

# Pitcairn Engineering Limited

## Conditions of Contract

### General

- 1.1 Unless otherwise expressly agreed in writing by Pitcairn Engineering Ltd. (hereinafter called the "company") and notwithstanding anything contained in the customers enquiry, specification or order to the contrary, these conditions of sale apply to all contracts between the company and the customer.

### Price and Payment

- 2.1 Any price quoted or published by the company, unless otherwise specifically stated, is deemed to have been calculated on the costs current at the date of quotation or confirmation of the order accordingly such prices are subject to amendment at the company's discretion without notice to the customer and the customer will be invoiced at the price prevailing at the date that the goods are dispatched or delivered by the company or collected by the customer.
- 2.2 Payment by the customer shall be through Cash except where the company agrees otherwise. In such an event payment is due 30 days from the invoice and the company reserves the right to charge interest at the rate of 2.5% per month on any amount not paid on due date but this reservation shall in no way constitute a right to the customer to delay payment.

### Delivery

- 3.1 Any time or date for the despatch or delivery of the goods shall be taken as an estimate made by the company in good faith but shall not be binding upon the company either as a term of the contract or otherwise. In no circumstances shall the company be liable for any loss or damage sustained by the customer in consequence of failure to deliver within such time or by such date.

### Defects

- 4.1 The company's liability in respect of any defect in or failure of goods supplied or for any loss or damage attributable thereto is limited to making good by replacement or repair defects which under proper use appear therein and arise solely from the, faulty design, materials or workmanship within a period defined by Pitcairn Engineering. Any warranty period shall be offered at the discretion of the company and shall start from the date on the invoice. Warranty periods for repairs may be offered up to a maximum of six months. In the case of a re-manufactured engine (as defined by the FER) the company being a member of the Federation of Engine Re-manufacturers (FER) extends to the customer the benefit of the warranty approved by the Federation of Engine Re-manufacturers insofar as the same is not inconsistent with the other terms hereof. Any warranty period given by the company will be limited to the works/repairs completed as defined on the invoice/work record or the terms stated on the invoice. At the termination of such period as is appropriate to the goods sold all liability on the company's part ceases.
- 4.2 The Company shall not be liable for any claim for consequential damages / losses howsoever arising.
- 4.3 In respect of any goods or products supplied by the company but manufactured by other firms, the benefit of any warranties or guarantees given to the company by such manufacturers or suppliers will wherever practicable be passed to the customer subject to the conditions (including maintenance requirements) under which they are given.
- 4.4 Customers material or goods shall be delivered to and collected from the company's work free of all expense to the company as the company's prices for machining or processing do not include either handling charges or the cost of freight in either direction. Should any materials or goods sent for machining or processing be spoiled, the company does not accept responsibility for the value of such material or goods or the cost of any prior operations performed thereon. In such event the company's sole liability shall be to re-execute, free of charge, the work which it has agreed to perform under this contract upon replacement goods or materials supplied by the customer at his own cost.
- 4.5 In the event of the customer not being the owner of the goods or materials sent for machining or processing or other purposes as aforesaid, the customer warrants with the company,
- (i) That the customer has informed the owner thereof of this contract and the terms thereof and in particular that the company accepts no liability for loss of or damage to such goods or materials as aforesaid;
- (ii) That the customer has, in any contract which exists between him and the owner of such goods or materials or any other party, including terms whereby liability for loss of or damage to the same is

excluded in terms at least as favourable to the company as the terms of this contract (including without prejudice to the generality of the foregoing terms which will effectively exclude the liability of the company to the owner thereof or any other party in respect of such loss or damage, whether in contract, negligence, bailment or otherwise howsoever);

(iii) That in any event the customer will indemnify the company against any claim made against the company in respect of loss of or damage to such goods or materials made by the owner thereof or any other party.

- 4.6 The customer must inform Pitcairn Engineering of any defect or failure of goods in a timely manner for warranty to be applicable. If the fault/defect is deemed not to be the result of work completed by Pitcairn Engineering after any required investigations, the customer will be liable for any investigations, repairs or replacements and will be subsequently invoiced.
- 4.7 Warranty may not apply if the customer has either themselves or allowed any third party (instructed by the customer) to attempt any investigations or repairs to the engine/vehicle that may have a direct impact on the work completed by Pitcairn Engineering.

## Risk

- 5.1 The risk in the goods shall pass to the customer upon the happening of either (a) delivery of the invoice by the company to the customer or (b) notification to the customer of the goods being ready for collection.

## Sub-contracting

- 6.1 The Company shall be entitled to sub-contract an order or part of an order and the contract may be performed in whole or in part by the company or by a sub-contractor and the company enters into every contract for itself and as agent of any such sub-contractor. Any such sub-contractor shall be entitled to the benefit of the contract and shall be under no greater liability to the customer or anyone claiming through the customer than is the company.

## Title and Insolvency

- 7.1 The property in the goods shall remain with the company until such time the customer shall have paid to the company the agreed price in full.
- 7.2 Until such time as the customer becomes the owner of the goods the customer will store them on his premises separately from the customers own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the company.
- 7.3 The customers right to possession of the goods shall cease if the customer not being a company commits an act of bankruptcy or if, being a company, does anything which if done by an individual would constitute an act of bankruptcy or does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would enable any person to present a petition for winding up. Upon such event, the company may for the purpose of recovery of goods pursuant to this condition enter upon any premises where they are stored or where they are reasonably thought to be stored, and may repossess the same.

## Uncollected Goods

Should customers jobs / goods remain uncollected after a period of nine months following notification, the company reserves the right to dispose of them as it thinks fit.

## Law

These terms and conditions of trading and any contract arising hereunder shall in all respects be governed by and construed in accordance with the laws of Scotland.