Customer, the price shall be exclusive of any insurance and delivery costs.
8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
8.5 Subject to clause 8.6, the Supplier shall invoice the Customer for the Goods on the date the Contract is formed and the Customer shall pay the invoice in full and in cleared funds immediately following receipt of the invoice. For the avoidance of doubt, the Supplier shall be under no obligation to deliver the Goods until the Customer has paid for them in full.
8.6 The Supplier reserves the right (in its sole discretion) to offer the Customer a credit facility, subject to completion by the Customer of a credit application form and acceptance of the credit facility by the Supplier. In which case, the applicable payment terms shall be as specified in the applicable credit application form.
8.7 Payments shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
8.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
8.9 Without prejudice to any other right or remedy, the Supplier shall have the right to charge the Customer for any and all reasonable legal costs incurred by the Supplier arising out of or in connection with the Supplier recovering its debts from, or otherwise enforcing its rights against, the Customer. Nothing in this clause 8.9 shall prejudice any statutory right that the Supplier may have to charge interest on such debts owing.
8.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
9. **TERMINATION AND SUSPENSION**
9.1 Without limiting its other rights or remedies, the Supplier may without liability:
9.1.1 terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment; and/or
9.1.2 suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2 or the Supplier reasonably believes that the Customer is about to become subject to any of them; and/or
9.1.3 terminate the Contract (in whole or in part) or suspend deliveries of Goods under the Contract in the event of any delay or default by any of its suppliers to deliver goods or parts necessary for the Supplier to perform its obligations under the Contract, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due, including any interest.
9.2 For the purposes of clause 7.5 and clause 9.1.2 the relevant events are if the Customer suspends, or threatens to suspend, payment of its debts or substantially the whole of its business; goes into liquidation; becomes insolvent; makes a composition of its debts or arrangement with its creditors; makes a proposal for a voluntary arrangement for a composition of its debts; has possession taken on behalf of the holders of any debentures or holders secured by a floating charge; or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer); being an individual, is the subject of a bankruptcy petition or order; or any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 9.2.
9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
9.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
10. **LIMITATION OF LIABILITY**
10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
10.1.2 fraud or fraudulent misrepresentation;
10.1.3 any liability which cannot be excluded by law.
10.2 Subject to clause 10.1:
10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
(a) loss of profit; or
(b) loss of business; or
(c) loss of contracts; or
(d) loss of opportunity;
(e) loss or depletion of goodwill; or
(f) any indirect or consequential loss arising under or in connection with the Contract including (without limitation) any other economic loss and/or other loss of turnover, business or goodwill; and
10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid or payable in respect of the Goods which are the subject of the claim.
11. **FORCE MAJEURE**
Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
12. **GENERAL**
12.1 **Assignment:** The Customer shall not assign, transfer, charge, or otherwise deal with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract.
12.2 **Notices:** All notices in connection with the Contract shall be in writing, addressed to the recipient at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, fax or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by fax or e-mail, one working day after transmission. This clause 12.2 shall not apply to the service of any proceedings or other documents in any legal action.
12.3 **Waiver and cumulative remedies:** No failure or delay by the Supplier in exercising any right, power or privilege under the Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
12.4 **Severance:** If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.
12.5 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
12.6 **Variation:** Any variation to the Contract, including any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
12.7 **Governing law and jurisdiction:** The Contract, these Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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Technical Support	£75.00 Per Hour
Labour functions of the technical support category include, but are not limited to;	
Prototype engine installation assistance; Electronic engine management calibration adjustments; Electrical wiring assistance; second and subsequent installation appraisals.	

Diagnosis	£75.00 Per Hour
Labour functions of the diagnosis category include, but are not limited to;	
Electronic engine management functionality checks; Electrical wiring fault finding; in depth mechanical fault finding (not necessarily engine derived).	

Service	£45.00 Per Hour
Labour functions of the service category include, but are not limited to;	
General mechanical fault finding; general mechanical and electrical fault rectification; routine servicing.	

Travelling - Time Travelling - Mileage	£25.00 Per Hour £0.48 Per Mile
We do not levy a 'call out charge' but instead charge for the actual travelling labour time at a reduced rate and apply a charge for the mileage travelled both to and from the job.	

If you are uncertain of what the potential charges may be for your particular circumstances then you must discuss your requirements in depth with our service or engineering manager. They will only be able to provide you with an estimate of what could be required, based on information provided by you.

The actual charge will be based on what is deemed necessary by the attending engineer and the actual time taken.

Please note that your requesting our attendance on site and your acceptance of our services provided will be deemed to constitute acceptance of our Terms & Conditions and the charges detailed above.