

## **K2 Drives and Controls General Conditions of Sale**

### **1. General**

- 1.1 All K2 Drives and Controls sales are subject to these conditions only unless varied in writing by K2 Drives and Controls.
- 1.2 Time is of the essence in all of these conditions.

### **2. Misrepresentation Act**

- 2.1 Information and technical data contained in catalogues and technical publications is for guidance only. K2 Drives and Controls is not liable for mistakes and wrong interpretations of such information.
- 2.2 K2 Drives and Controls are not liable for verbal representations about any of its products.

### **3. Acceptance of Order**

- 3.1 An order is not accepted until K2 Drives and Controls sends written acknowledgement to the purchaser or part or all of the products ordered are despatched.

### **4. Alterations**

- 4.1 K2 Drives and Controls reserve the right to withdraw or make alterations to its products without notice or liability.

### **5. Cancellation of Orders**

- 5.1 A purchaser who cancels an order shall pay K2 Drives and Controls for any losses suffered as a result. Losses not exceeding 25% of the purchase price of the cancelled order shall be paid upon request and without proof of loss.

### **6. Delivery & Delivery Charges**

- 6.1 All products despatched by K2 Drives and Controls will be delivered by a method of transport selected by K2 Drives and Controls in the absence of contrary agreement with the purchaser. The purchaser shall pay K2 Drives and Controls for all transport and handling charges in addition to the purchase price of the products.
- 6.2 All chargeable repairs are subject to transport and handling charges.
- 6.3 By arrangement K2 Drives and Controls may undertake express delivery of products within mainland Great Britain but subject to payment of an express delivery charge in addition to the product price.
- 6.4 By arrangement the purchaser may collect products from K2 Drives and Controls at short notice subject to the payment of an express handling charge in addition to the product price.
- 6.5 K2 Drives and Controls will try to meet the purchaser's requirements for delivery dates and to indicate when products are expected to be available for despatch but K2 Drives and Controls is not liable for any losses arising from delays in despatch or delivery.
- 6.6 Details of prevailing transport handling restocking delivery and express charges are available from K2 Drives and Controls upon request.

### **7. Risk**

- 7.1 Products are at the risk of the Purchaser from the time of despatch and the Purchaser is then liable for the invoice value. Claims for incorrect delivery shortages, damage to goods in transit or other discrepancies notified in writing to K2 Drives and Controls and the Carrier within 7 days of delivery may be considered. Claims for non-delivery may also be considered if notified to K2 Drives and Controls within 14 days of the date of despatch shown on the invoice.
- 7.2 K2 Drives and Controls is not liable for any loss or damage to products returned for repair or credit unless K2 Drives and Controls agrees to repair or replace them under warranty and the Purchaser sends a separate advice to K2 Drives and Controls at the date of despatch and is not negligent in the packing, addressing or choice of transport for the products returned.

### **8. Price**

- 8.1 The price payable by the Purchaser is the list price prevailing at the time of despatch less any agreed discount. K2 Drives and Controls is entitled to alter list prices and discounts but will normally try to give one month's notice of such alterations. K2 Drives and Controls prices are exclusive of VAT which will be added at the appropriate rate.

**9. Terms of Payment**

- 9.1 Invoiced prices are strictly net and unless otherwise agreed are payable by the end of the month following despatch of products irrespective of delivery date.
- 9.2 If the Purchaser fails to pay the invoiced price on a due date then, without prejudice to any other rights or remedy available to K2 Drives and Controls. K2 Drives and Controls shall be entitled to:
- 9.3 Cancel the contract or suspend any further deliveries to the Purchaser.
- 9.4 Appropriate any payment made by the Purchaser to such of the products (or the products supplied under any other contract between the Purchaser and K2 Drives and Controls) as K2 Drives and Controls may think fit (notwithstanding any purported appropriation by the Purchaser).
- 9.5 Charge the Purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above National Westminster Bank Rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**10. Transfer of Ownership**

- 10.1 K2 Drives and Controls remains the owner of the products until it receives full payment of the price invoiced. Until then the Purchaser shall carefully hold them for K2 Drives and Controls and keep them identified as the property of K2 Drives and Controls separately from all other products and properly stored, protected and insured but the Purchaser is entitled to resell the K2 Drives and Controls products in the ordinary course of its business provided that it accounts to K2 Drives and Controls for their sale proceeds or if the products are affected by an insurable event any insurance payment received for the products and keeps all such proceeds and payments separate from all other finances.
- 10.2 Until such time as ownership in the products passes to the Purchaser (and provided that they are still in existence and have not been resold) K2 Drives and Controls is entitled at any time to require the Purchaser to deliver them up to K2 Drives and Controls and if the Purchaser defaults to enter the premises where the products are stored and repossess them.
- 10.3 The Purchaser is not entitled to pledge or charge in any way the products which remain owned by K2 Drives and Controls and if the Purchaser does so all moneys owing by the Purchaser to K2 Drives and Controls shall immediately become due and payable without prejudice to any other right or remedy of K2 Drives and Controls.

**11. Products returned for credit**

- 11.1 Products for credit are not accepted without prior written permission from K2 Drives and Controls. Only new products with undamaged cartons and suitable for resale would then be accepted for credit at the price paid by the Purchaser less handling and restocking charges.

## 12. Products returned for Service

- 12.1 Products that are faulty or have failed in service can be returned back to K2 Drives for repair.  
12.2 Before returning any product, you must receive a Workshop Repair (WR) number from K2 Drives and Controls.

Please contact us at:

**Phone:** +44 (0)1923 655 955

**Fax:** +44 (0)1923 655 956

**Email:** [info@k2drives.co.uk](mailto:info@k2drives.co.uk)

We will require the following information in order to issue a WR number.

- The order reference number.
  - The product part number.
  - The product serial number.
  - The reason for return, including any conditions and symptoms leading to the product failure.
  - Your contact details and address for invoicing and returning the repaired product.
  - A purchase order covering the repair charges for all products returned.
- 12.3 Return shipments must be properly packed and freight paid. All consignments must be labelled with the WR number provided and returned to or as directed:  
**K2 Drives and Controls Ltd.**  
**FAO: Workshop**  
Unit 2  
Bermer Place  
Imperial Way  
Watford  
WD24 4XX
- 12.5 Subject to inspection, K2 Drives and Controls may submit a quotation for servicing products returned by the Purchaser but if such quotation is not accepted within one month of its date it shall lapse and K2 Drives and Controls may then after three months dispose of the products without liability to the Purchaser or third party.
- 12.6 Where K2 Drives and Controls notified the Purchaser that a product is unserviceable it shall be free to dispose of the product after three months from the date of such notification unless during that time the Purchaser requests its return at the Purchaser's expense.

## 13. Warranty

- 13.1 The Purchaser is given a warranty of
- (i) For Hydraulic Products
    - (a) Steering Units  
12 months or 1000 hours of operation whichever is the sooner but never exceeding 18 months from the date of manufacture stamped on the product.
    - (b) For other Hydraulic products  
12 months from the date of manufacture stamped on the product
  - (ii) For Variable Speed Drives  
12 months from date of despatch.
  - (iii) All other products  
18 months from date of manufacture stamped on the product
- 13.2 The warranty covers faulty manufacture and defective materials. The warranty is void if the product is repaired or altered without the agreement of K2 Drives and Controls, applied for a purpose for which it is not designed or installed or applied in a manner not in accordance with the instructions or recommendations of K2 Drives and Controls. The warranty on compressors is also void if anti-frost agents are introduced into the system.
- 13.3 The Purchaser is liable for all costs incurred in returning products to K2 Drives and Controls for repair under warranty. If K2 Drives and Controls agrees to repair such products elsewhere the Purchaser will pay for the consequential travelling and expenses of K2 Drives and Controls employees in undertaking the work.
- 13.4 K2 Drives and Controls will at its own discretion repair or replace products which fail and are returned within the warranty period but is not liable for the costs of erecting, dismantling, reinstallation, freight or any other costs incurred in connection with such products.
- 13.5 With a product returned under warranty the Purchaser shall also enclose a description of the failure and within 48 hours send a separate advice note detailing the product being returned and the method of despatch. Returned products shall be free of extraneous equipment. Any openings shall be sealed against the ingress of foreign matter. Compressors must be fitted with their K2 Drives and Controls electrical equipment. Within Great Britain K2 Drives and Controls will pay the freight costs of returning the Purchaser products repaired or replaced under warranty.
- 13.6 The warranty is not transferable from the original Purchaser.

**14. Secondary Damage**

14.1 K2 Drives and Controls is not liable for any damage to property or consequential loss, for example loss of product, loss of profit, loss of goods in store which arises by defects or delays in delivery of products irrespective of the cause including faulty manufacture.

**15. Force Majeure**

15.1 The expression 'force majeure' shall mean, K2 Drives will not be held liable for any failings in performance due to unforeseen circumstances that are out of their immediate control. In the event of such term, K2 Drives will extend their time for fulfillment equal to the time of the delay. Without prejudice to the generality of the foregoing; Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or shortage of any material, failure in whole or in part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties or interruption or failure of electricity or telephone service.

**16. Arbitration**

16.1 English law applies to these conditions. Any dispute arising from them shall be resolved by arbitration under the Arbitration Acts 1950 and 1979, should either the Purchaser or K2 Drives and Controls so request in writing. Failing agreement as to the identity of the arbitrator within 30 days of the date of such written request the arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators or his Deputy should either the Purchaser or K2 Drives and Controls so request in writing.