

Electric Motors and Gearboxes Ltd
Terms and Conditions of Business
Last updated: 03.03.2026

1. Definitions and General

1.1 In these Terms and Conditions:

- “Company” means **Electric Motors and Gearboxes Ltd**.
- “Client” means the person, firm or company purchasing Goods or Services from the Company.
- “Goods” means all materials, products or equipment supplied by the Company.
- “Services” means installation, commissioning, repair, storage or other services provided by the Company.

1.2 These Terms and Conditions apply to all contracts for the supply of Goods and/or Services by the Company and supersede any terms proposed by the Client unless expressly agreed in writing.

1.3 By placing an order, the Client confirms acceptance of these Terms and Conditions.

2. Credit Accounts

2.1 Clients applying for credit facilities must complete the Company’s account application form and provide:

- Full registered name and address
- Two trade references
- Banking details

2.2 Where a Client is not properly trading in the name supplied, the individual signing the credit application shall be personally liable for payment.

2.3 The Company reserves the right to withdraw credit facilities at its discretion.

3. Quotations

3.1 Quotations are valid for **30 days** from the date of issue unless otherwise stated in writing.

3.2 After expiry of the quotation period, the Company reserves the right to:

- Issue a revised quotation, or
- Decline the order.

3.3 All quotations are subject to availability of materials and supplier pricing.

4. Orders

- 4.1 Orders placed verbally must be clearly identified as such and confirmed in writing (email preferred).
- 4.2 The Company accepts no responsibility for errors arising from unclear or unconfirmed verbal instructions.
- 4.3 Production and completion times provided are estimates only and subject to manufacturer confirmation.
- 4.4 The Company reserves the right to amend production and completion times where necessary.
- 4.5 Goods incorrectly ordered by the Client may be returned only with prior authorisation issued via an RMF number and may be subject to a restocking charge. The Client is responsible for all return carriage costs.
- 4.6 Test certificates, commissioning, and site visits are excluded unless expressly included in writing.
- 4.7 Any additional work requested must be supported by a purchase order. If no order is supplied, the Company reserves the right to invoice using the Client contact details provided.
- 4.8 Alterations to standard equipment are undertaken at the Client's risk.
- 4.9 The Company shall not be liable for consequential loss (see Clause 13).

5. Delivery and Installation

- 5.1 Delivery charges are not included unless expressly stated.
 - 5.2 Free delivery may apply within a defined geographic area (details available upon request). Delivery outside this area may incur additional charges.
 - 5.3 Where Goods are specially purchased, the Company reserves the right to pass on supplier carriage charges.
 - 5.4 Delivery and installation dates are estimates only and do not form contractual deadlines.
 - 5.5 The Company shall not be liable for delays in delivery or installation howsoever caused.
 - 5.6 Goods must be inspected upon delivery. Any visible damage must be noted at signing.
 - 5.7 Damage or defects must be reported in writing within **72 hours** of receipt, preferably with photographic evidence.
- Failure to comply may invalidate any claim.

6. Loss in Transit and Shortages

6.1 Where delivery is included in the quoted price, the Company will repair or replace Goods damaged in transit provided written notice is received within 72 hours.

6.2 Delivery shortages must be reported within **3 days** of delivery.

6.3 Non-delivery must be reported in writing within **3 days** of invoice or dispatch notification.

6.4 Faulty or incorrect Goods must be reported within 3 days and returned for inspection.

6.5 Manufacturer warranty terms apply to manufacturer-supplied Goods.

7. Returns

7.1 Goods may not be returned without an authorised returns RMF number.

7.2 Special or custom-made Goods are non-returnable unless defective.

7.3 Approved returns may be subject to a restocking charge.

7.4 Returned Goods must:

- Be carriage paid
- Be in original condition
- Include invoice number and reason for return

8. VAT

8.1 All prices are exclusive of VAT.

8.2 VAT will be charged at the prevailing rate at the date of dispatch or installation.

9. Payment Terms

9.1 Payment terms are **month of invoice plus 30 days**, unless otherwise agreed in writing.

9.2 Any agreed discounts are conditional upon payment within the specified discount period.

9.3 The Company reserves the right to charge statutory interest and compensation under the **Late Payment of Commercial Debts (Interest) Act 1998**, as amended.

9.4 The Company may suspend deliveries or Services if payment is overdue.

9.5 Invoice queries must be raised in writing within 14 days of invoice date.

9.6 Overdue accounts may be referred to a debt collection agency and collection costs will be recoverable.

9.7 The right of set-off is excluded.

10. Retention of Title

10.1 Title to Goods remains with the Company until full payment has been received for:

- The Goods supplied; and
- Any associated Services.

10.2 Risk passes to the Client upon delivery.

10.3 Until title passes, the Client must:

- Store Goods separately
- Keep them identifiable
- Not pledge or charge them

11. Debt Recovery

The Company reserves the right to recover all reasonable costs incurred in recovering overdue sums, including legal and collection agency fees.

12. Warranty

12.1 The Client benefits from any manufacturer's warranty applicable to the Goods.

12.2 New equipment carries a **12-month warranty** from delivery or completion (whichever occurs first), unless otherwise stated.

12.3 The Company will remedy service defects reported within 7 days of discovery, provided the defect is not caused by misuse, improper installation, or factors outside the Company's control.

12.4 Where Goods are stored at the Client's request:

- Warranty commences at delivery unless otherwise agreed in writing.
- If stored by the Company for a fee, warranty commencement may be deferred subject to manufacturer agreement.

13. Limitation of Liability

13.1 The Company shall not be liable for:

- Consequential loss
- Loss of profit
- Loss of business
- Indirect or special damages

13.2 The Company's total liability shall not exceed the invoice value of the Goods or Services supplied.

13.3 Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot legally be excluded

13.4 The Client shall indemnify the Company for claims arising from compliance with Client specifications or designs.

14. Errors and Omissions

The Company reserves the right to correct clerical or typographical errors without liability.

15. Force Majeure

The Company shall not be liable for delay or failure caused by circumstances beyond its reasonable control, including but not limited to:

- Supplier failure
- Transport disruption
- Industrial action
- Acts of God
- Government restrictions

16. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of **England and Wales**.

The courts of England and Wales shall have exclusive jurisdiction.