

Terms and Conditions

1. Contracts & Quotations

Powerland Generators shall hereinafter be referred to as “the Company” and these Conditions of Business of the Company shall be applied to the exclusion of any terms referred to by the Customer.

2. Prices & Payment

2.1 Prices quoted by the Company are exclusive of VAT and other taxes and duties unless otherwise stated.

2.2 Prices are ex works unless otherwise stated and may be varied in the event of any changes as a result of customer instruction to alter design specification or quantity or suspension of work.

2.3 All amounts due to the Company shall be payable in Pounds Sterling in advance and prior to despatch unless otherwise stated in the terms of payment

3. Delivery

3.1 Risk in the goods shall pass to the Customer when they are made available at the Customer's premises following delivery or other delivery point as instructed by the Customer. The Customer is responsible for all off-loading operations. The Company reserves the right to deliver the goods to the nearest point of suitable access.

3.2 Goods for delivery outside the UK shall be under Incoters.

3.3 Times for delivery or performance are as advised in the Company's letter of Acceptance of Order and subject to receipt of full instructions to proceed without hindrance. The Company shall endeavour to meet such delivery or performance times, but shall not be liable for any loss, damage or expense of whatever kind arising from any delay or failure from whatever cause, nor shall such failure or delay entitle the Customer to refuse to accept delivery or to repudiate the contract.

3.4 The Company may determine the form of transport and charge extra for any special arrangements required by the Customer.

3.5 The Company may deliver goods in separate instalments each to be deemed a separate contract. No failure by the Company in any of the instalments shall be grounds for refusing to accept any goods remaining.

4. Title

4.1 Until the Company has received full and unconditional payment for the goods in cash or cleared funds title to the goods shall remain that of the Company, and until the title passes the goods shall be clearly identified as the property of the Company. The Company shall at any time on demand be allowed to repossess the goods (without being liable for any damage thereby occasioned) and use or sell them.

4.2 The Customer hereby grants access to its premises to the Company for this purpose.

5. Losses In Transit

5.1 The Company will at its discretion (and within a reasonable period) replace, repair or credit for the invoice value (or proportionate part thereof) for any goods which the Customer proves were, at the time of delivery missing, lost, damaged, or not in accordance with their contract description. Where any loss or damage may have occurred after delivery in the course of any transport arranged by the Company on behalf of the Customer, the Company will assist in the claim against the carrier or insurer and account to the Customer for the proceeds of any such claim, less any reasonable and proper expenses.

5.2 Claims by the Customer will only be accepted if;

5.2.1 The Customer has inspected the goods promptly and give the Company written notice (other than on the carriers delivery note) of any alleged shortage, damage or any discrepancy within 7 days following date of receipt.

5.2.2 In the case of any alleged loss of a complete consignment, the Customer has given the Company written notice thereof in 10 days (or 28 days) or period stated in the Company's order acknowledgement for goods intended for destinations outside the United Kingdom mainland, dating from date of the Company's invoice.

5.2.3 The Customers notice of claim contains sufficient information to substantiate a claim against any carrier or insurer by the Company on its own account or on behalf of the Customer.

5.2.4 The Customer has afforded to the Company reasonable opportunity and facilities for the investigation of the claim and the carrying out of any repairs or remedial work and complied with any request by the Company for the return of the goods for examination the cost of carriage and insurance to be borne by the Customer but reimbursed if the claim is accepted, in which event any replaced goods shall belong to the Company.

5.2.5 The Customer has not permitted any person other than the Company to effect any repair or modification or repair to the goods.

6. Tests, Installation and Taking Over etc.,

6.1 The Goods are inspected and tested before dispatch. In the event that it is agreed that the Customer's representative may attend such tests and the Company is notified in writing of this intentions with the order and if such representatives fail to attend after the Company has given notice of it's readiness for testing the Company shall be entitled to proceed in the Customer's absence and the results of such tests shall be conclusive as to the performance achieved.

6.2 Where the Company supplies any services including installation or testing or supervising the installation of any goods;

6.2.1 the Customer shall at his expense provide such facilities and assistance including but not limited to the proper receipt, storage and protection of the goods as and when delivered and any equipment provided by the Company suitable access to and possession of any working areas, adequate facilities, skilled and unskilled labour, lighting and heating, services (including electricity, water and compressed air) fuel components and materials and equipment for the adequate testing of the goods as the Company reasonably requires for the services and ensure that such facilities and assistance are safe and comply with legislation, by-laws, standards, codes of practice and other requirements from time to time applicable. Where requested by the Company, the Customer will also make available free of charge such office space, telephones, canteen, sanitary and washing facilities as the Company reasonably requires.

6.2.2 The goods shall be deemed to have been accepted by the Customer when they have passed tests if any, specified in the quotation or have been put into commercial use.

7. Liability

7.1 The liability of the Company under the contract (whether by reason of breach of contract, tort or otherwise) shall be limited to the contract price (i.e. the sale price of the goods or services supplied). The Company shall not be liable for any indirect losses including but not limited to damages for loss of use of facilities or equipment, loss of business or revenue, loss of anticipated savings, loss of profits or loss of goodwill or other damages consequential upon the same provided that this clause shall not limit in any way the liability of the Company for death or personal injury caused by its negligence.

7.2 All generators supplied new are offered with 12 Month or 1000 Hour warranty whichever comes first, unless otherwise stated. In the event of a claim the company will endeavour to encourage and assist the manufacturer whose warranty is given to sort out any claims as soon as possible. We will not in the meantime be responsible for any costs relating to the supply and install of any hire set to replace the faulty generator.

In the case of used generator warranties the agreed period and hours covered are subject to the following: In the event of mechanical or electrical failure we must be notified in writing from the customer. The company will then arrange for an engineer to attend site within 48 hours and diagnose the problem and agree with the customer that it is a fault that has occurred whilst the generator has been kept within the service guidelines which differ from manufacturer to manufacturer. The company will then arrange for the labour and parts cover to repair and fix back to manufactures guidelines. Every claim will be acted on and dealt with as a matter of urgency. The costs will not exceed the purchase price of the generator. The company can not be held responsible for third party costs as a result of failure.

8. Force Majeure

8.1 The Company shall not be liable for any delay or other failure to perform whole or any part of the contract resulting from any cause whatsoever beyond the Company's control existing at the date of order acknowledgement or arising thereafter including but not limited to fire, explosion, plant failure, lack or failure of transportation, supply of labour, strike or Governmental control.

9. Law, Jurisdiction and Construction

9.1 The contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English courts in all matters connected with the contract except only to the extent the Company invokes jurisdiction of the courts of any other country.