

# PlantMachineryUK

## General Terms and Conditions of Business

These Terms and Conditions apply to all quotations, contracts, sales, services, repairs, transport and hire of plant, equipment and related services provided by PlantmachineryUK Ltd ("PMUK Ltd") unless otherwise agreed in writing.

Where plant or equipment is hired, the CPA Model Conditions for the Hiring of Plant 2021, together with any applicable CPA supplementary conditions, shall apply and take precedence in relation to hire matters. These Terms apply in addition to, and not in substitution for, the CPA Conditions.

Acceptance of any quotation, delivery of equipment, attendance on site, or instruction to proceed with work shall be deemed acceptance of these Terms.

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### 1. Quotations and Scope of Work

All quotations are based on information provided by the customer and, where applicable, a visual inspection of the site or equipment. PMUK Ltd shall not be responsible for hidden defects, undisclosed site conditions, structural issues, ground conditions or access restrictions not notified prior to commencement of works.

Unless stated otherwise, quotations are valid for 14 days and are subject to site conditions remaining unchanged.

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### 2. Payment Terms

Payment terms are strictly as stated on the invoice. Any credit facility is subject to satisfactory credit checks and may be withdrawn at any time. Where credit is not approved, payment shall be required in advance.

PMUK Ltd reserves the right to require full payment prior to dismantling, removal or release of equipment.

Failure to maintain payment terms may result in suspension of services, immobilisation of equipment, or recovery of equipment without further notice. All costs incurred as a result shall be payable by the customer.

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### 3. Interest on Late Payment

PMUK Ltd reserves the right to charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any reasonable costs incurred in recovering outstanding sums.

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#### **4. Retention of Title and Ownership**

Legal and beneficial ownership of all plant, equipment, parts, materials and components supplied by PMUK Ltd shall remain with PMUK Ltd until payment in full of all sums due has been received in cleared funds, whether relating to hire, sale, service, repair or any other contract.

Title shall not pass to the customer until all outstanding amounts owed to PMUK Ltd have been paid in full.

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#### **5. Parts Fitted to Customer Equipment**

Where parts or components are supplied and fitted to customer-owned equipment, ownership of those parts shall remain with PMUK Ltd until payment in full has been received. PMUK Ltd reserves the right to remove such parts in the event of non-payment, where it is safe and reasonably practicable to do so.

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#### **6. Risk and Insurance**

Risk in all equipment, parts and materials shall pass to the customer upon delivery to site or commencement of works, notwithstanding that ownership may not have transferred.

The customer is responsible for loss, theft or damage from that point and shall ensure adequate insurance is in place where required.

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#### **7. Right to Immobilise, Recover and Enter Premises**

In the event of non-payment, PMUK Ltd reserves the right to immobilise, isolate, disable or recover any equipment supplied by it.

The customer grants PMUK Ltd, its employees and agents permission to enter any site or premises where such equipment is located for the purposes of inspection, immobilisation or recovery, without liability for trespass, provided reasonable notice is given where practicable.

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#### **8. Suspension of Services**

PMUK Ltd reserves the right to suspend further works, servicing, deliveries or attendance where payment is overdue, without liability for delay, cost or consequential loss.

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#### **9. Delays and Access**

Delays caused by factors beyond PMUK Ltd's control, including weather conditions, site readiness, access restrictions or third-party actions, shall be chargeable where applicable.

The customer is responsible for ensuring safe and adequate access, hardstanding and working areas for all equipment, transport and personnel.

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## **10. Cancellation**

Cancellations or postponements of scheduled works must be notified in writing. Charges may apply where notice periods are not met or costs have already been incurred.

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## **11. Damage, Cleaning and Liability**

The customer is responsible for damage to equipment while on site, excluding fair wear and tear. Cleaning charges may apply where equipment is returned in an unsuitable condition, including contamination from concrete, debris or other materials.

PMUK Ltd shall not be liable for indirect or consequential loss, including loss of profit, loss of use or delay costs, except where required by law.

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## **12. General**

The customer shall not withhold payment or set off any amounts due against any claim unless agreed in writing by PMUK Ltd.

All costs incurred by PMUK Ltd in recovering equipment, enforcing payment or protecting its property, including labour, transport, storage, administrative and legal costs, shall be payable by the customer on demand.

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