



Engine Remanufacturing / Tuning

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Terms & Condition of Sale

1 – DEFINITIONS

Buyer

The person who buys or agrees to buy the goods from the Seller.

Conditions

The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods

The articles / services which the Buyer agrees to buy from the Seller.

Price

The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Seller

Powermax Engineering Ltd.

Contract

The arrangements made between Buyer & Seller at the point where the the Buyer orders the goods & services.

2 – CONDITIONS

- 2.1 These conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions or any other conditions which the buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3 – PRICE

The price quoted shall be exclusive of VAT and any delivery costs.

Price Variation

All prices are subject to variations due to rises or falls in the price of materials, services and wages occurring before the end of the contract, or because of extra costs due to a Buyers instructions or lack of instructions, or any alterations or additions requested by the Buyer subsequent to the date on which the order was placed.

4 – PAYMENT AND INTEREST

Payment of the Price and VAT shall be due on collection / despatch of the Goods.

Payment is accepted by cash, credit card, paypal and bank transfer. Cheques are no longer accepted by the Seller.

5 – WARRANTIES

The Seller warrants that the Goods at the time of delivery correspond to the description given by the Buyer at the time of order. Bought – out branded components incorporated in the Contract are only guaranteed as per the company's Suppliers warranty and to be free from defects in workmanship and materials at the time of delivery. Any liability for breach of this warranty shall be limited to a refund of the purchase price, or to replacement upon return at the company's option. No claim for breach or alleged breach of this warranty will be considered unless delivered to the company in writing within a reasonable time after delivery of the shipment to which such claim relates. No other warranty, whether expressed or implied is made by the company.

6 – DRAWINGS AND SPECIFICATIONS

All the information contained in any drawing, catalogue or specification (or which accompanies or forms part of any quotation) is subject to alteration at any time without prior notice and the company will not be bound to comply exactly therewith, the company shall not be liable for any inaccuracies in any drawings, specification or other information supplied to it by the Buyer and shall not be liable for any defects, accidents or happenings arising out of such faulty information.

7 – CLAIMS

Any claim to the effect that the goods do not conform to the description or specification shall be limited to the invoice or to the proportion of such value as may be related to the quantity or proportion of the goods concerned. Settlement of any such agreed claim shall be either by replacement of the goods concerned or by an appropriate price allowance at the company's discretion. The company shall not be responsible for consequential loss or damage under any circumstances.

8 – DELIVERY OF THE GOODS

- 8.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 8.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 8.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 8.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of doing so.

9 – ACCEPTANCE OF THE GOODS

- 9.1 The Buyer shall be deemed to have accepted the Goods (48 hours) after delivery to the Buyer or collection by the Buyer.
- 9.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give notification to the Seller within 5 working days of delivery of the Goods of any defects which examination has revealed.
- 9.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 9.4 Incorporation by the Buyer of the Goods into any piece of plant or equipment will be deemed to be acceptance of quality and suitability.

10 – TITLE AND RISK

- 10.1 Risk shall pass on delivery of the Goods to the Buyer's address, or on collection by the Buyer.
- 10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 10.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 10.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them;
- and
- 10.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 10.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

11 – INDEMNITY

- a) The Buyer will indemnify the company against all claims of whatsoever kind from whomsoever arising for death or personal injury arising out of any use of the goods by any person including the Buyer.
- b) The Buyer will indemnify the company against all claims of whatsoever kind and from whomsoever arising for damage to property arising out of any use of the goods by any person including the Buyer.

12 – JURISDICTION

These General Terms and Conditions shall be subject to and construed in accordance with the Law of Northern Ireland and the parties hereby agree to accept the exclusive jurisdiction of the Courts of Northern Ireland in all matters connected therewith or relating thereto.

13 – PRIVACY POLICY

We are committed to privacy and will only use the information that we collect lawfully.