

Terms & Conditions of Sale

1. DEFINITIONS

In these conditions:-"the Company" means Gas Measurement Instruments Limited; "the goods" means the equipment, apparatus, instrumentation, materials and other goods to which the tender and other documents forming part of the contract relate; "the tender or quotation made by the Company to supply or, as the case may be, to supply and install the goods: "the customer" means the company, firm or person who accepts the tender, "the contract" means the contract arising between the Company and the customer pursuant to the tender.

2. APPLICABLE CONDITIONS

All tenders and quotations are made and all orders are accepted by the Company subject to the following terms and conditions notwithstanding anything which may be stated or implied in the customer's order forms or correspondence, whether submitted before or after these terms and conditions. Any variation of these terms and conditions shall only be valid if in writing and signed by two Directors of the Company. No orders shall be binding on the Company until accepted in writing by the Company.

3. VALIDITY OF TENDER

Although the Company reserve the right to withdraw or revise any tender or quotation at any time prior to the conclusion of a binding contract in respect of that tender or quotation , all prices given in tenders and quotations will normally be firm and fixed for a period of sixty days from the date of the formal tender or quotation.

4. PRICES AND PAYMENT TERMS

All prices quoted are FCA Inchinnan Business Park, Renfrew, and are exclusive of VAT and any other applicable taxes, which shall be the responsibility of the customer. All freight and other delivery charges shall be for the account of the customer. Unless otherwise expressly provided, payment is due Net Monthly on Customers with a Credit Account. All other orders will be Payment in Advance until such times as a Credit account is applied for and approved. Any discount allowed shall apply at point of quotation and order. Without prejudice to the Company's other rights and remedies, the customer will be liable to pay interest on all sums overdue at the rate of five per cent above the base rate from time to time of HSBC Bank Plc from the due date until payment.

5. DELIVERY

The Company will use all reasonable endeavours to give delivery on the stated date of delivery but time shall not be of the essence of the contract and the Company shall not accept responsibility for any variation of delay in delivery date of any loss occasioned thereby, from whatever cause arising. Where delivery is delayed beyond the stated date for delivery at the request of, or as a result of some act or omission, the customer or any party for which the customer is responsible, the Company will be entitled to raise an invoice for, and be paid by the customer in respect of, the goods or any part thereof notwithstanding that the goods or such part thereof have or has not been delivered.

6. TITLE AND RISK

(a) The property in and title to the goods shall remain with the Company until the whole price therefore has been paid in full to the Company. If the customer fails to make payment in accordance with these conditions, the Company shall be entitled to enter upon the premises where the goods are situated and repossess and remove the goods, without prejudice to any other remedies competent to the Company.

(b) The risk in the goods shall pass to the customer at the time of delivery specified in the tender of, if earlier, the time of receipt by the Customer of payment for the goods.

(c) The Company shall not be liable for any shortages in delivery or any damage to the goods in transit unless the customer notifies the Company in writing within ten days of the date of delivery of the relevant consignment of the goods.

7. SPECIFICATION

The goods will be supplied, or as the case may be, supplied and installed substantially as described in the contract. However, the Company reserves the right to vary or alter the design or specification of the goods at any time without notice to the customer provided that such variation or alteration does not alter substantially and adversely the performance of the goods. All descriptive specifications, particulars of weights and dimensions and the like provided by the Company are approximate only. The descriptions, illustrations and other information contained in the Company's catalogues price lists and other advertising material intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

8. ACCESS TO SITE

Where the contract includes the installation of the goods or any part thereof, it shall be the customer's responsibility to ensure that the Company is given adequate free uninterrupted and safe access to the part or parts of the premises where such goods are to be installed.

9. WARRANTY

The Company warrants that:-

- (a) the Company has title to the goods and the right to sell the same;
- (b) the goods will substantially comply with the technical description contained in the relevant technical specification sheet(s) issued by the Company; and
- (c) for the period of one year from the date of delivery of the goods or, where the contract requires the Company to install the goods, the goods will be free from defect in materials and workmanship under normal use and service; provided that where the goods have not been installed by the Company this warranty shall only apply if the goods have been installed in accordance with the instructions issued by the manufacturers of the goods and commissioned by the Company's engineers.

Except as provided in Clause 10 below, the sole and exclusive remedy of the customer in the event of any breach of the warranties contained in paragraphs (b) or (c) of this Clause shall be to require the Company free of charge to the customer to make good the defect whether by replacement repair or adjustment provided that the customer shall have given the Company prompt notice of the defect and the circumstances in which it arose. The Company shall not be obliged to repair or replace under the foregoing warranties any components of the goods which are by their nature of uncertain life.

While the Company may have assisted the customer to select the goods based on the information which the customer has provided to the Company as regards the customer's purpose for the goods, the customer acknowledges that the ultimate responsibility for the selection of the goods to fit his particular purpose lies with the customer and accordingly no warranty is given by the Company that the goods are fit for the customer's particular purpose.

10. INDEMNITY

The Company will indemnify the customer against:-

- (a) any claim for or in respect of the death of or personal injury to any person so far as attributable to the negligence of the Company or to any failure on the part of the Company to comply with the warranties contained in paragraphs (b) or (c) of Clause 9 above;
- (b) any claim, up to a maximum amount of £1 million, for or in respect of the cost of repair or reinstatement of any property to the extent that it is damaged or destroyed by the negligence of the Company or by any failure on the part of the Company to comply with the warranties contained in paragraphs (b) or (c) of Clause 9 above.

Provided that the customer shall promptly upon becoming aware thereof notify the Company on writing of any claim which may give rise to liability on the part of the Company under this Clause, shall not pay settle or compromise any such claim without the prior written consent of the Company and shall allow and assist the Company to defend any such claim in the customer's name but at the Company's expense.

11. EXCLUSIONS

Apart from the express warranties given in these Terms and Conditions of Sale all representations warranties and conditions, express or implied, statutory collateral or otherwise, are expressly excluded save to the extent to which any such may not lawfully be excluded. The Company shall not be liable to the customer, except as specifically and expressly provided in Clause 10 above, for any loss or damage direct or consequential whether arising by negligence breach of contract or otherwise, including without prejudice to the foregoing generality loss of profit, loss of use, loss of goodwill, loss of production and other financial loss.

Piped natural gas has a range of compositions and, in some cases, may be chemically similar to non-piped gases present in the atmosphere. Therefore, any GMI products which include a Pipeline Gas/Non-Pipeline Gas test function is for indication and advisory purposes only and should not be relied upon as the sole indicator for confirming the type of gas present in the environment. GMI shall not, therefore, be held liable for any direct costs or consequential costs, losses or expenses incurred by the user whilst solely relying on a Pipeline Gas test function in order to determine the presence of Piped natural gas.

12. ASSIGNATION

The Company shall be entitled to assign or sub-contract all or any of its rights or obligations under the contract.

13. FORCE MAJEURE

The Company shall not be liable to the customer, nor shall the customer have the right to terminate the contract, if the Company is prevented from or delayed in performing any of its obligations under the contract for any reason outwith the control of the Company. If performance is likely to be prevented or delayed for any such reason for a period in excess of six months beyond the date stated for delivery, the Company shall be entitled by notice in writing to the customer and to terminate the contract without any liability to the customer and to recover from the customer the actual cost (including overhead expenses allocated or to be allocated) of work done and materials bought in respect of the contract up to the date of termination.

14. ARBITRATION

Any question or dispute arising between the Company and the customer in relation to or arising out of the contract shall failing amicable resolutions be referred to the decision of an arbiter to be agreed between the parties or failing agreement to be appointed on the application of either party by the President for the time being of the Law Society of Scotland. The costs and expenses of any such arbitration shall be borne as the arbiter may direct.

15. GOVERNING LAW

The contract shall be governed and construed according to the Law of Scotland.

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