



Eagle Generators Limited Terms and Conditions of Business for Sale of New and Used Generators.

1. Contracts & Quotations

Eagle Generators Limited shall hereinafter be referred to as "the Company" and these Conditions of Business of the Company shall be applied to the exclusion of any terms referred to by the Customer or which are implied by trade, custom, practise or course of dealing.

2. Prices & Payment

2.1 Prices quoted by the Company are exclusive of VAT and other taxes and duties unless otherwise stated.

2.2 Prices are ex works unless otherwise stated and may be varied in the event of any changes as a result of customer instruction to alter design specification or quantity or suspension of work.

2.3 A deposit of the purchase price for every order is payable by the Customer on demand by the Company upon production of a proforma invoice. If the Customer cancels the contract after the Company has received the deposit payment from the customer, then the Company at its discretion, will be entitled to retain 10% of the total purchase price of the goods.

2.4 All amounts due to the Company shall be payable in advance and prior to despatch unless otherwise stated in the terms of payment.

2.5 Cancellation will not be allowed after 4 days has elapsed from notification of acceptance of the order.

3. Delivery

3.1 Risk in the goods shall pass to the Customer when they are made available at the Customer's premises following delivery or other delivery point as instructed by the Customer. The Company reserves the right to deliver the goods to the nearest point of suitable access.

3.2 Times for delivery are as advised in the Company's quotation and subject to receipt of full instructions to proceed without hindrance. The Company shall endeavour to meet such delivery times, but shall not be liable for consequential losses, damage or expense of whatever kind arising from any delay or failure from whatever cause, nor shall such failure or delay entitle the Customer to refuse to accept delivery or to repudiate the contract.

3.3 The Company may determine the form of transport and charge extra for any special arrangements required by the Customer.

3.4 All prices are quoted ex. Works. The Customer may request the Company to arrange delivery on their behalf with an appropriate Transport Contractor. In this case liability for loss or damage in transit rests solely with the Transport Contractor and no liability will be accepted by the Company for loss or damage in transit.

4. Title

4.1 Until the Company has received full and unconditional payment for the goods in cash or cleared funds title to the goods shall remain that of the Company, and until the title passes the goods shall be clearly identified as the property of the Company. The Company shall at any time on demand be allowed to repossess the goods (without being liable for any damage thereby occasioned) and use or sell them.

4.2 The Customer hereby grants access to its premises to the Company for this purpose.

5. Tests, Installation and Taking Over etc.

5.1 The goods are inspected and tested before dispatch. In the event that it is agreed that the Customer's representative may attend such tests and the Company is notified in writing of this intention with the order and if such representatives fail to attend after the Company has given notice of its readiness for testing the Company shall be entitled to proceed in the Customer's absence and the results of such tests shall be conclusive as to the performance achieved.

5.2 The goods shall be deemed to have been accepted by the Customer when they have passed tests if any, specified in the quotation or have been put into commercial use.

6. Application and determination of suitability for use.

6.1 Customer must determine the correct power rating for their application, no responsibility will be accepted by the Company for the incorrect purchase of a generator which is subsequently proven to be not fit for the purpose intended, Customer must exercise Due Diligence in this respect and ensure that all power sizing and performance criteria are accurately calculated by competent engineering staff or consultants.

6.2 Health and Safety, the Customer must ensure that all requirements for Health and Safety must be met both in the application and installation of the Generator and the Company will not accept any responsibility for breaches of the Health and Safety at Work Act.

6.3 The liability of the Company under the contract (whether by reason of breach of contract, tort, misrepresentation, breach of statutory duty or otherwise) shall be limited to the contract price (i.e. the sale price of the goods or services supplied). The Company shall not be liable for any indirect losses including but not limited to damages for loss of use or facilities or equipment, loss of business or revenue, loss of anticipated savings, loss of profits or loss of goodwill or other damages consequential upon the same provided that nothing in these terms shall limit in any way the liability of the Company for fraud or for death or personal injury caused by its negligence.

7. Quality of Goods

7.1 The Used Equipment is sold "as seen." The Supplier makes no representations and gives no warranties as to the quality, condition, state or description of the Used Equipment, or its fitness or suitability for any purpose. All implied, statutory or common law terms, conditions and warranties as to the Used Equipment are excluded to the fullest extent permitted by law unless a specific written guarantee is provided by the Company detailing the scope and time of the cover provided.

7.2 New Equipment is sold with the benefit of the specific Manufacturer's warranty and the Customer must register the purchase directly with the Manufacturer upon taking delivery of the Equipment to qualify for the benefits afforded by the Manufacturer. All Manufacturers have different terms and conditions, so it is important that the Customer acquaints themselves with them to ensure compliance with the warranty conditions. All claims must be made directly with the Manufacturer.

8. Force Majeure

The company shall not be liable for any delay or other failure to perform whole or any part of the contract resulting from any cause whatsoever beyond the Company's control existing at the date of order acknowledgement or arising thereafter including but not limited to fire, explosion, plant failure, lack or failure of transportation, supply of labour, strike or Governmental control

9. Law, Jurisdiction and Construction The contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English courts in all matters connected with the contract except only to the extent the Company invokes jurisdiction of the courts of any other country.