

G & M RADIATOR MANUFACTURING COMPANY LIMITED
STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions

'The Company' shall mean G & M Radiator Manufacturing Company Limited (GMR), registered in Scotland under company registration number SC040574, whose registered office is at 23 Fordneuk Street Glasgow, G40 2TA, Scotland.

'The Buyer' shall mean the Buyer buying the goods.

'The Goods' shall mean the goods to be supplied by The Company to the Buyer under the contract between them in accordance with these Conditions.

'Conditions' shall mean the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing and signed by the Buyer and the Company.

'Acknowledgement' shall mean the acknowledgement of order sent by the Company to the Buyer for the sale of Goods or provision of Work.

'Contract' shall mean the contract for the purchase and sale of the Goods.

2. Contract

All orders are subject to these conditions of sale and the placing of an order by 'The Buyer' shall be considered as acceptance of these conditions.

Unless expressly excluded in writing by the Company these terms and conditions shall be deemed to be incorporated into any contract between the Company and the Buyer and shall have precedence over any terms and conditions the Buyer may seek to impose on the contract

The Company shall not be bound by any representations made by employees unless such representation is confirmed in writing by the Company and signed by the Company

Any advice or recommendation given by the Company or its employees to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company and signed by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed

These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.

3. Orders

No order submitted by the Buyer shall be deemed to have been accepted by the Company unless and until confirmed in writing by the Company's authorised representative.

The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).

No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

Buyers, who reside in "Excluded Territories" (as defined by our Insurance Company) who place an order and is accepted by the Company, will be invoiced pro-forma and will require to have paid for the goods in full (including any carriage charges where applicable) prior to despatch of the goods.

4. Quotations

Quotations indicate the price at which the Company would be willing to supply the Goods if an order is placed within 15 days of the quotation being given. Otherwise, they are not offers to supply goods and the Company for a contract to arise must accept any orders placed on the basis of a quotation. Quotations are all exclusive of VAT.

5. Prices

The price of the Goods shall be as quoted by the Company subject to any stated term of validity after which time they may be altered by the Company without giving notice to the Buyer.

The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance

The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Company.

The Company reserves the right to change prices without prior notice.

6. New Accounts

Prospective Buyers wishing to open a credit account are requested to furnish two trade references and one Banker's reference. Until the opening of a credit account has been confirmed by the Company, a remittance should accompany the order.

7. Web Accounts

Customers are able to access some areas of the Company website without registering their details. The Company will automatically open a Web Account for existing credit customers, where possible, and provide the customer with login details to access otherwise restricted areas of the website. It is the Customers responsibility to make sure their login details are stored securely, and not shared with any third party. If the Customer believes their website login has been compromised, you must contact the Company immediately.

New Customers opening a web account online will require to provide contact details in order that the Company may contact Customer, and a delivery address to receive goods ordered online. All card payments will be handled securely by the Sage Pay payment gateway, and no card details will ever be stored on the Company website or server.

8. Payment Terms

Where the buyer has been granted credit terms, invoice settlement shall be due within 30 days after the end of the month in which 'The Goods' were delivered (unless otherwise agreed in writing by the Company), and shall be made in accordance with invoice values. The Company shall be entitled to recover the total amount due, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the total amount due shall be of the essence of the Contract.

We reserve the right to charge interest on outstanding balances. Interest will be due on all overdue amounts from the due date for payment at the rate of 4% above the base lending rate of the Clydesdale Bank PLC.

The Company may, at its discretion and at any time, require the buyer to pay cash or provide security for payment.

9. Warranty / Guarantee

The warranty period is defined as the period commencing on the date of delivery to the Company's Buyer and expiring twelve (12) months from that date.

We undertake to repair or replace any product manufactured/sold by us which becomes defective within the warranty period, a product being considered defective if it fails to function properly due to a fault in the design, material or workmanship and the defect arises under normal conditions of service or storage.

All warranty conditions will be invalidated if in the opinion of the Company the product has been subjected to misuse or improper installation or application.

Our liability shall be wholly limited to the terms of this warranty, and we shall not be liable for direct or consequential damage or loss however caused. We give no other guarantee, statutory or otherwise, expressed or implied.

Our warranty does not cover any subsequent costs in connection with mounting / dismounting – such as wages, loss of profit, driving, accommodation etc.

Under no circumstances will warranty be given for the following:

- Wrong product ordered
- Defect as a result of improper installation
- Defect as a result of improper usage
- Accidental damage once delivered to and/or once fitted by the Buyer
- Accidental damage caused by other product influences, but not limited to – excessive vibration, incorrectly filled system, poor water pumps, incorrect inhibitors, faulty thermostats etc.
- Products used for motor sport

10. Specification

All goods sold by The Company are designed and intended for use in temperate conditions unless otherwise specifically stated. Goods for use in tropical conditions can be quoted for on request.

As a result of the Company's policy of constant product development, we reserve the right to supply goods with differing specification to those listed in our catalogue where performance and interchangeability will be unaffected.

Illustrations, brochures, like documents (including the Company website) descriptions and weights published and/or supplied by the Company are intended to give information to the Buyer in good faith are to be taken as a general guide only and are not binding on the Company in any way whatsoever unless expressly agreed in writing by the Company. The Company shall be under no liability whatsoever arising from any representations statements or reports made by any servant or agent of the Company unless it is made in writing and signed by or on behalf of the Company.

11. The Buyer Warrants

That they will carefully examine the Goods supplied by the Company or to which any work has been done by the Company and will notify the Company in writing of any shortage, defect, or failure to comply with the contract which is or ought to be apparent upon such examination and test, within 3 working days of there being collected by or delivered to the Buyer.

12. Packing / Delivery

All goods leaving the Company will be packed in such a way as to protect them against damage during normal handling whilst in transit.

Appointed carriers will make delivery. The Company reserves the right to change carriers without prior notice.

Where the goods are uplifted by the Buyer's appointed carrier, all risks re damage to the goods will be at the Buyer's liability.

13. Returns

The Goods correctly supplied may not be returned without the Company's written agreement. Any goods, which have been supplied to the Buyer's special requirements, cannot be returned to the Company under any circumstances. Where the Company's written agreement has been obtained, the goods must be consigned carriage paid and accompanied by a packing note stating the Company's invoice number and date thereof. A re-stocking charge may be imposed.

14. Title To Goods

The title to the Goods sold by the Company will be retained by the Company and will not pass to The Buyer until all sums due by the Buyer to the Company have been paid in full.

The Company may recover the Goods at any time from the Buyer in his possession if the Company judges that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord the Buyer and for that purpose the Company's servants and agents may enter upon any land or building upon which the Goods are situated.

The Buyer has the right to dispose of the Goods in the course of his business for the account of the Company and to pass good title to the goods to his Buyer being a Bona Fide purchaser for value without notice of the Company's rights.

In the event of such disposal the Buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the Buyer's price from the Buyer's customer to the extent unpaid. If the Company avails itself of this right, it will account to the Buyer for any excess less any expenses, which it has expressly incurred.

15 Patents and Copyright

No right of license is granted by the contract to the Buyer in respect of any patent copyright sketches and designs or other industrial property rights except the right to use or resell the Goods or Work.

The Buyer undertakes with the Company that it will safeguard and protect all drawings designs specifications instructions manual and other items supplied by the Company with the Goods and will ensure that the Company's patents copyrights and other industrial rights in such items are not infringed in any way whatsoever.

Where the Company manufactures Goods to the Buyer's design or specification, the Buyer warrants to the Company that any plan, drawing, specification or other document that it delivers to the Company and all patterns copyrights, registered designs and other industrial property rights in such items are vested in the Buyer and that the Buyer has obtained all necessary consents and licenses to deliver the same to the Company and allow the Company to make such use of the said documents or items as may be necessary for the performance of the contract.

16 Tools and Materials

All tools, moulds, dye produced by the Company for the purposes of supplying Goods to the order of the Buyer remains the property of the Company notwithstanding that the cost of production of such items may be paid by the Buyer. The Company undertakes with the Buyer that it will preserve and maintain such items for a period of 12 months from the date of the last delivery of Goods made with them to the Buyer.

Whenever the Company are required to purchase raw materials and are partly processed or finished parts to satisfy the Buyer's order then the Buyer shall purchase at a fair and reasonable price all such materials and parts as may be remaining in the Company's possession and after completion of the Buyer's contract for the supply of Goods or Work. The terms for payment in respect of such materials and parts shall be the same as for the supply of Goods or Work and as provided in clause 7 of these conditions.

17 Display

It is an expressed condition of the contract between the Company and the Buyer that Goods sold by the Company shall not be exhibited by the buyer nor shall he permit them to be exhibited at any exhibition in the United Kingdom without the prior approval of the Company in writing.

18. Termination

The Company shall have the right immediately to terminate the contract at any of the following events:

- If the Buyer becomes apparently insolvent or enters into an arrangement or composition for the benefit of its creditors or suffers any diligence to be done or execution to be levied on its goods.
- If the Buyer has an Administrator appointed.
- If the Buyer being a limited Company, has a Receiver appointed of its undertaking or assets or any part of if the Buyer is wound up either compulsory or voluntarily.
- If the Buyer commits any breach of contract.

Upon any such termination the Company shall have the right to be paid the price of the Goods manufactured or sold prior to the date of termination and the Buyer shall take over and pay for at the current price such materials as have been allocated by the Company to the contract.

19 Brexit Clause

If, after the release of this offer, there is a change in law ("Change-In-Law") which would cause the Company to perform in a manner which materially differs from that set forth in the offer and such change in the performance of the work cannot be avoided or mitigated by the exercise of reasonable measures by the Company, the Company foresees actual increased costs resulting from such Change-In-Law, then in such event, the Company and Buyer shall mutually agree upon the method of compensation for such increased costs.

If no agreement can be reached within 30 days from this Change-In-Law to be notified in writing by the Company, the Company may immediately withdraw its offer without any further liability

20 Compliance with Export Control Regulation

Any Goods or parts of Goods (including software and technology) supplied by the Company to the Buyer are subject to economic sanctions or export control laws and regulations of the United States or the UK. At the placement of a request for quotation or an order (whichever is the earliest), the Buyer is required without delay to inform the Company if the Buyer is intending to resell, transfer or sell the Goods, or Part of goods in violation of United States or UK Export Controls. The Buyer shall indemnify and hold the Company harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by the Buyer of any of its obligations in this Clause. the Company will, at all times, adhere to the United States and UK Export Control Laws and sanctions.

21 Waiver

Any failure on the part of the Company to insist on the strict performance of any of the terms and conditions of this contract shall not be deemed a waiver of any rights of remedies to the Company against the Buyer and shall furthermore not to be deemed a waiver of any subsequent breach of the Buyer of these terms and conditions or the terms and conditions of the guarantee

22 Proper Law

The proper law of all contracts with the Company shall be The Law of Scotland.