



Generators For Export Limited  
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## **GENERATORS FOR EXPORT GENERAL CONDITIONS OF SALE**

### **DEFINITIONS**

"Company"	Generators for Export Limited
"Customer"	The Customer of the Company
"Contract"	Any contract entered into for the supply of Goods or Services by the Company to the Customer
"Goods"	Any goods forming the subject matter of any Contract including (where the context so admits) Services.
"Nominated Contact"	The person identified on the Company's order acknowledgement. In default of any nomination, any director of the Company or the Company Secretary of the Company.
"Services"	Any services provided by the Company to the Customer either as a Contract for the supply of Services alone or the Services element of any Contract to supply Goods and Services.

(1) **GENERAL.-** Quotations are for negotiation and discussion only and not open for unilateral acceptance by the Customer. They may be withdrawn at any time and in any event shall be deemed to have been withdrawn after 30 days from the date of the quotation or other period therein stated. The acceptance of our quotation or Quotation (or quotation) includes the acceptance of the following terms and conditions.

(2) **VALIDITY.-** Unless previously withdrawn our quotation is open for the acceptance for the period stated therein or when no period is stated, within 30 days only from the date of our Quotation.

(3) **ACCEPTANCE.-** The acceptance of our Quotation must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we are to be at liberty to amend the Quotation prices to cover any increase in cost which has taken place after acceptance. Our Quotation shall not constitute a contract between us unless and until we expressly confirm our acceptance in writing. Upon such written confirmation a contract in accordance with our conditions of sale shall thereupon subsist between us. These conditions shall be incorporated in all Contracts to the exclusion of any terms or conditions referred to by the Customer and supersede any previous conditions of sale of the Company. Acceptance by or on behalf of the Customer of any delivery or performance tendered by the Company shall in any event be conclusive evidence of the Customer's acceptance of these conditions. Each Contract supersedes all previous oral or written communications between the Company and the Customer not referred to in any written acknowledgement by the Company of the Customer's order and the Company does not authorise the giving of presentations on its behalf by any person unless confirmed in writing and signed by the Nominated Contact. In this regard the Customer specifically acknowledges that any Contract entered into with the Company is not entered into in reliance on any representation made by any officer, employee or agent of the Company

(4) **CANCELLATION.-** Once a contract comes into force between us, it cannot be cancelled by you except with our consent and on terms which will indemnify us against all resulting loss. No amendment of any Contract or these conditions shall bind the Company unless in writing and signed by the Nominated Contact

(5) **LIMITS OF CONTRACT.-** The Company shall have no liability for any advice, opinion or information furnished by the Company, its servants or agents unless given in writing by the Nominated Contact in response to a written request by the Customer referring to the Contract.

(6) **DRAWINGS. Etc.-** Any specifications, drawings, particulars of weights and dimensions and other technical information contained in the Company's quotations, catalogues, price lists, advertisements or elsewhere are approximate only and intended merely to present a general idea of the Goods and (unless otherwise agreed in writing by the Company) are not to form part of the Contract. The Company reserves the right to discontinue the sale of particular products or alter their designs and specifications without notice at any time and to deliver Goods conforming to the altered design or specification in fulfilment of any Contract. No contract shall constitute a sale by sample notwithstanding that any Goods or products may have been exhibited to or inspected by the Customer. Where the Company prepares drawings, designs or other data on the basis of materials provided or suggestions given by the Customer, all rights therein (including copyright and design rights) and all materials, tools, patterns or other items prepared by the Company shall, unless otherwise agreed in writing, be the Company's property and the customer shall not copy or reproduce the same in whole or in part in any form or allow others to do so.

(7) **TESTS.-** Our goods are carefully inspected and standard tests are made before despatch. A certificate of test is supplied if required, and this certificate shall be accepted as evidence that the goods are as specified.

The Company shall have no liability for any failure of any Goods on test or in use outside the Company's premises to attain any performance figures unless the Company has specifically guaranteed the same in the Contract subject to any tolerances specified or agreed to by the Company and subject also to proof by the Customer that it has properly used the Goods in accordance with all instructions and conditions for use specified by the Company and the instructions of the manufacturer of any equipment in or with which the Goods are to be installed or used. Where any inspections or tests to be conducted at the Company's premises and the Customer fails to attend upon reasonable notice of up to 14 days the Company shall be entitled to proceed in the Customer's absence and the Customer shall be deemed to have accepted the results of such inspection or tests. Where any inspections or tests are to be conducted or carried out at the Customer's premises and the Customer fails upon reasonable notice of up to 14 days to carry out or permit the same to be carried out or has commercially operated the Goods before the date for inspection or testing such inspections or tests shall be deemed to have been successfully carried out.

(8) **PERFORMANCE.-** Any figures given for performance are based upon our experience, and are such as we expect to obtain on test. You assume responsibility for the capacity and performance of the goods being sufficient and suitable for your purpose. We accept no responsibility for verbal undertakings by travellers or sales representatives unless confirmed in writing by our head office.

(9) **DESPATCH.-** The time given for Despatch and/or completion is to date from receipt by us of a written or telegraphic order to proceed, and all the necessary information, and drawings to enable us to put the work in hand. We will use our best endeavours to keep the dates given, but will accept no liability for failure to do so. Should Despatch be delayed by your instructions, or lack of instructions, or by any cause whatsoever beyond our reasonable control, including but not limited to: strikes, lock-outs, war, fire, accidents, global pandemic or defective material, or failure by our suppliers to keep their promise of delivery, through no fault of ours, a reasonable extension of time shall be granted. In the event of suspension of the work by your instructions or lack of instructions, the contract price shall be increased to cover any extra expense thereby incurred by us.

(10) **PRICES.-** The Company's prices exclude VAT, (where applicable), and all other taxes or duties of whatever kind and unless otherwise agreed in writing by the Company are those stated in the Company's quotation exclusive (in the case of Goods) of carriage and insurance. The Company reserves the right, at the Company's discretion, to vary any prices quoted by it for any costs incurred by the Company after the date of the quotation as a result of

(a) any alterations in specifications, quantities or production, delivery or performance schedules or any suspension of work requested by the Customer,

(b) any delay in the supply by or on behalf of the Customer of any instructions, data or materials (including "free issue" items) or any inaccuracy, insufficiency or defect therein or non-conformity to their specifications (whether or not apparent on inspection),

(c) any fluctuation in the cost of materials, equipment, labour, transport or utilities, arising in each case from whatever cause.

(11) **TERMS OF PAYMENT.-** All amounts due to the Company, unless otherwise agreed in writing, shall be payable in the currency stated on the Company's quotation or as otherwise agreed. For stock items: payment on order. For non-stock items & UK customers: 30% deposit, balance on advice that goods are ready for Despatch. For non-stock items and non-UK customers: Payment on order or confirmed irrevocable letter of credit established on a first class UK bank. Unless otherwise agreed in writing with the company. If delivery is not taken when the equipment is ready at our works, or delays arise through causes beyond our control in completion of erection or setting to work or there be minor defects in the goods which do not materially affect their commercial use, then payment must not be withheld, and in the event of special terms having been arranged, the respective instalments must be paid by the date on which such payments can reasonably be assumed to have fallen due. Without prejudice to any other rights of the Company, interest shall be payable on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at the rate of three (3) per cent over the base rate from time to time quoted by the Company's bankers compounded monthly. The Customer shall also pay (as a debt) all legal and other costs incurred by the Company in recovering (a) any amounts owing from the Customer and (b) any Goods in which title has been retained by the Company. Such costs shall be due for payment immediately on invoice.

(12) **ERECTION.-**Erection is not included unless detailed in our Quotation. If erection is required on a day-to-day basis, the agreed charge is to be reckoned from the time the erector leaves our works to the time of his return, all travelling expenses being chargeable to you at cost.



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You shall provide suitable access to and possession of the site, or vessel, proper foundation or settings ready to receive the plant as and when delivered, adequate crane lifting tackle and scaffolding, all other labour, suitable protection of the plant from time of delivery, and all necessary facilities and adequate assistance. All of these to be supplied at your expense, both for unloading and erection, to enable the work to be expeditiously and continuously carried out under our supervision, and any cost incurred by keeping any of our men at your works or on the vessel after completion of erection, except for necessary attendance at trials shall be charged for as an extra. All assistants supplied by you will remain in your employ, and you undertake all employer's liability in respect of claims that may arise under the Workmen's Compensation Acts, Employer's Liability Acts or other relevant legislation. We accept such responsibility in respect of our employees provided they are engaged only on such work as is outlined in our contract and do not attend to any other work for you outside the contract. Should we incur extra cost for erection owing to interruptions, delays, overtime, unusual hours, mistakes or work for which we are not responsible, or water and exhaust piping, etc., additional to the quantities included in our estimate, such extra cost, as well as the cost incurred by keeping any of our men on site or vessel, after completion or erection, shall be added to the contract price and paid for accordingly. All necessary fuel, lubricating oil and stores required when starting up the plant or subsequently, are to be supplied at your expense.

(13) **DIVISIBILITY.**- In reference to blanket orders for products that are subject to call off and invoiced separately for work that has been completed prior to completion of the blanket order, it is agreed that these invoices will become due and payable on agreed terms in their own right notwithstanding that they are part of a blanket order

(14) **DELIVERY AND RISK.**- Goods shall be delivered and risk on them shall pass to the Customer when they are made available at the Company's premises or other delivery point stated in any order acknowledgement given by the Company or as otherwise agreed in the quotation. Where Goods are made available at a point other than the Company's premises, the Customer shall be responsible for all off-loading arrangements and costs and the Company reserves the right to deliver the goods at the nearest point of suitable access. If Goods are consigned to a destination outside the United Kingdom mainland any trade terms referred to in the Company's order acknowledgement shall, to the extent consistent with these conditions, be as defined in the edition of "Incoterms" then current. Times quoted for delivery of Goods and/or Services are subject to the availability of goods and relevant personnel for the Contract and the supply of all instructions or other matter required from the Customer. The Company will endeavour subject to these conditions to comply with any date given by it but shall not be liable for any loss, damage or expense (whether direct or indirect) arising from any delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance or repudiate any Contract. The Company may deliver the Goods by instalments each of which shall be deemed to be the subject of a separate Contract and, unless otherwise agreed in writing by the Nominated Contact, no failure by the Company in any one or more instalments shall entitle the Customer to repudiate any Contract for Goods previously delivered or to refuse to accept any undelivered Goods. The Company may determine the form of transport or packing of any Goods whose price is agreed in writing to include carriage and charge extra for any special arrangements requested by the Customer.

(15) **STORAGE.**- If we do not receive forwarding instructions sufficient to enable us to despatch within fourteen days after notification that the goods have been tested under Clause 7, or that they are ready for despatch, you shall take delivery or arrange for storage. We are prepared, however, if our storage facilities permit, to store the goods at a charge of not less than £50.00 per tonne per week (with a minimum fee of £100.00 per week) until the goods are despatched, and the goods shall be paid for as if they had been despatched.

(16) **DAMAGE IN TRANSIT.**- We will not be responsible for loss or damage to goods beyond the delivery stated in our Quotation. We will repair or replace free of charge goods damaged in transit up to the point or port of delivery, but not beyond. When bills of lading are taken out by us on your behalf and at your request, we will take out on your behalf and at your expense, insurance against loss or other risk and we will on your behalf and at your expense, take all reasonable steps to recover from the Insurance Company any loss or damage for which they may be liable, provided that, in the case of order for delivery within the United Kingdom, we receive written notification of any damage within three days of delivery, and in the case of order for delivery outside the United Kingdom, we receive written notification of any damage within 28 days of delivery.

(17) **GUARANTEE.**- The goods are warranted in accordance with our warranty terms (Clause 24) at the date of order. After the goods have been taken over or deemed to have been taken over under (Clause 12) and subject to (Clause 15) we expressly guarantee in lieu of any warranty implied by law to make good any defective parts in machinery of our own supply defects developed under proper use, and arising solely from faulty material or workmanship, provided always that such defective parts are promptly returned carriage paid to our works, and provided that fuel and lubricant approved by us have been used continuously. The repaired or new parts will be delivered free to nearest railway station or f.o.b. supplier's choice of English port. At the termination of the Warranty Period, all liability

on our part ceases. All goods are supplied on the condition that we shall not be liable for any loss incurred through stoppages nor for any consequential damages. This guarantee shall not apply to fair wear and tear or to damage due to negligence or improper handling by the purchaser without our knowledge or approval, or due to damage by any cause beyond our control. This guarantee shall not apply to second hand or refurbished goods supplied by us. Where goods are sold F.O.B. English port, our responsibility under this clause shall end immediately we have delivered the goods on board ship, and we shall be under no obligations to give notice as per section 32 (3) of the Sales of Goods Act, 1983.

(18) **PATENTS.**- In the event of any claim being made or action being brought against you in respect of infringement of patents by the manufacturing or sale by us of goods supplied to you hereunder you are to notify us immediately, and we shall be at liberty with your assistance, if required, but at our expense, to contact all negotiations for the settlement of the same or any litigation that may arise there from; subject to such notification, and provided that no such goods or any part thereof, shall be used for any purpose other than that for which we supply them, we will indemnify you in respect of any such claims.

(19) **WARRANTY AND DISCREPANCIES.**- New equipment, components and spare parts supplied by the Company are warranted to be free from defects in materials and workmanship at the time of delivery for a period of twelve (12) months from the date of commissioning or eighteen (18) months from readiness to dispatch, whichever is the earlier.

The above warranty shall not extend to :-

- 19.1 Any accessories or proprietary fittings whatsoever.
- 19.2 Goods used for a purpose for which they were not designed.
- 19.3 Goods, which in the opinion of the Company have been altered, used, serviced, maintained or stored otherwise than in accordance with the Company's recommendations (whether oral or in writing).
- 19.4 Goods from which the Company's number or markings have been removed or altered.
- 19.5 Defects arising from any drawing design or specification supplied by the Customer.
- 19.6 Defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair without the Company's approval.
- 19.7 Defects arising from failure to follow the Company's recommendations and operating practices (whether oral or in writing) and subject to any specified load limitations.
- 19.8 Parts, materials and equipment not manufactured by the Company or damage caused by such items, where the Company reserves the right to limit its liability to assigning to the Customer (so far as it is able) any warranty given by the manufacturer of those goods.

Where any valid claim by the Customer for breach of the warranty provided above is notified to the Company in accordance with these conditions, the Company may at its sole option elect to repair or replace the defective items free of charge.

The Customer shall only be entitled to the benefit of the terms of the above warranty on condition that the Customer has duly performing all of its obligations under the Contract for the supply of Goods including (but not limited to) payment of all sums due and owing by the Customer to the Company under any Contract.

If at the time of delivery any Goods are missing, lost, damaged, defective or otherwise not in accordance with the Contract the Company will, at its expense, subject to these conditions, in its discretion, within a reasonable period, replace the Goods affected at the original point of delivery or otherwise make good the discrepancy or allow credit for their invoice value

The Company shall have no liability in respect of any such discrepancy unless the Customer has given the Company notice thereof:

- (in case of any discrepancy which is reasonably apparent on inspection) within three (3) days of receipt of the Goods, or
- (in case of loss of a whole consignment) within seven (7) days from the date of invoice, or
- (in case of a discrepancy which is not reasonably apparent upon inspection) immediately upon the discrepancy becoming apparent and in any event not later than three (3) months (or other period stated in the Company's quotation) after receipt of the Goods.

The Company shall have no liability in respect of any claim by the Customer in respect of any discrepancy affecting the Goods or under the terms of the above warranty unless:-

- notice of the claim is given in writing, and
- the Customer affords the Company reasonable opportunity and facilities for the investigation of any claim and complies with any request by the Company for the return, properly packed and

- carriage paid, of any Goods for examination by the Company, and
- the opportunity for the Company to investigate any claim is given (in the case of any discrepancy which is reasonably apparent on inspection) within a period of not less than three (3) days from the date on which notice of the claim is given and before the Goods are used or re-sold.

No Goods may be returned unless the Company has requested their return in writing.

Unless otherwise agreed in writing the Company shall have no liability for: -

19.9 any loss of or damage to any Goods in transit after despatch from the Company's premises except that it will if requested to do so by the Customer, take such steps as the Customer reasonably requests to make a claim against the carrier on behalf of the Customer or assist the Customer to make such a claim and any proceeds of such claim which the Company receives (less any reasonable expenses) will be accounted for to the Customer

19.10 any Goods which after delivery have been subjected to any incorrect handling or storage or suffered any misuse, neglect or accident or had any modification repair or remedial work carried out by any person other than the Company or in accordance with its written recommendations or instructions, or

19.11 any discrepancy, which results from any inaccurate or incomplete information, details or materials, supplied by or on behalf of the Customer

19.12 the cost of removal of any Goods to be replaced or parts thereof or the refitting or any repaired or replaced Goods or parts thereof

19.13 any discrepancy in the Goods or any replacement goods which appears after the claims period applicable to the original Goods has expired.

19.14 Any items replaced by the Company following its acceptance of any claim shall become the Company's property and shall not be used or disposed of except in accordance with the Company's written instructions.

19.15 Goods in respect of which no claim is made in accordance with these conditions shall be deemed to have been accepted by the Customer in accordance with the Contract and the Company reserves the right to charge the Customer with any administration, handling or other costs it incurs in connection with any claims which it does not accept which shall be recoverable as a debt.

19.16 These conditions shall extend (so far as they are capable of application thereto) to discrepancies in any Services provided by the Company which the Company is satisfied did not conform to their Contract description or were not carried out with reasonable skill and care.

**The Company's Responsibilities.** If a defect in material or workmanship arises during the warranty period the company will replace or at the company's discretion repair the defective parts. Replacement or repair is subject to availability of the defective parts. Generators for Export reserve the right to attend site within a reasonable period. Immediate attention to site is not guaranteed, unless the user enters into a separate service contract with the company.

**The User's Responsibilities** The user is responsible for:

- Installing (unless installed by the company) and operating the generating set in accordance with the manufacturer's instructions.
- Accepting the company's judgement as to whether the faulty part is defective in material or workmanship.
- Costs and risks for transportation/shipping and other charges associated with the replacement of the defective parts.
- Miscellaneous costs including but not limited to travel, mileage, lodging, taxes, telephone calls, overtime, except as stated under "The Company's Responsibilities."

**Warranty Period** The warranty period is 12 months from the date of first running or 18 months from the date of supply, whichever occurs soonest. Furthermore, the warranty is limited by hours of running as follows:

(i) *New generators:*

1 – 5.9 KVA	1000 hours
6 – 26KVA	1000 hours
27 – 100KVA	1250 hours
101KVA – 500KVA	1250 hours
Above 500KVA	1500 hours
Economy range	250 hours

or 12 months from date of supply, whichever occurs soonest

(ii) *Second Hand generators:*

No warranty is given for second-hand generators.

This warranty is expressly in lieu of all other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by the company and excluded from this warranty. The company shall, under no circumstances, be held liable for any special direct, indirect, incidental or consequential damages. All claims made under this warranty should be made by contacting your local distributor or agent or the company who will outline the administration and scope.

(20) **ARBITRATION.-** If during the period of the guarantee referred to in (Clause 17), any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration in England of a person to be mutually agreed upon, or failing agreement, of some person appointed by the President the time being of the Institution of Mechanical Engineers, neither side to appear before the Arbitrator by solicitor or counsel. This submission shall be deemed to be a submission to arbitration in the meaning of the Arbitration Act, 1889, or any statutory modification thereof.

(21) **EXTENT OF LIABILITY.-** Except to the extent stated in these conditions or otherwise agreed in writing by it: -

21.1 The Company shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with the Contract other than for death or personal injury resulting from its negligence or for fraud on the part of any of its employees whilst acting in the course of their employment, and

21.2 The Company accepts no liability for the condition or quality of any Goods or their packing or any life or wear of any Goods or their suitability for any particular purpose or use under specific conditions (whether or not known to the Company) or for any consequential loss or damage suffered by the Customer under or in connection with the Contract, whether directly or indirectly, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim against the Customer by any person and the Customer shall be solely responsible for any such claim.

21.3 The Company shall be discharged of all liability to which these conditions apply unless proceedings are commenced and served within twelve (12) months after the Customer became aware (or should reasonably have become aware) of the facts giving rise to such liability.

21.4 The Company's liability in connection with the Goods shall in no circumstances exceed their invoice price.

(22) **LEGAL CONSTRUCTION.-** The contract shall in all respects be construed and operates as an English contract and in conformity with English law, and unless otherwise arranged is subject to the jurisdiction of the English Courts.

(23) **TITLE.-** Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and not pass to the Customer (who shall, nevertheless, subject to the conditions stated below, be entitled to resell them as principal only, in the ordinary course of business) until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other debts for any other goods or services owed to it by the Customer on any account until title passes:

23.1 the Customer shall hold the Goods as bailee for the Company and ensure that they are at all times clearly identified as the property of the Company

23.2 the Customer shall notify any purchaser of the Goods of the Company's interest and title in the Goods where title is still retained by the Company (in accordance with clause 20.1 above) at the time of sale by the Customer

The Company shall be entitled at any time on demand to: -

23.3 repossess, remove from other equipment (without being liable for any damage thereby occasioned) and sell all or any of the Goods and thereby terminate (without any liability to the Customer) the Customer's right to sell them, and

23.4 enter any premises where the Goods are located for the purpose of inspecting or repossessing them.

The Company shall, without prejudice to any other remedy, be entitled to maintain an action for the price of the Goods although title in them has not passed to the Customer.

The Company transfers to the Customer only such title and rights of use as the Company has in any Goods and in the case of material provided by any third party shall transfer only such title and rights as that party had and has transferred to the Company.



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(24) **SUPPLEMENTARY CONDITIONS OF CONTRACT.**- Our offer is made subject to our usual Conditions of sale and is subject to confirmation or revision by us in any event, at time of ordering. During the continuance of abnormal conditions likely to prevail for some time the contractor shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded by any statute, rules regulations, orders or requisitions issued by any Government Department, Council, or other duly constituted authority. In view of the uncertainty of the future cost of manufacture we are compelled to stipulate that, notwithstanding any price quoted by us or stated in your order, the goods will be invoiced at our prices current at the date of despatch.

The Customer shall indemnify and hold harmless the Company against any and all claims, proceedings, costs, damages, liabilities and expenses incurred or suffered by the Company arising from any instructions, data, drawings, specifications, goods, services or other items supplied by or on behalf of the Customer to the Company or from any failure to supply the same or from any infringement or alleged infringement of the rights of any third party claimed under or in relation to any patent, registered design, trade mark, copyright, design right, breach of confidence or otherwise howsoever resulting from the Company's use of any of the foregoing items. The Company shall have no liability for any inaccuracy or inadequacy of such items and shall be entitled to charge extra for any costs resulting there from.

The Company may at its discretion sub-contract all or any of its obligations under the Contract but the Contract shall not be assigned by the Customer without the Company's prior written consent.

The Company shall have a lien on any Goods in the Company's possession for all sums due at any time from the Customer on any account and shall be entitled to keep possession of or at its option sell or dispose of the same as agent for and at the expense of the Customer and apply any proceeds in and towards the payment of such sums on twenty eight (28) days written notice to the Customer

The Customer shall be responsible for obtaining and maintaining in force any import or export licences, visas, work permits or the like and the payment of any duties taxes or other charges in connection with the employment overseas of any of the Company's personnel and in particular the Company shall be entitled to charge extra for any costs incurred by it as a result of such failure.

All headings in this agreement are for reference purposes only and shall not affect the interpretation of the particular clause.

In the event that any provision in these terms and conditions is declared by a judicial or other competent authority to be void, voidable, illegible or unenforceable for any reason, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality and the remaining provisions of these terms and conditions shall remain in full force and effect.

(25) **VALUE ADDED TAX.**- We shall be entitled to recover from you by way of addition to the Contract Prices(s), such amounts(s) which we may become liable to pay in respect of Value Added Tax in relation to goods or services supplied under this contract

(26) **TERMINATION OR SUSPENSION.**- If the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company, is unable to pay its debts in the ordinary course of its business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its undertaking, assets or income, is the subject of any bankruptcy order, has a resolution passed for its winding up, has a petition presented to any court for an administration order or for its winding up, enters into any composition or arrangement with its creditors (whether formal or informal), has any distraint or execution levied on any of its assets, suffers any action similar to any of the foregoing in any jurisdiction or ceases to trade or the Company bona fide believes that any of the foregoing matters may occur, then, in any such event, the Company shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the Customer, by giving the Customer written notice at any time or times, to suspend its performance of the Contract or (whether or not such performance has previously been suspended) to terminate such Contract.

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no such indulgence or forbearance in respect of any breach shall operate as a waiver in respect of the same or any subsequent or other breach.

(27) **FORCE MAJEURE.**- The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract resulting from any cause whatsoever beyond the Company's control existing at the date of the Contract or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of transportation facilities and/or fuel supplies, supply of labour, materials, power or supplies, strike, lockout or labour dispute (whether or not at the Company's works), illness, epidemic, flood, drought, war, civil commotion,

or restriction of any authority or governmental agency and the time for performance shall be extended by the period of any such delay.

(28) **GENERAL DATA PROTECTION.**- By entering into a contract with the Company you agree to the Company holding data in relation to the goods and services provided and any details required by the Company to fulfil its legitimate obligations. This includes but is not limited to addresses, names, addresses, contact information including work/personal email addresses. We may also require (in some circumstances) your personal information in order to comply with UK legislation such as money laundering or for identification purposes.

(29) **GDPR.**- By accepting our terms and conditions you are consenting to Generators for Export to, send you periodical updates by email and/or by post sure that you are kept up to date with all the latest legislation regarding emissions, details of new generator products, updates on servicing procedures and schedules and information on stock availability. You can un-subscribe at any time by clicking on the 'un-subscribe' button at the bottom of any emails we send to you. Generators for Export will not pass your information to any third party.