



General Terms and Conditions of Sale 2025

In these conditions “The Company” shall mean **CSL Power Systems Limited**. “The Goods” shall include services. “The Customer” shall mean any client, corporation or individual, contracting or seeking to contract with the company.

These terms and conditions shall take precedence over any terms and conditions which appear in buyer’s order or in any documents incorporated by reference in buyer’s order.

1. QUOTATIONS

1.1. Quotations are given by the company on the understanding that they do not constitute any binding agreement by the company to supply the goods and/or services specified therein. All items are quoted subject to availability at time of ordering. Whilst every endeavour is made by the company to ensure that such details as may be given on any quotation are accurate, it cannot be held liable in contract tort or otherwise for any errors occurring. There shall be no binding agreement between the company and customer until an order has been received from the customer and accepted in writing by the company.

1.2. All drawings, photographs or other illustrations or advertising matter submitted with any quotation shall be taken as generally representing the goods specified therein, but they shall not be taken as necessarily representing in every detail the goods forming the subject of the quotation and neither shall they form part of the contract.

1.3. Any figures given for the performance are based upon the company’s experience and such as it would expect to obtain on test, but not guaranteed.

1.4. Delivery times quoted are estimated only, and whilst every endeavour is made to quote accurate delivery dates, the company cannot be held responsible for any failure to meet your quoted times.

1.5. Quotes will remain live for 30 days.

2. ACCEPTANCE OF ORDERS

2.1. All orders are accepted on the understanding that the company’s standard conditions of sale apply. No employee or manager of the company is authorized to accept any order on any other terms or conditions, so made shall not be deemed to be binding on the company or on any of its employee’s or directors.

2.2. Whilst every endeavour will be made to keep to prices quoted, all orders are accepted on conditions that any manufacturer’s price increase shall be implemented as and when they are imposed upon the company. In such cases the company will, wherever possible, give adequate notice to the customer. Any increased price shall be taken as meaning the contact price, and any goods delivered at the increased price shall be taken and paid for at that price.

2.3. While the company undertakes to do its best to execute every order within the promised time or date or delivery named by the company is an estimate only, and the company shall not be liable for the consequences of any delays, neither does it accept any responsibility for any direct losses which may arise if the completion of the order is hindered.

2.4. All order cancellations are reviewed on an individual basis, standard charges for cancellation are listed below:

2.4.1. If the unit is 50% or more completed there will a 100% cancellation charge.

2.4.2. If the parts are on hand or on order but the unit is not started there will be a 50% cancellation charge or at least cost of the purchased parts, whichever is greater plus a £150 handling fee.

2.5. Contracts are made only subject to the customers or client's credit being approved. The company reserve the right, at all times, to revoke any contract should the customer fail to observe its terms of payment.

3. PAYMENT AND FAILURE TO PAY

3.1. Unless otherwise stated, the company's terms of payment are that all accounts should be settled in advance of receiving the goods. Accounts are payable in full and no deductions are to be made.

3.2. If credit terms are granted by the company, the company shall be entitled to terminate any outstanding order or quotation, withhold or suspend supplies or reduce credit terms if the customer defaults.

3.3. If the customer wrongfully fails to make payment within the time stipulated then we reserve the right to impose interest charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the customer will indemnify the company in respect of all costs, including the costs of instructing a solicitor.

3.4. A transaction fee of £150 may also be charged in addition to the late payment fee.

4. TRANSFER OF TITLE AND RISK

4.1. When the title of the goods passes to the customer:

4.1.1. Title to product shall pass to buyer from seller upon dispatching and loading on carriage at the company's facility.

4.1.2. Facility specific being example such as Allcool London UK Workshop.

4.2. When the risk passes to the customer:

4.2.1. Buyer assumes all risks and costs after goods have been delivered onto carrier at the specific named place (i.e. CSL Power Systems Limited).

4.3. Who is responsible for arranging and paying the transport / insurance / changes to location of delivery:

4.3.1. If transport is arranged on the customers' behalf by the company, risk and ownership of property passes to the customer on loading on carriage and dispatching from the company's specific named place irrespective of who has arranged the transport.

4.3.2. All costs of arranging transport on behalf of the customer (including and not limited to costs of external transport company, costs of additional paperwork required, internal labour time to perform function etc) will be recharged onto the customer. At time of quote full costs may not be known, but customer places order knowing they will accept final costs when they are received.

4.3.3. If terms of transport (such as final destination etc) alter once paperwork or costs have been incurred in arranging transport, customer shall be liable for all additional costs incurred in amending such terms.

5. STORAGE COSTS

5.1. The company reserves the right to charge storage costs of £100 per day for each item of finished goods remaining in the company's storage facilities for more than 7 days after the customer has been notified that they are ready for collection.

6. EXCLUSIONS

6.1. The company assume no responsibility for damage or wear caused to equipment as a result of its misuse by the customer or incorrect storage of units.

6.2. The company accepts no responsibility for damage to equipment due to coolant loss. Engines should be protected by high temperature and low water level cut off systems.

6.3. Should the customer without prior agreement replace or repair any part or parts of the equipment within the aforementioned period of guarantee on his own behalf we accept no responsibility whatsoever in respect of any costs or expenses incurred by the customer or any party or in respect of damage to any part of the equipment arising as a result of the replacement carried out.

6.4. The company's liability in tort and in respect of direct and consequential damages howsoever arising and whatever nature shall in respect of any defect or failure whatsoever in any goods supplied to us be wholly limited to the foregoing items. Any express or implied conditions, statement or warranty statutory or otherwise (whether as to condition fitness for purpose merchantability or otherwise of the goods not stated herein) is hereby expressly excluded.

7. WARRANTIES

7.1. The company guarantee that the equipment specified and supplied by us shall be capable of meeting the performance specifications laid down in the quotation based on known test results and subject to the above company shall not be liable for any failure to achieve any other figures specified or statements made in respect of the performance of the equipment.

7.2. The company will replace or repair at its discretion and without charge any part or parts (of our manufacture) found to be defective through faulty materials or workmanship within twelve (12) months of despatch.

7.3. Should it be found necessary with our agreement in writing to effect such repair or replacement using labour and materials other than our own then our responsibility shall be limited to the cost and expenses involved had the work been carried out at our works. In the case of any part or parts not of our manufacture, the customer shall be entitled only to such benefits as we may receive under any guarantee given to us in respect thereof. Provided that: -

7.3.1. The defective goods are returned to our works freight prepaid.

7.3.2. The defect or defects shall not have been caused as a result of its misuse by the customer, particularly we assume no responsibility for excessive fouling of the equipment by silt, scale or any other foreign substance, or for deterioration due to corrosion, erosion, vibration, over-pressurisation, flow included tube variation or any other cause regardless of when such deterioration occurs after the unit leaves our works.

7.4. Should the customer require us to investigate a defect or breakdown this will only be undertaken upon receipt of a specific written order and unless the defect or breakdown is provided to be valid under terms of this clause the customer shall be charged in full labour, material costs, on and off-site investigating, making good such defect or breakdown and incidental costs such as travel expenses.

7.5. The above warranties shall not apply to any expendable components.

8. ABORTED / CANCELLED JOBS

8.1. Should the customer or client decide to abort / cancel goods and / or services, the customer or client is to pay back up to 100% of the total cost to cover labour and materials.

8.2 For works scheduled. If the customer or client cancel 48 – 24 hours before the work should commence, an invoice for 50% of the labour element of the works will be incurred and any restocking costs + 28%. If the customer or client cancel less than 24 hours prior to the work commencing, then the customer or client will be invoiced for 100% of the labour value of the works + any restocking charges incurred + 28%. CSL Power Systems Limited manufactured or supplied goods will be invoiced as per sections 2.4.1 & 2.4.2 respectively.

8.3 All order cancellations are reviewed on an individual basis, subject to negotiation and at the company's discretion.

9. INSTALLATIONS CARRIED OUT BY THE COMPANY

9.1 It is assumed that all work will be carried out during normal working hours without stoppages. Should our engineers be prevented from working or required to work at weekends, this will incur additional costs. Our costs are prepared on the basis that work is continuous from start to finish of the job unless it is otherwise specified and agreed that the work be carried out in stages. Any return visits required due to other services not being ready, e.g. electrical installation or builders work, will be chargeable.

9.2 Building work, diamond drilling, making good and access equipment, are excluded unless otherwise stated, will be the responsibility of others.

9.3 Planning or landlords' permissions required to site equipment are outside of our scope of responsibility and it is assumed that on placing an order these matters have been addressed where necessary. If you require us to assist with planning, we are happy to do this on a chargeable basis.

9.4 If this contract should become part of a larger contract it should be noted that no allowance has been made in our quotation price for main contractor discount or retention. Where commissioning is part of the quotation this will be invoiced separately. Awaiting commissioning does not provide any basis for withholding payment other than the amount allocated for commissioning.

9.5 Parking & congestion charges will be charged at cost as an additional item. If free parking is provided, then no parking charges will be levied. If you are able to suggest any free or low-cost parking that may be suitable, please advise the office by email or telephone prior to the commencement of the installation.

9.8 Upon placing an order, if credit is required, please request and complete a credit application form. Please note that it takes approximately seven days to open an account, credit is provided entirely subject to status, in the absence of a satisfactory credit application all sales will be made on a Pro Forma basis.

10. GENERAL

10.1. Contracts are made on the distinct understanding that the provisions of the company's "General Conditions of Sale" should apply to all orders given to and accepted by it. Any variation of these conditions in any document of the customer is not applicable.

10.2. Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties or in any default of agreement by the president of the law society for the time being and his or her decision shall be binding on both parties and this shall be a submission of arbitration within the Arbitration Act 1996 or any statutory modification thereof for the time being in force.

10.3. These conditions of sale and any contract entered into, shall be subject to and construed in accordance with English law.