



VERSION 1.0

Terms and Conditions of Sale

These terms and conditions of sale are applicable to new and used diesel generators, any new or used plant and any items associated with the installation process or works carried out or any products sold or supplied by Powertech Generators Ltd. In these terms and conditions, the 'Seller' means Powertech Generators Ltd, company Reg no. 07337322, Reg office Unit 26, Pier Approach Road, Gillingham, Kent, ME7 1RZ, United Kingdom.

The 'Buyer' means the person, company or any entity who buys or agrees to buy goods from the 'Seller'.

Any goods or equipment, installations or generators sold or completed before 1st March 2020 by Powertech Installations Ltd will be covered under this Powertech Generators Ltd Terms & Conditions, under the same terms and for the same allotted standard periods as set out in the previous Terms & Conditions. This updated document is not an extension to any pre-existing period which commenced, upon completion, prior to the date identified above.

Agreement of Sale:

Acceptance of any order of Buyer is conditional on Buyer's acceptance of the terms and conditions of sale contained herein, on any pages attached hereto, and in the Seller's quotation or in the Seller's acknowledgement of Buyer's order, if any. Any terms and conditions of Buyer's order which are inconsistent with these terms and conditions are rejected, will not be binding on Seller, or applicable to the sale and/or delivery of the products, parts or services referred to herein. These conditions shall apply to the exclusion of any other terms and conditions howsoever referenced by the buyer. This agreement shall not create or give rise to any third-party rights except the extent expressly stated herein. The application of any legislation, including but not limited to the Contracts (Rights of Third Parties) Act 1999, giving to or conferring on third parties contractual or other rights in connection with this Agreement shall be excluded. No waiver, alterations, or modification of the provisions hereof shall be binding on Seller unless agreed to in writing by a duly authorised representative of Seller. The waiver by either party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. The seller, in its sole discretion, may add or partially add its rights and/or delegate or partially delegate the performance of its duties with respect to this Agreement and/or any order placed by Buyer under this Agreement. In the event of such assignment and/or delegation to an affiliate of Seller, such affiliates terms and conditions of sale may apply where necessary to the extent they are inconsistent with, or in addition to, the terms and conditions of sale stated in this Agreement.

Prices and Payments:

Prices shall be Sellers listed price for the goods/products less any discount as notified in writing by Seller, plus Seller's charges for (not limited to) Freight, Insurance, banking charges, administration charges etc., all is in effect on the date of dispatch of the goods and any costs resulting from Buyer-caused delays. Seller will invoice prior to production/supply of goods for a minimum deposit of 30% of the total value. The Seller will issue a final balance invoice five (5) days before dispatch of goods; Buyer will pay the final balance on or no later than 5 days after Sellers invoice. Buyer shall pay to Seller, upon demand, a late payment charge equal to the Sellers current standard late payment charge (Prime interest rate + 4% annum plus expenses) or the highest charge allowed by law on any amount unpaid on the due date.

Taxes:

Seller's prices do not include any sales, use, excise or other taxes which Seller may be required to pay in connection with filling any of Buyers orders. Buyer shall pay the amount of any applicable present or future tax as an additional charge or, in lieu thereof, Buyer shall provide Seller with a tax exemption certificate as applicable and acceptable to taxing authorities. For those products sold EX-WORKS (EXW) on which value added tax has not been charged on the invoice, proof of export documents as required by the Seller must be provided to the Seller within such a time as Seller specifies. If such Proof of Export is not provided within this period, Seller will invoice Buyer an additional amount to cover Seller's value added tax liability.

Warranty: This section only relates to new generators or equipment supplied. Any used items are sold 'As Seen', although fully serviced and tested have no formal warranty neither written nor implied.



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Products sold by Seller are internationally warranted in effect on the date of delivery (warranty periods mentioned above). Buyer agrees that if the products are purchased for resale, Buyer shall make available to its customer at the time of resale a copy of such warranty and agrees to impose a similar obligation on customers purchasing such products for resale. The goods or products must be used in the manner represented to Seller in writing prior to Seller issuing an acknowledgement of order. If no representation is made, generator sets will be deemed to be used in a standby mode and configuration. Such warranty is expressly in lieu of any other warranties, expressed or implied, including any warranty of suitability or fitness for a particular purpose. Remedies under such warranty are limited to the provision of material and services, as specified therein. Seller is not responsible for indirect or consequential losses and damages.

Claims and Liability:

Sellers liability for any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connection with, or resulting from any order accepted by Seller, or from the manufacture, sale, delivery, resale, repair or use of any products covered by or finished under such an order shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall Seller be liable for special, indirect or consequential damages. Save that nothing in these conditions shall have the effect of excluding or limiting Sellers liability for death or personal injury resulting from Seller's negligence. Any claims against Seller for shortages by it in making Delivery shall be made in writing to Seller, fifteen (15) days after receipt of Delivery.

The fulfilment of any order or service accepted by Seller is subject to but not limited by, the following list: any event of force majeure, strikes, labour disputes lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller, whether similar to, or different from, the cause above enumerated, whether affecting Seller or Sellers suppliers, and any such causes shall absolve Seller from any liability to Buyer.

Changes:

Seller may at any time, without notice, make changes to the specification or design of products where such change is required to ensure that the products conform with any applicable safety or other statutory requirements or where such changes do not materially affect their quality or performance. Delivery of such modified products shall constitute proper performance of the contract by Seller.

Delivery:

Delivery dates are approximate. Delivery of products under an order accepted by Seller shall be subject to the approval by Seller of Buyers financial condition at time of Delivery. Whether or not credit terms are specified elsewhere, Seller may, at its options, condition Deliver under any order accepted by Seller upon receipt of satisfactory security or of cash before Delivery. If at Buyers request, Delivery of products on an order accepted by Seller is delayed beyond the date products are ready for Delivery, Seller may require immediate payment in full and/or assess additional charges for storage and other expenses incident to such delay.

Delays to Delivery and Cancellations:

In the absence of other written agreement between Buyer and Seller governing cancellation, an order accepted by Seller may be cancelled by Buyer only upon written notice to Seller and payment of Sellers cancellation charges. At Buyers request, Seller will furnish a statement of such charges prior to cancellation. Buyer shall not return or refuse Delivery of products without prior written approval and direction from seller, and Buyer shall pay for freight, storage, extra costs for handling and other expenses that may be incurred thereby, with 20% re-stocking and cancellation fee will be charged to the buyer. A customised product cannot be changed, modified or cancelled once the goods are on the production line.

Governing Law:

These terms and conditions of sale shall be governed and construed under the laws of the United Kingdom. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or equality.



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Right to Terminate:

Seller shall be entitled to cancel forthwith on written notice to and without any liability to Seller any order for products presented to or accepted by Seller, if Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation or receiver is appointed over any property or assists of the Buyer or the Buyer ceases or threatens to cease carrying on business or is unable in the Sellers reasonable opinion to meet its debts as they fall due.

COMPLETE SET WARRANTY PERIOD

Powertech Generators Ltd generators are warranted for 12 Month's or 1000hrs from date of installation or 18 months or 1000hrs from dispatch (whichever comes soonest), exclusive of the Engine, Alternator and consumable parts (Please refer to warranty exclusions for list of consumable parts).

IMPORTANT INFORMATION – WARRANTIES

Direct/End User Customers ('End User'):

This warranty information is in relation to the manufacturer supplying the diesel generator direct to the end user, in the UK only. In event of a product failing please contact Powertech Generators Ltd. The manufacturer will issue a 'Warranty Report Form' to be completed. Please note all sections in the 'Warranty Report Form' need to be completed. If a manufacturing fault has been established (and the 'End User' has abided by the terms and conditions outlined in this page and in the operation manual) and this cannot be solved at site by the 'End User', the manufacturer will book a site visit with one of their nearest repair agents.

Please always ensure you always have a copy of the original invoice, completed 'Warranty Report Form' and photographs of any defect parts, to accompanying your product at its location.

Please note if the fault is established to be non-warranty or the machine is found to be out of warranty charges will apply.

*On Site Repairs: £50.00 per hour (ex vat), charges start from the manufacturers appointed engineer leaving home and arriving home. Mileage charged at 0.80p per mile.

**Parts charged separately.

All repairs are carried out within a reasonable period of time; however, it is of the expectation that the 'End User' will provide flexible call out times.

Dealer/ Reseller/ Supplier ('Dealer'):

This warranty information is in relation to the manufacturer supplying the diesel generator, via Powertech Generators Ltd to a dealer, reseller or supplier of branded generators, for goods supplied in the UK. In event of a product failing please contact Powertech Generators Ltd. The manufacturer will issue a 'Warranty Report Form' to be completed. Please note all sections in the 'Warranty Report Form' need to be completed. If a manufacturing fault has been established (and the 'End User' has abided by the terms and conditions outlined in this page & in the operation manual), Powertech Generators Ltd will provide the 'Dealer' with a replacement part and it is the 'Dealers' responsibility to repair the generator. If we request a faulty part to be returned to us, once we receive the faulty part our engineers will test the part, if the part is found to be faulty due to a manufacturing defect, we will refund the cost of postage. If the fault cannot be rectified on site by the 'Dealer', the manufacturer will book a site visit with one of our nearest repair agents.

Please ensure there is copy of the original invoice, completed 'Warranty Report Form' and photographs of any defect parts, to accompanying your product at its location.

Please note if the fault is established to be non-warranty or the machine is found to be out of warranty charges will apply.

*On Site Repairs: £50.00 per hour (ex vat), charges start from the manufacturers appointed engineer leaving home and arriving home. Mileage charged at 0.80p per mile.

**Parts charged separately.

All repairs are carried out within a reasonable period of time; however, it is of the expectation that the 'End User' will provide flexible call out times

Reimbursements:

Providing the terms and conditions in this document have not been breached, the manufacturer will reimburse the 'Dealer' any labour costs, providing the manufacturer agree that the fault is a manufacturing fault. It is the 'Dealers' responsibility to agree labour rates with Powertech Generators Ltd, prior to visiting site. If labour rates have not been agreed, then the default reimbursement amount will be £12.50 per hour, excluding fuel and VAT.

Agreeing labour rates - This agreement must be in writing and signed by a Powertech Generators company director.

OEM Reseller/Dealer/Supplier ('OEM'):

This warranty information is in relation to an 'OEM' customer, supplying Powertech Generators supplied goods to their customers based in the UK and or customers who re-export.

The manufacturer supply after sales or warranty support to OEM customers, however the support is limited to a parts supply service only, as outlined below-

Parts Supply Service-

In event of a product failing please contact Powertech Generators Ltd. The manufacturer will issue a 'Warranty Report Form' to be completed. Please note all sections in the 'Warranty Report Form' need to be completed.

If a component is deemed as faulty, the OEM customer must return the part to the manufacturer, then the manufacturer will issue an invoice for the replacement part, at cost price, including postage, the invoice must be paid in full before the manufacturer dispatch the part to the designated address.

The manufacturer does not cover the cost of repairs, parts, call-out, labour, postage costs, or any other costs in relation to repairing the faulty goods.

International Customers ('International'):

This warranty information is in relation to Powertech Generators Ltd supplying the diesel generator to an International client, based outside of the UK. In the event of a product failing please contact Powertech Generators Ltd. The manufacturer will issue a 'Warranty Report Form' to be completed. Please note all sections in the 'Warranty Report Form' need to be completed.

The manufacturer supply after sales or warranty support to international customers, however the support is limited to a parts supply service only, as outlined below-

If a component is deemed as faulty, the customer must return the part to the manufacturer, the manufacturer will then test the faulty part. If the part has been confirmed faulty, the manufacturer then free issue the replacement part, including postage and post to the designated address.

The manufacturer does not cover the cost of repairs, call-out, labour, or any other costs in relation to repairing the faulty goods.

ON-SITE MAINTENANCE AND COMMISSIONING

Prior to the pre-arranged date and time of maintenance/commissioning, it is the responsibility of the customer to ensure the RAMS provided by Powertech Generators Ltd has been adhered to and that the site and generator set is prepared and ready for the scheduled service/commissioning.

In the event that the requirements of the site have not been met or are deemed by the engineer to be unsuitable, the engineer may, at their discretion and when reasonably possible to allow, give one hour for corrections to be made, if this is warranted and achieved, the scheduled work will continue. If the site is not made suitable, the scheduled work will be aborted and the fees paid for the visit will be charged in full. In the event that this has been pre-paid, no refunds will be granted.

WARRANTY EXCLUSIONS

- Any product which has not been operated or serviced strictly in accordance with the operation manual.
- Any product which has not been operated or serviced strictly in accordance with the OEM operation manual.
- Any product which has been damaged in transit.
- Any parts affected, damaged, or depreciated by misuse, abuse, improper maintenance, neglect, use of unsuitable attachments or non genuine parts, ordinary wear & tear, rust or corrosion, inadequate transportation, accident, or serviced by an unauthorised facility.
- Consumable parts, such as filters, belts, recoil & spring, packing, fuses, brushes, batteries, lubricant, protective zinc coat, thermostat, spark plug, AVR's (Automatic Voltage Regulators), capacitors and circuit breakers are also not covered under this warranty.

TRANSFER OF OWNERSHIP

- (a) The risk of loss of or damage to the products shall pass to the buyer at the time of delivery or collection if or collection if the buyer arranges transport or collects in person
- (b) The property in the products shall not pass to the buyer until all sums due or owing by the customer on any account have been paid and until payment the following provisions shall apply.
- (c) Except where full payment is made in cash the whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the buyer has been met on presentation or otherwise honoured in accordance with its terms.
- (d) If the buyer defaults in the punctual payment of any sum owing then Powertech Generators Ltd shall be entitled to the immediate return of all our products sold to the customer in which the property has not passed to the customer and the customer hereby irrevocably authorises us as supplier and or our agents and employees to recover the products and to enter the premises of the buyer for that purpose. Demand for or recovery of the products shall not of itself discharge either the buyer's liability to pay the whole of the price and take delivery of the products or our right to sue for the whole of the price.
- (e) Furthermore, where the buyer in turn sells the product on to his customer then he is required to so notify his third party buyer of the terms of this document and to inform the said third party buyer that title to the goods in question cannot pass to him until such time as we are paid as stated above and that in consequence of this the terms of this document apply to him and his buyer in like manner.

CANCELLATION FEES

Once we have received your order, we will commence the order or build cycle. If in due course the order is cancelled a cancellation fee will be charged. The cancellation fees are based on the following scale of charges.

- 8 weeks or greater from order acknowledgement date 100%
- 6-8 weeks from order acknowledgement date 80%
- 4-6 weeks from order acknowledgement date 60%
- 2-4 weeks from order acknowledgement date 40%
- 0-2 weeks from order acknowledgement date 20%

From the date of order acknowledgement for a stock generator or equipment, should then in due course your order be cancelled a fee of 20% may be charged.

STORAGE CHARGES

- (a) On completion of our Works Test and prior to despatch the generator will be invoiced in full.
- (b) In the event of a delay in delivery or collection following 15 days from the invoice date, storage charges will be invoiced at the rate prevailing at that time.

LIMITATON OF LIABILITY

- (a) This agreement shall not operate to limit or exclude our liability to you for:
 - (i) death or personal injury caused by our negligence;
 - (ii) fraudulent concealment;
 - (iii) any liability which, by law, cannot be limited or excluded.

Any invalidity or unenforceability of any provision in this agreement shall not affect or impair the continuation in force of the remainder or any other part of this agreement.

- (b) If we become liable to you under the above warranties or in any other circumstance (including our negligence or breach of duty) then our liability to you shall be limited (on the basis that you agree with us this is a reasonable condition of the contract) to; What we have charged you for the goods or services or £500.00 whichever is less, if we do not supply you with a suitable replacement or carry out the works needed to rectify any defect.
- (c) Any claim on us must be notified to us in writing within 3 months of the date you become aware of the facts which give rise to the claim, and this written notification should contain a brief explanation of those facts.

End of terms and conditions