

CONDITIONS of SALE

Unless otherwise agreed in writing the following conditions shall apply to any contract made by **All Oceans Engineering Limited** for the sale of goods.

1. **DEFINITIONS:** In these conditions of sale "the Seller" means All Oceans Engineering Limited; "the Purchaser" means the person, or company purchasing the goods; "the Quotation" means the Seller's formal quotation to the Purchaser in respect of goods; "the Contract" means the contract of sale made between the Seller and Purchaser to which these conditions apply; "the Goods" means all equipment, services, materials, or spare parts which are the subject of the Contract.
 2. **GENERAL:** The acceptance of Quotation and Contracts includes the acceptance of the terms and conditions below which shall prevail over any terms or conditions incorporated or referred to by the Customer whether in the Contract or in any negotiations and whether or not the same is expressed to override these conditions.
 3. **ACCEPTANCE:** No Contract shall be binding upon the Seller unless it is confirmed by the Seller in writing. All Quotations are open for acceptance for the period stated thereon, and if there is no period, within thirty (30) days from the date thereon. No alterations or variations of terms and conditions of any order are binding on the Seller unless agreed prior thereto by the Seller in writing.
 4. **PRICE:** The price of the goods is that specified in the Quotation and unless otherwise stated in the Quotation shall represent Goods delivered unpacked ex-Seller's works. Prices are quoted strictly net cash against delivery, or against invoice in respect of services and are exclusive of Value Added Tax or any other revenue charge. The Seller may amend the price solely to take account of any variation, occurring between the date of Quotation and the date of delivery, in the cost of materials and labour used in the manufacture of the Goods.
 5. **ALTERATIONS:** Alterations to any Contract accepted by the Seller cannot be made without the Seller's consent in writing and any additional costs will be chargeable to the Purchaser.
 6. **CANCELLATIONS AND AMENDMENTS:** Cancellation or amendment of any Contract accepted by the Seller cannot be without the Seller's consent in writing, and in no circumstances can the Seller allow cancellation or amendment of Contracts for goods specially adapted for the Purchaser.
 7. **PAYMENT:**
 - a) Unless otherwise stated in the Quotation, the Purchaser shall pay the Seller 25% of the price on the date of the Contract and the balance prior to despatch.
 - b) Property in the Goods shall not pass to the Purchaser until the Seller has received payment in full.
 8. **DELIVERY, PACKAGING, TRANSPORT, AND STORAGE:**
 - a) Unless otherwise stated in the Quotation, the Seller shall deliver the Goods to the Purchaser ex-Seller's works. Risk shall pass to the purchaser on such delivery.
 - b) If requested by the Purchaser, the Seller will arrange, on behalf of and at the expense of the Purchaser, packing, transportation, and transit insurance for the Goods in accordance with the Purchaser's instructions and, if no such instructions are received by the Seller, then in accordance with normal trade use.
 - c) If, after delivery of the Goods (7 days after notification that Goods are available), the Purchaser fails to take possession of the Goods or to give adequate instructions for its dispatch then the Seller may arrange for storage of the Goods at the expense and risk of the Purchaser.
 - d) Times agreed for the delivery of the Goods shall run from the completion of the Contract or from the receipt of all information necessary to proceed with the work, whichever is the later.
 - e) Such times or any dates agreed for delivery are given in good faith, but shall not be of the essence and the Seller shall not be liable in any way to the Purchaser in the event of their being exceeded unless the Purchaser has suffered loss and the amount payable in respect of such loss shall have been agreed in writing as liquidated damages in which case the Seller's liability shall be limited to amount so agreed to be paid. In no circumstances shall the Seller be liable for any delay caused by act or omission of the Purchaser, or by industrial dispute or any cause whatsoever beyond the control of the Seller.
9. **WARRANTY:**
- a) The Seller will, without charge, either repair or, at its option replace the Goods or any part of it which becomes defective due to faulty material or workmanship within a period of six months after delivery to the Purchaser. Provided that:
 - i) the alleged defect is discovered within such period of six months after delivery and is notified to the Seller within 15 days of such discovery;
 - ii) the Goods or its relevant parts are returned to the Seller carriage paid, identified and properly packed;
 - iii) the Seller is satisfied the Goods are defective;
 - iv) the Goods have been handled, stored, maintained, installed, operated or otherwise used in accordance with sound engineering practice and with any written instructions issued by the Seller; and
 - v) the Goods have not been subjected to any use other than that for which it was designed, nor been involved in any accident.
 - b) The Seller's obligation under paragraph (a) of this Clause shall not apply to any part of the Goods not of the Seller's manufacture, in respect of which the Seller shall endeavour to pass to the Purchaser the benefit of any guarantee given to the Seller.
 - c) Any defective part of the Goods replaced by the Seller shall become the property of the Seller.
 - d) All other conditions, guarantees or warranties (including conditions, guarantees or warranties as to quality or description of the Goods or its fitness for purpose or its life or wear or use under any conditions whether known or made known to the Seller or not) whether express or implied by statute or common law are hereby excluded. Except as defined in (a) above the Seller shall be under no liability whatsoever in respect of any loss, damage, injury or expense arising in connection with the Goods (whether or not due to the negligence or breach of duty by the Seller's servants or agents) and in particular the Seller shall not be liable for any consequential damages or expenses or any loss of profit on resale or any liability to third parties incurred by the Purchaser.
10. **PATENTS:** The Seller shall indemnify the Purchaser from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered design, trade mark or copyright arising out of the sale or use of Goods supplied under the Contract, however, the Seller shall not be required to indemnify the Purchaser against such infringements where the Goods are supplied to the particular design or specification of the Purchaser.
11. **PURCHASER'S DRAWINGS, ETC.:** The Seller shall not be responsible in any way for the accuracy of drawings, specifications, or other data supplied by the Purchaser.
12. **CONFIDENTIAL INFORMATION:**
- a) Each party shall treat all technical and other information provided to it by the other in connection with the Contract as strictly confidential except as far as may be reasonably necessary for the proper use of the Goods.
 - b) This obligation shall not apply to any information generally known in the public domain.
13. **LAW:** The Contract shall be interpreted and take effect as a contract in accordance with the laws of Scotland.