



GENERAL CONDITIONS OF SALE TRADING AND SETTLEMENT 2009 REV 2016

CUSTOMERS ARE ASKED TO READ THIS DOCUMENT CAREFULLY, WHERE DRILLING AND PUMPING SUPPLIES LTD (HEREIN CALLED 'THE COMPANY') IS CARRYING OUT WORK TO SPECIFIED PERFORMANCE CRITERIA THE PURCHASER SHOULD NOTE CONTRACT TERMS AND APPENDIX IF INCLUDED.

GENERAL CONDITIONS OF SALE, TRADING AND SETTLEMENT 2009

1. The following conditions are valid for all quotations and sales unless varied in writing by a Director of the Company. All notifications to the Company must be in writing.
2. All quotations are valid for 30 days unless otherwise stated.
3. Orders are accepted on a fixed price basis subject to the amendment of, or introduction of, statute law or regulation, force majeure, strikes and events which cannot be reasonably foreseen by the Company, its suppliers, agents or sub-contractors.
4. All prices stated are nett of taxes and carriage charges unless stated otherwise.
5. Delivery will be made at the agreed date, which will be that which appears on the acknowledgement of order to the customer. The Company is not responsible for any failure of its agents, suppliers, or sub-contractors or for any of the reasons mentioned in paragraph 3
6. Claims for shortages or non-conformity of goods must be notified within 3 days of receipt of the consignment. Non-delivery must be notified within 7 days of the issue of an invoice. Cancellation of orders and re-stocking is subject to a minimum 35% cancellation charge based on the value of the order.
7. Payment for all goods, materials and services provided by the Company become due 30 days from date of invoice. If the purchaser defaults on any monthly term then all discounts are void and the gross balance of account becomes due on demand. **The account will be placed on STOP until such time as the account is brought back in order.** The Company reserves the right to charge interest at B.M.L.R plus 2% for the period necessary to fully recover any debt beyond normal trading settlement period.
8. All goods supplied remain the property of the Company until the total sums owing are paid. The purchaser shall remain the bailee only and the Company may take possession of the goods if the Company deems this to be necessary after the purchaser is in default of credit terms. No liability shall arise to the Company's detriment whilst the goods are in the care of the purchaser.
9. All goods are warranted for 12 months with regard to materials, labour, construction and the warranty of the original manufacturer where applicable. All defective materials must be returned to the Company's works for inspection and repair - or replacement at the discretion of the Company. The use of labour or materials not sanctioned by the Company will negate any warranty extant or implied. The Company does not accept any liability for consequential damages in any event.
10. All matters will be subject to the law of Northern Ireland
11. **Statutory rights are not affected by these conditions.**