

TGC International Ltd.



GENERAL TERMS & CONDITIONS

FOR THE SUPPLY
OF GOODS & SERVICES

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REVISION: 04



GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. Definitions

In these conditions these expressions shall have the following meanings;

“the Supplier”	means TGC International Ltd or any trading division of TGC International Ltd including; The Generator Company, Powerhire, CVS Diesel and CVS PentaPower
“the Customer”	means the person, company, or firm entering into a contract with TGC International Ltd for the purchase of Goods or Services.
“the Parties”	means the Supplier and the Customer.
“Acceptance of Order”	means the acceptance by the Supplier of the Customer’s written instructions to proceed with the supply of Goods or Services.
“Services” & “Goods”	means the Services and/or Goods forming the subject of the contract between the Supplier and the Customer.
“the Equipment”	means the Equipment in relation to which the Supplier is to perform the Services, or supply of Goods from time to time, or any part of it.
“Contract”	means the Contract formed by the acceptance by the Supplier of the Customers written instruction to proceed with the supply of Goods or Services.

2. Acceptance of Conditions

- 2.1 These Conditions are the only terms or conditions on which the Supplier gives quotations, or sells, or supplies Goods and Services and (subject to the provisions of this clause 2) override any other representations terms or conditions stipulated, referred to, or implied by the Customer or the Supplier, the Suppliers servants or Suppliers agents whether in any order or in any document or in any negotiation or discussion.
- 2.2 No variation of these Terms and Conditions shall be effective unless made in writing signed by or on behalf of the Parties.

3. Acceptance of Orders

- 3.1 A contract shall exist between the Parties upon, and only upon the Supplier receiving and accepting the Customers written instructions to proceed with the supply of Goods and/or Services.

4. Validity

- 4.1 Unless previously withdrawn, or otherwise specified, an Offer or Quotation made by the Supplier shall be open for acceptance within thirty days after date of issue and is subject to confirmation at time of any such acceptance; after this date the Offer or Quotation will be subject to additions, extensions, or revisions at the discretion of the Supplier.

5. Terms of Payment

- 5.1 Payment for Goods or Services shall be due no later than that date (“the Due Date for Payment”) which is 30 days after the date of invoice, unless otherwise indicated in the Offer to Customer made by the Supplier.
- 5.2 Payment shall be deemed not to have been made until any and all cheques, drafts, and bills by which payment is to be effected have been cleared or honoured (as the case may be).
- 5.3 The Supplier reserves the right to charge interest on payments outstanding after the Due Date for Payment at the rate of eight percent above the Base Lending Rate of the Supplier’s principal bankers for the period that the Suppliers invoice remains unpaid.
- 5.4 “Pay when Paid” and “Pay when Certified” clauses by the Purchaser together with any other clauses from the Purchasers Terms and Conditions will not be accepted by the Supplier and are specifically excluded from any contract entered into by the Supplier with any Customer except expressly agreed in writing.

6. Title of Goods

- 6.1 Until goods supplied by the Supplier have been paid for in full (and all other monies due and owing from the Customer to the Company on any account whatsoever have been paid), legal title to the Goods shall not pass to the Customer and shall remain with the Supplier and the Customer will store the Goods in such manner as the Goods may be separately identified as the property of the Supplier. Until such time as the Goods have been paid for in full and title in the Goods has passed, the Customer shall be entitled (subject to any lien or right of retention on the part of the Company) to use the Goods in the ordinary course of business.

7. Supply

- 7.1 Any dates times or periods quoted by the supplier for supply of Goods or Services are estimates only and the Supplier shall not be liable for failure to meet such estimates or for any costs, charges, or expenses incurred as a consequence of such failure, and accordingly the Customer shall not be entitled to refuse to accept Services or Goods merely because of such failure.

8. Cancellation and/or Suspension or Postponement

- 8.1 In its absolute discretion the Supplier may at any time permit cancellation of a Contract and reserves the right to cancel any Contract in the event of any breach of any of these Terms and Conditions by the Customer. In the event of any such cancellation the remaining value of the work completed by the Supplier under the Contract shall become due for payment in accordance with Clause 5 hereof.
- 8.2 If, at any time, after a contract has been accepted by the Supplier; the Purchaser shall purport to Cancel and/or Suspend or Postpone the whole or any part of the Contract, the Supplier may by notice elect to treat the Contract as repudiated and on receipt of such notice the Purchaser shall be liable to pay to the Supplier, by way of Liquidated Damages, a sum to include all expenses, loss of profit, costs, overheads etc, incurred without limitation, in connection with the Contract.
- 8.3 Without prejudice to any other rights and remedies available under or in connection with a Contract, the Customer shall be entitled to terminate a Contract at any time by notice in writing to the Supplier in the event that the Supplier is in material breach of these Terms and Conditions and/or any additional terms agreed for the specific Contract.

9. Literature

- 9.1 All designs, specifications, drawings, data, and information supplied by the Supplier to the Customer in connection with a Contract, and all other materials of a similar nature, supplied for any other purpose whatsoever shall:
 - 9.1.1 remain the property and copyright of the Supplier.
 - 9.1.2 be treated as confidential by the Customer who shall not under any circumstance without the written permission of the Supplier disclose all or any part of the information to a third party.
- 9.2 All drawings, data and information supplied by the Customer to the Supplier in connection with a Contract and all other materials of a similar nature supplied for any purpose whatsoever shall:
 - 9.2.1 remain the property and copyright of the Customer.
 - 9.2.2 be treated as confidential by the Supplier who shall not under any circumstance without the written permission of the Customer disclose all or any part of the information to a third party.

10. Work carried out in connection with a Contract outside of the United Kingdom

- 10.1 The following conditions shall apply to the supply of Services in connection with a Contract where the Supplier, the Supplier's Servants, or an Employee or Employees of the Supplier are required to visit or work at a location that is outside of the United Kingdom (of England, Northern Ireland, Scotland, and Wales);
- 10.1.1 The Customer shall be responsible for providing Public Liability Insurance to cover the Supplier with regard to all aspects of the work being carried out under the Contract.
- 10.1.2 Accommodation and subsistence, commensurate to European standards, shall be provided by the Customer at no charge to the Supplier for a period necessary for the Supplier to complete the contract. If at any period of time the Supplier deems the accommodation and/or subsistence not to be acceptable, the Supplier reserves the right to seek alternative accommodation and/or subsistence and the Customer shall be liable for all costs incurred in connection with the Supplier finding alternative accommodation and/or subsistence.
- 10.1.3 Where air travel is required, the Customer shall be responsible, unless otherwise indicated, for providing each employee of the Supplier, who is required to travel outside of the United Kingdom in connection with the Contract, with a Fully Flexible, Full Fare, Firm, Business Class Return Air ticket between a mutually convenient airport in the United Kingdom and the Location or Country to be visited in conjunction with the Contract.
- 10.1.4 Prior to the departure of any representative of the Company to a Country or Location outside of the United Kingdom the Company shall seek advice from the British Foreign & Commonwealth Office pertaining to personal safety in the Location or Country, the Company reserve the right to withdraw a representative from a visit to a Location or Country based on this information either before or after departure has commenced from the United Kingdom, in such an instance all costs associated with the repatriation shall be met by the Customer.
- 10.2 In the event that an Employee or Employees of the Supplier, visit an area outside of the United Kingdom in connection with a Contract, and if for any reason whatsoever (other than the employee being found guilty of a deliberate and knowing criminal act), are prevented from returning to the United Kingdom then the Customer shall be liable to pay the Supplier, at the Overseas daily rate published by the Supplier, for each employee, for each day that the Employee or Employees are prevented from returning to the United Kingdom. All such charges will be invoiced at 7 day intervals, with payment becoming due in accordance with clause 5 hereof.

11. Warranty and Liability

- 11.1 The Supplier warrants that Goods and Services are supplied by it with all reasonable care and skill.
- 11.1.1 Suppliers sole liability in respect of Goods or materials supplied shall be to give the Customer the benefit of any redress obtained by the Supplier from the manufacturer or supplier of the Goods or materials.
- 11.1.2 Clause 11.1.1 hereof shall not oblige the Supplier to seek redress against any manufacturer or supplier, provided always that in such circumstances the Supplier shall ensure that the benefit of any manufacturers' warranties is assigned in full to the Customer and may be enforced by the Customer.
- 11.2 Save as aforesaid all other terms, conditions, warranties, representations, and/or guarantees whether express or implied by statute common law or otherwise including (but without limitation) any relating to mode of or time for performance are excluded.
- 11.3 Any technical and/or advice information and data provided by the Supplier, whether verbally, in writing, or by way of tests or trials is given without warranty.
- 11.4 Neither party shall have any liability for claims for indirect losses (including loss of profit)

12 Force Majeure

- 12.1 The supplier shall not be liable in any way for any loss or damage arising directly or indirectly, through or in consequence of supply of the Services or Goods being prevented or delayed by happenings or occurrences due to or by reason of any matters or things beyond the control of the Supplier and in these circumstances the Supplier expressly reserves the right to cancel or suspend the whole or any part of the contract.

13 General Lien

- 13.1 The Supplier shall have a General Lien over any Goods or Chattels of the Customer in the Suppliers possession for any moneys whatsoever due from the Customer to the Supplier.

- 13.2 If any Lien is not satisfied within 14 days of such moneys becoming due, the Supplier may in its absolute discretion sell such Goods or Chattels as agents for the Customer and apply the proceeds towards the moneys due and the expenses of the sale, and shall upon accounting to the Customer for the balance (if any) remaining be discharged from all liability in respect of such Goods or Chattels.
- 13.3 All Goods or materials supplied by the Supplier remain the property of the Supplier until payment is received in full.

14 Assignment

- 14.1 Neither party shall assign or charge the benefit of a Contract without the express agreement in writing of the other party and neither party shall subcontract its obligations under a Contract without the express agreement in writing of the other party.

15 Default, Insolvency etc.

- 15.1 If the Customer shall make default or commit breach of these Terms and Conditions or any other obligation to the Supplier, or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a Limited Company and any resolution or petition to wind up the Customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver, administrative receiver, or administrator of the undertaking, property or assets or any part thereof the Customer (being a Limited Company) shall be appointed, then without prejudice to any other right or remedy available to the Supplier, the Supplier may without notice suspend or determine the Contract or any unfulfilled part thereof.
- 15.2 The granting by the Supplier to the Customer of time or any other indulgence, forbearance, or concession shall in no way prejudice or constitute a waiver of the Supplier's entitlement to enforce any of its rights under the Contract (except and to the extent that it shall constitute a variation of these Terms and Conditions which has been made in accordance with Clause 2.2 hereof).

16 Arbitration

- 16.1 If at any time, any dispute or claim arises between the Supplier and the Customer in connection with any Contract, either of the Parties may give to the other notice in writing of the existence of such dispute or difference and the same shall be referred to arbitration of a person to be mutually agreed upon, or failing agreement on such a person to an arbitrator to be appointed by the President for the time being of the Institute of Mechanical Engineers or the Institute of Electrical Engineers. Such submission shall be deemed to be a submission to Arbitration Acts, 1950 to 1979 or any statutory re-enactment or modification thereof, for the time being in force. Performance of the Contract shall be suspended during arbitration proceedings; no payment due or payable by the Customer to the Supplier shall be withheld on account of a pending reference to arbitration.

17 Insurance

- 17.1 The Supplier will effect and keep in force during all material times a Public Liability Insurance policy (except where detailed in Clause 9 hereof), as and when requested the Supplier will produce for inspection the relevant policy documents.
- 17.2 Professional Indemnity Insurance is expressly excluded from any Contract.

18 Proper Law

- 18.1 The validity, construction, and performance of the Contract shall be governed by the Law of England and the Parties hereby submit to the sole and exclusive jurisdiction of the courts of England and Wales for the resolution of all disputes not resolved by arbitration in accordance with Clause 15.1 herein, arising under the Contract.

19 General Liability

- 19.1 The Suppliers liability shall be as specified in these Terms and Conditions and shall be limited accordingly, and the Supplier shall not be liable under any circumstance for any direct or indirect loss; financial or economic or damage howsoever caused. The Supplier shall be relieved of all liability to the extent to which fulfilment of its obligations are prevented, frustrated or impeded by circumstances beyond the Suppliers control.

