

## IGM Terms and Conditions of Trading

1. **Introduction**

All business undertaken by the Company is transacted subject to these conditions each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its Customers. No agent or employee of the Company has the Company's authority to alter or vary these conditions.
  2. **Customer's Authority**

Customers entering into transactions with the Company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves, but also as agents for and on behalf of all other persons who are, or may become, interested in the Company's goods or products.
  3. **Withdrawal or Alteration of Quotations**

The Company may withdraw or alter quotations in whole or in part at any time until the Customer's orders have been despatched and, if the Company requires guarantees, in any event, until the Company has notified the Customer in writing that the Guarantor has been accepted by the Company.
  4. **Company's Agents and Suppliers**
    - 4.1 Any orders instructions and requests given to the Company may in the Company's absolute discretion be complied with in whole or in part by the Company itself, by its own employees or agents or by the Company employing others for whatever purpose and on such conditions as such may stipulate including the transportation to the Customer of the goods or products. The Customer agrees that any such conditions shall be binding upon him and his employees and agents as if he had given direct instructions to or placed the order with any such person as the Company may employ in transactions undertaken by the Company on behalf of its Customer.
    - 4.2 If the Customer attempts to make any direct contact with the Company's Agents and Suppliers, without the prior written consent from the Company, this will be deemed as a breach of these Terms and Conditions. If the result of any contact by the Customer to the Company's Agents and Suppliers, results in a loss of Profit for the Company, the Company will consider the Customer to be in Default.
  5. **Availability of Materials Licences and of Goods specifically ordered**
    - 5.1 Any delay in the availability of goods ordered by the Customer, resulting in a delayed collection/delivery, will not constitute grounds for cancellation by the Customer without penalty.

All contracts arising out of orders accepted by the Company will be subject to availability of materials and to the Company being able to obtain any necessary authorisation or licences and the same remaining valid. Similarly all goods or products specifically ordered by the Customer will be subject to availability and the Company shall not be liable to the Customer should such goods or products become unavailable after an order has been accepted.
  6. **Price Variation**
    - 6.1 In the event of any increase in the current or ruling price of the goods or charges for installation between the date of the contract and the date of delivery or installation whether by reason of any change in cost of materials, labour or transport or the effects of strikes, lock outs, difficulties with workmen or delays, changes in insurance rates, customs duties, import or export licences or acts of governments or for any reason whatsoever the price of the goods and/or the cost of installation stated in the contract shall be increased by the amount of such increase or ruling prices and changes and shall be payable by the Customer to the Company before delivery or if agreed by the Company within one month of the notification in writing by the Company to the Customer of such increase.
    - 6.2 In the event of any alteration in the official rate of exchange between the £ sterling and any other currencies between the date of contract and the date due for payment in full for the goods by the Customer and whether or not the Customer shall have paid the whole or any part of the price stated in the contract the Customer will pay to the Company that sum which is the amount of any increase in cost to it of the purchase of its goods from its suppliers as a result of such alteration of rate of exchange. The said sum shall be payable by the Customer to the Company within seven days of the Company giving notice in writing thereof to the Customer.
    - 6.3 Unless otherwise stated in writing the price agreed shall not include the cost of cranes or installation to basement or floors above ground level.
  7. **Descriptions and Illustrations**
    - 7.1 Any descriptions, illustrations weights or dimensions submitted by the Company are approximate and intended only as a general guide. They must not be taken as binding in detail and the Company will not be liable for any error or omission. It is the Customers responsibility to confirm year of manufacturer, particularly when (but not limited to) there is no year of manufacturer stamped on the equipment, or within any relevant paperwork belonging to the equipment.
    - 7.2 The Company reserves the right to vary the details in any description, illustration or catalogue or in any quotation provided by it without notice and further gives no warranties implied or otherwise that any goods or products are available for immediate transmission or delivery to a Customer.
    - 7.3 Any drawing photograph material or any description catalogue literature leaflets quotations and all or any documents produced for the purpose of any works or any description to be performed by the Company shall remain the exclusive property of the Company and will be returned on demand and must not be copied or otherwise reproduced without first obtaining the consent of the Company.
  8. **Warranties and Guarantees and Exclusion of Liability**
    - 8.1 All goods of other manufacturers sold by the Company including such goods sold under the Company's own name are sold subject to the manufacturers or suppliers guarantee (if any) insofar as the Company is able to pass on the benefit to the Customer.
    - 8.2 The Customer is relying on his own skill and judgment in relation to the goods supplied and the Company accepts no liability whatsoever for any knowledge it or its employees or agents may possess as to the purpose for which the goods are supplied.

It is the Customers responsibility to ensure suitability of the equipment, including inspecting the equipment prior to order. Not conducting an inspection does not eliminate the Customers responsibility.

By exchanging contracts the customer declares he is happy with the suitability and condition as described.
    - 8.3 The Company warrants that the goods sold by it are of good materials and workmanship. The Company's liability under this warranty is limited to repair or replacement at the option of the Company or parts discovered by the Customer to be defective in materials or workmanship within six months of the Customer taking delivery of the goods and in any event the Company shall be under no liability under this warranty or otherwise.
      - (1) if the goods have not been operated or maintained reasonably or properly, or
      - (2) if the Customer by himself or his servants or agents has executed or attempted to execute my repairs or alterations to the goods or their installation, or
      - (3) if the Customer fails within five days of the discovery of such defect to notify the Company of the discovery of such defect
      - (4) if the Company is unable to comply having ceased to trade with its suppliersThis warranty shall not extend to, and the Company shall be under no liability in respect of, any defects to belts, bulbs, electronic components, or other consumable parts or if the goods sold are second hand or reconditioned
    - 8.4 Except as mentioned in sub clauses 8.1 and 8.3 above and except in the case of a consumer sale the Company shall not be liable for any defect in, failure of, or unsuitability for any purpose of the goods supplied whether due to any act, omission, negligence or wilful default of the Company or its employees or agents, or to faulty design, workmanship or materials or to any other cause whatsoever and the Customer waives, all express or implied conditions warranties or other terms inconsistent with provision of this condition. In the case of a consumer sale none of the statutory rights of the Customer are excluded by this condition.
    - 8.5 If it should be held in relation to any particular contract to which these conditions apply that sub paragraph 8.4 above is not effective then the Customer shall not be entitled to reject the goods and any damages recoverable by the Customer in respect of any breach by the Company shall be limited to the reasonable cost of remedying the defect or other matter constituting the breach and the Company shall not under any circumstances be liable for any loss injury or damage suffered by reason of such breach.
    - 8.6 All statements, recommendations and advice given by the Company its employees or agents to the Customer its employees or agents before or after the contract relating to the goods are given without any liability to the Company. The Company and the Customer confirm that neither party has made any representation before entering into the contract inducing the other to enter into it.
    - 8.7 Deviations in quantity of goods delivered from those stated in the contract shall not give the Customer the right to reject the goods. The Customer shall have no right to claim damages for breach of contract but will only be obliged to pay at the contract rate for the quantity of goods delivered.
    - 8.8 Where the Company includes delivery and installation service as part of any contract, and additional parts and consumables are found to be required during the installation, over and above what is described, or that the equipment needs modifying in any way for any purpose, then the Customer will bear responsibility for the costs incurred, including additional time and expenses where required.
    - 8.9 The Company's liability shall be limited as above and in no event shall such liability include damages of consequential loss of any nature.
  9. **Payment**
    - 9.1 Unless otherwise stipulated by the Company all quotes for engineering services and the supply of spare parts must be paid strictly within one month following the date of the invoice. All transactions for equipment will be via an initial deposit of 25% plus the full amount of VAT unless otherwise agreed in writing by the Company. The balance shall be paid in full prior to delivery. All finance documents if applicable must be signed before installation and all deposits paid in full
    - 9.2 The Company shall be entitled at its discretion to make a credit surcharge based on the current Barclays Bank plc minimum lending rate plus 3% at the date of invoice on all accounts not paid by the due date.
    - 9.2.2 To charge interest at the rate of 3% above Barclays Bank plc minimum lending rate for the time being should any account be overdue such account to include any amount disbursed by the Company on behalf of the Customer
  - 9.2.3 To recover from the Customer all legal and other costs and expenses incurred by the Company recovering monies due on such overdue accounts.
  - 9.2.4 If a Customer's account is not settled within normal credit terms of 30 days, or if bad payment history is evident, the Company shall suspend his/her credit account and only supply goods on a pro forma invoice basis.
  - 9.2.5 All previous invoices to the Customer, must be settled prior to shipping of any secondary orders that have been subsequently placed by the Customer for other equipment. Payments received by the Company from the Customer will be credited to their account in date order, including any outstanding interest, surcharges and penalties.
  - 9.2.6 Where a Customer has paid a deposit for goods and is unable to raise the balance or finance (as per the agreed payment terms, and within a specified time by the Company), then the deposit, as a minimum, shall be forfeit to cover administrative and selling expenses. The responsibility to raise the balance of finance is the Customer's.
  - 9.2.7 Where a Customer has agreed to make any balancing payment by Letter of Credit, this Letter of Credit must be opened with terms that are acceptable to the Company. Should they not be acceptable, the customer is responsible for arranging settlement by any alternative method, that is acceptable to the Company. All Letter of Credit Costs (including Bank and/or Trade Finance fees) are at the cost of the Customer, and must be paid before delivery
  - 9.2.8 The Customer, having received a proforma/invoice from the Company, and having paid a deposit in full against this invoice, but is using a third party including (but not limited to) Finance Companies to settle any remaining balance, accepts that there is a contract between Company and Customer, not the Company and the third party, and that the third party is merely providing funding for the purchase of the equipment by the Customer, regardless of the structure of any subsequent invoicing required by the third party.
  - 9.2.9 Where a Customer is funding the purchase of Equipment by a Letter of Credit, the Letter of Credit must be opened prior to the Company settling any outstanding balance it has with its suppliers, failure to open the Letter of Credit within the specified time may result in the supplier cancelling the contract with the Company, which will be taken as termination by the Customer under clause 9.2.6 and/or 9.2.7
  - 9.2.10 Where a Customer has paid a deposit, or has paid in full for equipment, and is unable to accept delivery within two weeks of said payment, then the Company reserves the right to charge storage fees. Additional fees as described in 9.2.1/9.2.2/9.2.3 will also apply.
- 9.3 The Customer, having paid a deposit, or paid in full, to any of the Company's invoices, or prior to making a deposit has signed any of the Company's Invoices or Contracts, by doing so is in full agreement and acceptance of the Company Terms & Conditions of Trading.
10. **Passing of Property In Goods**
  - 10.1 All goods are supplied to Customers on the following terms and no person in the employment or acting otherwise as agent of the Company or purporting so to do, has authority to accept orders, supply goods on any conditions or to vary these terms in any way whatsoever. Previous dealings between the Company and any Customer shall not vary or replace these terms or be deemed in any circumstances whatsoever so to do. Acceptance of goods from the Company shall be conclusive evidence before any Court or arbitrator that these terms apply.
  - 10.2 The Customer acknowledges that before entering into an agreement for the purchase of any goods from the Company he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding up of the company or exercise any other rights over or against the company's assets.
  - 10.3 Goods the subject of any agreement by the Company to sell shall be at the risk of the Customer as soon as they are delivered by the Company to his vehicles or his premises or otherwise to his order.
  - 10.4 Such goods shall remain the sole and absolute property of the Company as legal and equitable owner until such a time as the Customer shall have paid to the Company the agreed price together with the full price of any goods the subject of any other contract with the Company.
  - 10.5 The Customer acknowledges that he is in possession of goods solely as bailee for the Company until such time as the full price therefore is paid to the Company together with the full price of any other goods the subject of any other contract with the Company.
  - 10.6 Until such time as the Customer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
  - 10.7 The Customer's rights to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
  - 10.8 If the Company purchases a specific machine for a specific Customer, and exchanges contracts with it's supplier, it will be deemed that the Company has purchased that Equipment and has legal title to sell the Equipment to the Customer regardless of the terms of the contact between the Company and its supplier.
11. **Lien**

All goods and products whether manufactured by the Company or not and any documents relating to such goods and products shall be subject to a particular and general lien and right of retention for monies due either in respect of such goods or products for any particular or general balance or other monies due from the Customer to the Company. If any monies to the Company are not paid within 1 calendar month after notice has been given to the Customer that such goods are being retained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer and the proceeds applied in or towards satisfaction of such indebtedness.
12. **Customer Claims or Counterclaims**

A claim or counterclaim by the Customer against the Company in respect of one particular transaction shall not be made the reason for deferring payment or withholding payment of monies payable or liabilities incurred to the Company in respect of any other transaction. Additionally, the Company does not and cannot accept any claim for any type of consequential loss or damage as a result of the Company not fulfilling the contract, or as a result of technical problems or delays with manufacture or engineering services both in the UK and abroad.
13. **Termination or Suspension of the Contract**
  - 13.1 Destruction or Damage

If the goods are destroyed or damaged at any time before despatch the Company will be at liberty to terminate the Contract without incurring any liability for loss or damage resulting from such cancellation.
  - 13.2 In the event of either
    - 13.2.1 the Company being delayed in or prevented from making delivery due to any cause whatsoever beyond the Company's control as described in clause 7.1 above or
    - 13.2.2 non delivery by the Company's suppliers or damage to or destruction of the whole or part of the goods the Company shall be at liberty to cancel or suspend the contract without incurring any liability for any resultant loss or damage.
  - 13.3 Default of Customer

If the Customer shall commit any breach of the terms of any contract with the Company, its employees or any agent or nominee of the Company then the Company shall immediately have the right to terminate without notice any agreements arrangements orders or obligations of any description and invoice the Customer for any work performed and expense incurred including any loss of profit and the Customer shall pay any such invoice so rendered in accordance with the applicable clauses thereof. Alternatively, if any contract, or any terms of invoice, are not honoured or completed by way of cancellation (for any reason) by the customer, including (but not limited to) not completing the balance of payments (including finance, as per the agreed payment terms, and within a specified time, by the Company) or by stopped or dishonoured cheques, the Company has the right to enforce a cancellation charge of 25% of the original purchase price of the goods which will be deducted from deposits paid or alternatively which must be paid by the customer within 7 days of cancellation by the customer, or following formal notification by the Company to the customer, in writing, within five days, that it intends to enforce its right under clause 13.3 of the Company's standard terms and Conditions of Trade.

While any such penalties remain outstanding and unpaid, no further equipment can be shipped. Payments made to a second order will be credited to the Customers account to settle outstanding debts from previous contract/invoices.
14. **Conditions of Goods**

Goods supplied by the Company are believed to be suitable for any purpose stated by the manufacturer but the Company cannot accept any responsibility for defects in manufacture, mixing with other products or substances, climatic storage or other conditions which might affect them. The Company's liability shall be strictly limited to such benefits as may be available to the Customer under any guarantee given by the manufacturer to the Company. No responsibility whatsoever will be accepted by the Company for damage, injury or loss howsoever caused resulting from the use, storage, handling or application of the goods supplied by the Company, whether or not they were used, stored or handled in accordance with the manufacturer's directions.
15. **Returns**
  - 15.1 Goods cannot be taken back without the Company's previous consent in writing and should in all cases be accompanied or preceded by advice notes. The Company reserves the right to make a handling charge where goods are taken back despite the Company not being at fault. The Company shall make a handling charge of 15% on all goods returned. Whenever a credit is required the 15% shall cover administrative expenses.
  - 15.2 Where a Customer has paid a deposit for Equipment, and has had the contract terminated by mutual consent, then the deposit will be refunded not before 60 days from date of written termination. The deposit will be refunded in full, less any costs incurred by the Seller as a result of the contract negotiations, inspections and test, unless mutually agreed otherwise.
16. **Interpretation**

Any contract between the Company shall in all respects be construed and operate as an English contract in conformity with English Law.
17. **Extent of Conditions**

These terms and conditions supersede and exclude all general or special terms or conditions imposed or sought to be imposed by the Customer at any time in relation to all contracts/invoicing.