6.4 If before title to the goods passes to the customer the customer becomes subject to any of the events listed in Clause 6.5, then, without limiting any other right or remedy the Company may have:

(a) the Customer’s right to resell the goods or use them in the ordinary course of its business ceases immediately; and

(b) the Company may at any time:

(i) require the Customer to deliver up all goods in its possession that have not been resold, or irrevocably irrevocably irrevocably irrevocably consumed or otherwise destroyed, and the Customer shall grant the Company unconditional access to all goods and the Company shall be entitled to remove such goods from the Customer’s premises or elsewhere and to take such further steps as the Company may think fit to recover or secure possession of any of its goods;

(ii) the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the goods are stored in order to recover them.

6.5 (a) the Customer commits a material breach of any terms of the Contract and (f such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a wrongful trading within the meaning of Section 211 of the Insolvency Act 1986), becoming subject to any proceedings or insolvency or bankruptcy, or a step or action is taken by or against the Customer in connection with an analogous procedure in relation to the Customer;

(c) the Customer suspends, threatens to suspend, cease or threaten to cease to carry on all or a substantial part of its business; or

(d) the Customer’s financial position deteriorates to such an extent that in the Company’s opinion the Customer’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.6. If any provision or part-provision of this Clause 6 is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Clause 6 or this contract.

7. INSTALLATION AND COMMISSIONING.

The Customer shall be responsible for all civil engineering and punctual preparation of the site and services prior to installation. The Company shall ensure the availability of any lifting equipment required and labour to assist the Company’s engineers. The Company’s engineers are available to advise the Customer on the site requirements appropriate to the Contract. Unless otherwise agreed in writing the Customer shall pay for installation and commissioning in accordance with the following terms:

Monday - Friday
Man/Hour:- Travel Time.
Man/Hour:- Time on site.
- at the Company’s current rates plus cost of any travel, air fares, hotel and subsistence costs. Payment shall fall due 30 days after completion of installation.

8. INSURANCE

Unless otherwise agreed in writing in a document signed on behalf of both parties, the Customer shall insure the goods to their full value from the date of delivery to the Customer’s designated delivery address or from the date of collection from the Company by the Customer’s transport or carrier. Buyer is required to maintain insurance for the full purchase price of the equipment until payment is made in full or will be charged any unpaid balance if equipment is lost or destroyed. Evidence of insurance must be provided to the seller on request.

9. TRANSIT LOSS OR DAMAGE

9.1 The Company shall not accept any liability for quantity discrepancy or transit damage of goods unless notified to the Company within 3 days of despatch.

9.2 Goods damaged in transit shall be held available with their packing for inspection by the Company or its agents.

9.3 The Company shall be notified forthwith by the Customer if goods are not received within 7 days of despatch (or such other periods as may be specified in export contracts).

10. FORCE MAJEURE

Seller shall not be liable for failure to deliver or perform occasioned by causes beyond the control of the Seller.
11. **WARRANTY.**

11.1 **Parts Warranty**
The company undertakes to replace or repair at its discretion free of charge any parts which fail in service due to faulty design, materials or workmanship during their warranty period. The parts warranty shall be 12 months from date of shipment or such longer or shorter period as may be specified by the Company in writing in the Special Conditions of a specified contract.

11.2 **Wear and Tear**
This parts warranty does not cover faults arising from normal wear and tear, damage in transit or misuse of equipment including overloading, customer negligence or accident.

11.3 **Parts Warranty Exclusions**
The following items are specifically excluded from warranty: Bulbs and indicator lights, Cable and hoses, Moving coil meters and metering equipment, Monitoring equipment, Tubes and filaments and all conventionally recognised consumable items. The warranty terms extended by the Company in respect of proprietary welding torches shall be in accordance with those of the Torch manufacturer.

11.4 **Labour Warranty**
At the discretion of the Company labour shall be provided free of charge in respect of an accepted warranty claim. The labour warranty period shall be 12 months from the date of shipment of the goods or such longer or shorter period as may be specified by the Company in the Special Conditions of a specified contract. Where claims are not accepted or work is carried out by the Customer or his agent without the Company’s written agreement Gulco labour will be charged at current standard rates in respect of any further rectification required.

11.5 **Shift Working**
The above Warranty Periods are based on single 8 hour shift operation. If more than one shift is worked the Warranty Period shall be reduced Pro-Rata.

12. **RETURNS.**
The Company shall not accept return for credit of any goods unless its prior agreement is given in writing. Any goods specifically manufactured to the Customer’s specifications are not returnable and shall not be accepted for credit under any circumstances.

13. **LIABILITY.**
The Company shall not under any circumstances be liable to any Person, Company or Corporation for any direct or indirect or consequential damages whether arising from Breach of Contract, Negligence, Misrepresentation or Otherwise and Howsoever resulting, covering alleged loss of Profit, Interest lost for monies borrowed or invested, or work stoppage. The liability of the Company shall in no event exceed the Company’s Selling or Hiring price for the goods or services supplied or the obligation to replace them.

14. **CANCELLATION.**
In the event of cancellation of the contract in whole or in part after acceptance by the Company the Customer shall be liable to reimburse to the company all its costs including labour, materials purchase and any other investment made by the Company in relation to the contract up to the date of cancellation.

15. **WASTE ELECTRICAL & ELECTRONIC EQUIPMENT (WEEE)**
The buyer shall exclusively finance the collection and delivery of waste electrical and electronic equipment (WEEE) to MDJ Light Bros Ltd. as required by the UK WEEE Regulations 2006 SI 3289. This clause applies to all new electrical and electronic equipment (EEE) put on the UK market by Gulco after 13 August 2005 (known as new WEEE), as well as all EEE put on the UK market before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from the Seller after August 2005. If the Buyer resells the EEE to a Customer, the Buyer will ensure that this clause in its entirety is included in the contractual arrangements governing the sale to the Customer. The buyer agrees to indemnify and keep indemnified and hold harmless Gulco and B2B WEEE-Scheme from and against all costs and expenses which Gulco or B2B WEEE-Scheme incurs or suffers in the UK as a result of a direct or indirect breach or negligent performance or failure in performance by the Buyer of its obligations in this clause.

16. **LEGAL CONSTRUCTION**
These Conditions of Sale and any Contract thereby covered shall be governed by and construed in accordance with English law and any dispute subject to the exclusive jurisdiction of the Courts of England and Wales.