



**RAM PUMPS**  
Meeting The Toughest Challenges

# Conditions of Sale (A075)

All and any business undertaken by Ram Pumps Limited (hereinafter called 'The Company') is transacted subject to the conditions hereinafter set out shall be deemed to be a condition of any agreement between the Company and its customers. In the event of a customer's order form containing special printed conditions, such conditions shall only be binding insofar as they do not conflict with these terms and conditions.

## Quotation

- a) Prices shown in quotation issued by the Company will be valid for a period of 60 days from the date shown herein.
- b) All technical conditions contained in any estimate or quotation shall be deemed to be incorporated verbatim in these conditions. Specifications given in any leaflet issued generally and not relating to a particular order do not form part of the contract or sale.
- c) The Company reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications on this quotation.

## Price

All prices shown in quotations issued by the Company are quoted ex works. All prices and quotations are subject to change with notice in writing and are based on the current cost of goods, materials, labour and transport including the cost of conforming with obligations imposed by State or Government order ruling at the date when all such prices were quoted or in the absence of as quotation when such prices were agreed. In the event of any increase in such costs after the date of quotation or agreement and before delivery of the goods or completion of the work we reserve the right to make a corresponding increase in price.

After acceptance, orders shall not be subject to cancellation unless prior written consent of the Company is obtained and cancellation charges are borne by the customer.

## Terms of Payment

Strictly Nett 30 days after month of delivery to approved credit account only. In other cases full payment on delivery excepting special terms agreed with the Company.

The customer shall not be entitled whether by reason of any claim against the Company or for any other reason whatsoever, under any circumstances to defer payment of any monies payable to the Company as and when such monies become due for payment.

## Retention of Title

- a) Until the Seller has been paid in full for the goods comprised in this or any other contract between them, the goods comprised in their contract remain the property of the Seller although the risk passes to the Buyer at the point of delivery named in the contract.
- b) If the Buyer fails to pay for the goods on the date or commits any act of bankruptcy, or if any resolution or petition to wind up the Buyer's business shall be passed (other than for the purpose of amalgamation or reconstruction), or if a Receiver of the Buyer's undertakings is appointed the Seller may recover possession of the goods at any time from the Buyer and for that purpose the Seller or his servants or agents may enter upon any land or building upon which the goods are situated.
- c) The Buyer has a right to dispose of the goods in the course of his business for the account of the Seller and to pass good title to the goods to his customer being a bona fide Purchaser for value without notice to the Seller's rights. In the event of such disposal the Buyer has the fiduciary duty to the Seller to account for the proceeds (which shall be kept separate and identifiable from the Buyer's own monies) but may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between them.

## Delivery

Any estimated date of delivery given in quotation is made at the date of quotation and is subject to revision at the time of acceptance of the order. The period, if any, quoted for delivery in an acceptance of order commences from the receipt by the Company of written instruction to proceed and of all necessary information to enable the Company to proceed to put the work in hand. The Company will use its best endeavor to carry out the contract within the time quoted or estimated, if any, or any extension thereof but, should they prove to be impracticable through strikes, lockouts, failure or

delay of suppliers to deliver or supply raw materials, or cause whatsoever beyond the Company's control, the Company shall not be liable for any loss or damage for non-delivery or any delay in the performance of the contract. In no extent shall the Company be liable by reason of non-delivery or delay in delivery for any consequential loss. Where no time is quoted the customer shall accept such time as the Company or its agent can arrange.

## Goods Lost or Damaged in Transit

No claim can be entertained unless notification in writing has been given by the consignee both to this Company and to the carrier's receiving station or depot within the prescribed limits, viz.

- a) Partial loss, damage or non-delivery of any separate of a consignment to be notified within three days of date of delivery of consignment or part. Passenger traffic claims must be advised within 24 hours.
- b) Non delivery of whole consignments to be notified within 14 days of date of despatch shown on the advice note. In case of goods damaged or lost in transit to destinations abroad, claims against the Company must be made within seven days from receipt of goods (or if lost within 30 days after they were due to arrive).

## Condition if Manufacture

Subject to express instructions in writing given by the customer and accepted by the Company, the Company reserves to itself complete freedom in respect of means of manufacture of the Company's products and in particular the right to sub-let the whole part of the contract in which case the Company shall not be liable for any damage, or the loss arising from any default or negligence or delay on the part of any sub-contractor or sub-contractors concerned. The liability of the Company in respect of goods not of its own manufacture shall be limited to any guarantee given by the manufacturer in respect thereof.

As improvements are constantly being made to the design the Company does not undertake that the goods will correspond exactly to the general specification or to any particular drawings and will not be responsible for any loss or damage whatsoever arising as a result of any such variation.

If the customer shall request the Company to make any variation in design of the goods or any features thereof and the Company shall accept such request, the additional cost of such variation shall be paid to the Company by the customer and the Company shall not be responsible for any loss or damage whatsoever arising as a result of such variation.

## Test and Inspection Procedure

Units are subject to the Company's normal test procedure and Standard Test Certificates can be supplied on request. Special Tests and Certificates to customers' specific request are subject to extra charge.

Outside inspection and Special test procedures must be made in advance allowing a minimum of 3 working days' notice. The Company reserves the right to make a charge for such special inspections.

## Guarantee

The company undertakes to replace free of charge any component of its own manufacture which in the opinion of the company is defective in material or workmanship under normal or proper use provided the same is returned at the customer's risk and expense to the Company's works within 12 months or 1000 running hours whichever is sooner. The Company does not accept any liability whatsoever for the consequential loss or damage which may in anyway arise out of defective material or workmanship or operational malfunction. This guarantee does not include equipment which is not of our manufacture, but customers are entitled to the benefit of any guarantee given to us. Sealing elements, packings, O rings and elastomers are not the subject of guarantee cover. If the buyer or the buyers' client decides that the equipment cannot be returned to the sellers' works for whatever reason, the buyer shall pay for the seller's technician to visit the site where the equipment is located, wherever this may be.

The guarantee is invalidated by:

- a) Misuse of the unit.
- b) Unauthorised alteration to the unit or the introduction of non-standard parts.
- c) Failure to comply with the working instructions supplied with each unit.

Ram Pumps Ltd.

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