



abnormal conditions or used with lubricant of an unsuitable specification or have been involved in any accident or if any attempt to repair, replace or modify them has been made without the prior approval of the Company or if they have been in any way dealt with contrary to any instructions issued by the Company. Should these Conditions apply to a consumer transaction this Guarantee shall not affect the statutory rights of the Purchaser. In Condition 9 below and in this Condition "consumer transaction" and "statutory rights" shall bear the meaning they have in the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

9. Exclusion of Liability

- (a) The Purchaser is relying on its own skill and judgement in relation to the Goods supplied under this contract and the Company accepts no liability whatsoever for any knowledge it or its servants or agents make possess as to the purpose for which the Goods are supplied.
- (b) Save as expressly provided in Condition 8 above and save for the Company's liability for death or personal injury to the Purchaser resulting from the Company's negligence under any contract which does not fall within the provision of Section 26 of Unfair Contract Terms Act 1977 the Company shall be under no liability whatsoever to the Purchaser for:
- (i) any defect in, failure of, or unsuitability for any purpose of the Goods or any part thereof whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents, or to faulty design, workmanship or materials or to any other cause whatsoever, and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistency with the provisions of this condition, are hereby expressly excluded.
- (ii) any deviations in the Goods from the particulars of the Goods stated in the contract save that where the Company considers that any such deviations are material it will replace the Goods with goods that comply with the particulars stated in the contract.
- (iii) any claim made against the Purchaser by any third party pursuant to any death, personal injury, damage or other loss caused by any alteration to or modification of the Goods by the Purchaser whether or not the Company are aware that such alteration or modification has been or will be made.
- (c) All, if any, statements, recommendations and advice given by the Company or the Company's servants or agents to the Purchaser or its servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever on the part of the Company and the Purchaser hereby represents and warrants to the Company that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into the contract with the Company.
- (d) Should these Conditions apply to a consumer transaction the Purchaser's statutory rights shall not be affected by this Condition 9.

10. Indemnity

The Purchaser shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice of the foregoing, claims for death, personal injury, damage to property and consequential loss, (including loss of revenue or profit, or loss of use or good will) which may be made against the Company by any third party or which the Company may sustain, pay or incur in relation to any third party claim or demand arising out of or in connection with the manufacture, installation, sale or use of the Goods, or of other goods of which the goods are a component part, and is caused in whole or in part by any act or omission of the Purchaser.

11. Export Contracts

In the case of export contracts all import duties, charges and assessments shall be made by the Purchaser and the obtaining of any necessary export and import licences in respect of the Goods shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of goods exported without the necessary export and import licences.

12. Industrial Property Rights

In the event of any claim being made or action being brought or threatened in respect of infringement of patents, copyright, design rights, trade marks and service marks, trade names, registered designs or any other industrial property rights in respect thereof and will notify the Company thereof forthwith and the Company shall be entitled to conduct all negotiations and take all necessary proceedings to dispute the same in its own name and in the name of the Purchaser and the conduct of all proceedings and negotiations shall be completely in the discretion of the Company. In such event the Purchaser will execute all such documents and do all such things and render all such assistance to the Company as the Company shall require and the Purchaser shall indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any claim being made or action brought if any such claim is made or action brought or threatened as a result of work done in relation to the Goods by the Company in accordance with the Purchaser's specification or by the use to which the Goods are put by the Purchaser.

13. Sub-Contracts

The Company reserves the right to sub-contract the performance of the contract or any part thereof.

14. Assignment

The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the consent of the Company.

15. Proper Law

All contracts made between the Company and the Purchaser shall be governed by, and construed in all respects in accordance with English Law.

16. GDPR – General Data Protection Regulations

At M&R Hydraulics Ltd we take data protection very seriously. Your data is stored on a password protected email and invoicing systems, and only available to a small number of staff and our certified Accountant in order to carry out their roles. The types of information we hold include name, job title, company name, address, email address and telephone numbers.

We will never pass your data on or sell it to third parties without your permission.