

# **INSTALLER CATALOGUE**





EDITION 2/2013

## LOCAL OFFICE INFORMATION



## **GCE SALES OFFICE**

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## **GCE WAREHOUSE**

Unit A8(8) Pennington Court Moss Industrial Estate, Leigh Lancashire, WN7 3PT





## **COMPLETE AUTOCHANGE MANIFOLD KITS**

## COMPLETE AUTOCHANGE MANIFOLD KITS DRM0281 2×1

The GCE Druva DRM0281 2×1 manifold series is a complete CP-4 compliant manifold installation package. Flashback arrestor fitted on flammable versions as standard.

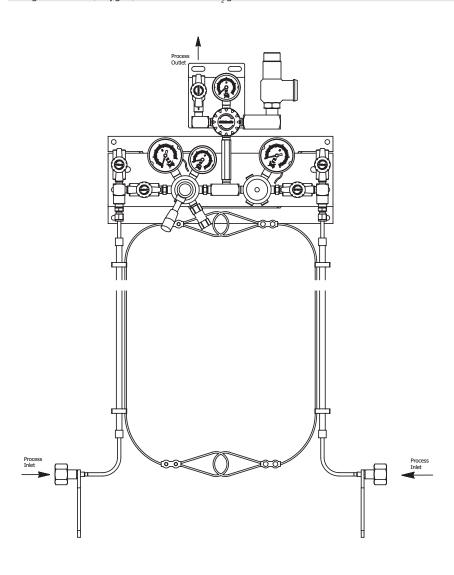
## THE 2×1 PACKAGE INCLUDES

- 230 bar hoses fitted with anti whip restraints
- Contact alarm gauges mechanical contact
- CE marked, CP-4 compliant Seetru line safety relief valve
- Gas purity 6.0 rated manifold

ArtNr.	Gas
S90003201	Inert (please specify type of gases)
S90003202	CO <sub>2</sub>
S90003203	Oxygen
S90003204	Flammable (P2=2,5 bar; please specify type of gases)
S90003205	Flammable (P2=10 bar; please specify type of gases)
S90003205	Flammable (P2=10 bar; please specify type of gases)

## **TECHNICAL DATA**

Inlet pressure:	230 bar
Outlet pressure:	10 bar
Relief valve:	set to 11.2 bar
Designed for inert, o	xygen, flammable and CO <sub>2</sub> gases





## COMPLETE AUTOCHANGE MANIFOLD KITS DRM0283 2×2

The GCE Druva DRM0283 2×2 manifold series is a complete CP-4 compliant manifold installation package. Flashback arrestor fitted on flammable versions as standard.

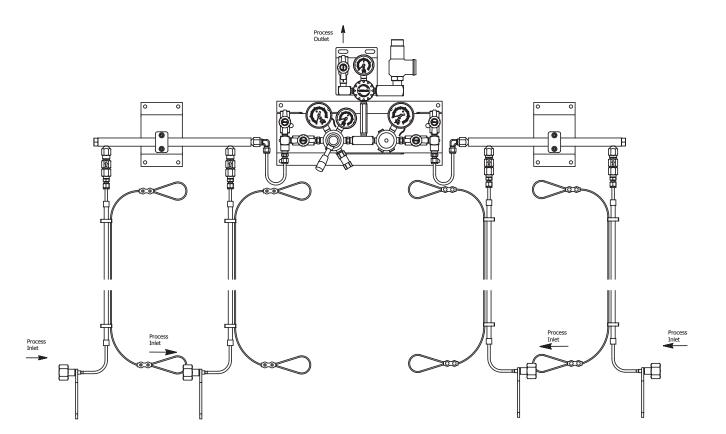
## THE 2×2 PACKAGE INCLUDES

- 230 bar hoses fitted with anti whip restraints
- Contact alarm gauges mechanical contact
- CE marked, CP-4 compliant Seetru line safety relief valve
- Gas purity 6.0 rated manifold

ArtNr.	Gas
S90003211	Inert (please specify type of gases)
S90003212	CO <sub>2</sub>
S90003213	Oxygen
S90003214	Flammable (P2=2,5 bar; please specify type of gases)
S90003215	Flammable (P2=10 bar; please specify type of gases)

## **TECHNICAL DATA**

Inlet pressure:	230 bar
Outlet pressure:	10 bar
Relief valve:	set to 11.2 bar
Designed for inert,	oxygen, flammable and CO, gases





# LINE PRESSURE REGULATOR - GAS PURITY MAX 6.0

300 bar inlet avaliable upon request

## **LINE PRESSURE REGULATOR LMD 500-01**

Basic design: inlet/outlet connection: NPT 1/4" female, outlet gauge LMD 500-01

-					
ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900483001	LMD50001 BCE3 N14N14	BC	single stage	40	0,2 - 3
6900477006	LMD50001 SSE3 N14N14	SS	single stage	40	0,2 - 3
6900484003	LMD50001 BCE6 N14N14	BC	single stage	40	0,5 - 6
6900479001	LMD50001 SSE6 N14N14	SS	single stage	40	0,5 - 6
6900485002	LMD50001 BCE14 N14N14	BC	single stage	40	1 - 14
6901016001	LMD50001 SSE14 N14N14	SS	single stage	40	1 - 14
6900487001	LMD50001 BCF200 N14N14	BC	single stage	230	10 - 200
6900482002	LMD50001 SSF200 N14N14	SS	single stage	230	10 - 200

## LINE PRESSURE REGULATOR LMD 500-03

Basic design: inlet/outlet connection: NPT 1/4" female, outlet gauge LMD 500-01



ArtNr.	Туре		Material	Design	Inlet (bar)	Outlet (bar)
6901028001	LMD50003 BCE3 N14N14		BC	single stage	40	0,2 - 3
6900490001	LMD50003 SSE3 N14N14		SS	single stage	40	0,2 - 3
6900502001	LMD50003 BCE6 N14N14		BC	single stage	40	0,5 - 6
6900492003	LMD50003 SSE6 N14N14		SS	single stage	40	0,5 - 6
6900503001	LMD50003 BCE14 N14N14		BC	single stage	40	1 - 14
6900495001	LMD50003 SSE14 N14N14		SS	single stage	40	1 - 14
6901023001	LMD50003 BCF3 N14N14	with PRV	BC	single stage	230	0,2 - 3
6901036001	LMD50003 SSF3 N14N14	with PRV	SS	single stage	230	0,2 - 3
6901070001	LMD50003 BCF6 N14N14	with PRV	BC	single stage	230	0,5 - 6
6901017001	LMD50003 SSF6 N14N14	with PRV	SS	single stage	230	0,5 - 6
6900970001	LMD50003 BCF14 N14N14	with PRV	BC	single stage	230	1 - 14
6900506001	LMD50003 SSF14 N14N14	with PRV	SS	single stage	230	1 - 14
6900504001	LMD50003 BCF50 N14N14	with PRV	BC	single stage	230	2,5 - 50
6900498001	LMD50003 SSF50 N14N14	with PRV	SS	single stage	230	2,5 - 50

## LINE PRESSURE REGULATOR LMD 502-03



Basic design: inlet/outlet connection: NPT 1/4" female, inlet/outlet gauge LMD 502-03

5		5	0		
ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900513001	LMD50203 BCF3 N14N14	BC	double stage	230	0,2 - 3
6900508001	LMD50203 SSF3 N14N14	SS	double stage	230	0,2 - 3
6900514001	LMD50203 BCF6 N14N14	BC	double stage	230	0,5 - 6
6900510003	LMD50203 SSF6 N14N14	SS	double stage	230	0,5 - 6
6900515001	LMD50203 BCF10,5 N14N14	BC	double stage	230	1 - 10,5
6900511001	LMD50203 SSF10,5 N14N14	SS	double stage	230	1 - 10,5



Inlet

Outlet

# **PANEL MOUNTED REGULATORS - GAS PURITY MAX 6.0**

## GAS SUPPLY PANEL SMD 500/502-24

### **BASIC DESIGN:**

SINGLE STAGE Art.-Nr.

- with inlet shut-off valve and purge gas valve, pressure relief valve (PRV)
  inlet / outlet connection ¼" NPT female

Туре

• pigtails and hoses available – please see page 9 of this catalogue



			-	(bar)	(bar)
6901024002	SMD50024 BCF14 N14N14	BC	single stage	230	1 - 14
6900036002	SMD50024 SSF14 N14N14	SS	single stage	230	1 - 14
6900053012	SMD50024 BCF50 N14N14	BC	single stage	230	1-50
6900055007	SMD50024 BCF200 N14N14	BC	single stage	230	10 - 200
6901410002	SMD50024 SSF200 N14N14	SS	single stage	230	10 - 200
DOUBLE STAGE					
ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900101007	SMD50224 BCF6 N14N14	BC	double stage	230	0,5 - 6

Material Design



ArtNr.	Туре	Material	Design	(bar)	(bar)
6900101007	SMD50224 BCF6 N14N14	BC	double stage	230	0,5 - 6
6901211007	SMD50224 SSF6 N14N14	SS	double stage	230	0,5 - 6
6900102009	SMD50224 BCF10,5 N14N14	BC	double stage	230	1 - 10,5
6900870005	SMD50224 SSF10,5 N14N14	SS	double stage	230	1 - 10,5

# **OUTLET POINTS - GAS PURITY MAX 6.0**

## **POINT-OF-USE REGULATORS EMD 500-06**



### **BASIC DESIGN:**

• with inlet shut-off valve, pressure regulator, outlet gauge, mounted on panel 90x260 mm, • inlet / outlet NPT 1/4" female

ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900257002	EMD50006 BCE1,5 N14N14	BC	single stage	40	0,1 - 1,5
6900253001	EMD50006 SSE1,5 N14N14	SS	single stage	40	0,1 - 1,5
6900258003	EMD50006 BCE4 N14N14	BC	single stage	40	0,2 - 4
6900254002	EMD50006 SSE4 N14N14	SS	single stage	40	0,2 - 4
6900258002	EMD50006 BCE6 N14N14	BC	single stage	40	0,2 - 6
6900254003	EMD50006 SSE6 N14N14	SS	single stage	40	0,2 - 6
6900259003	EMD50006 BCE10,5 N14N14	BC	single stage	40	0,5 - 10,5

## **POINT-OF-USE REGULATOR EMD 400-06 WALL ASSEMBLY**

**BASIC DESIGN:** 

• with inlet shut-off valve, pressure regulator, outlet gauge, mounted on panel 100x100 mm,

• inlet / outlet connection G 1/4" female



ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900232001	EMD40006 BCE1,5 G14G14	BC	single stage	40	0,1 - 1,5
6900876001	EMD40006 SSE1,5 G14G14	SS	single stage	40	0,1 - 1,5
6900233001	EMD40006 BCE6 G14G14	BC	single stage	40	0,2 - 6
6900460002	EMD40006 SSE6 G14G14	SS	single stage	40	0,2 - 6
6900456009	EMD40006 BCE10,5 G14G14	BC	single stage	40	0,5 - 10,5
6900231002	EMD40006 SSE10,5 G14G14	SS	single stage	40	0,5 - 10,5

## **POINT-OF-USE REGULATOR EMD 400-41 BENCH VERSION**

#### **BASIC DESIGN:**

- with inlet shut-off valve, pressure regulator, outlet gauge, pillar,
- inlet / outlet connection G 1/4" female



ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6900237001	EMD40041 BCE1 G14G14	BC	single stage	40	0,1 - 1,5
6900239001	EMD40041 BCE6 G14G14	BC	single stage	40	0,2 - 6
6900240001	EMD40041 BCE10,5 G14G14	BC	single stage	40	0,5 - 10,5

### **POINT-OF-USE REGULATORS EMD 400-01**



• pressure regulator, outlet gauge, Inlet G3/8", Outlet G1/4" -



ArtNr.	Туре	Material	Design	Inlet (bar)	Outlet (bar)
6901342001	EMD40001 BCE1,5 G38FG14F	BC	single stage	40	0,1 - 1,5
6901343001	EMD40001 BCE4 G38FG14F	BC	single stage	40	0,2 - 4
6901375001	EMD40001 BCE4 G38FG14F	SS	single stage	40	0,2 - 4
6901376001	EMD40001 BCE6 G38FG14F	BC	single stage	40	0,2 - 6
6901375001	EMD40001 BCE6 G38FG14F	SS	single stage	40	0,2 - 6
6901264004	EMD40001 BCE10,5 G38FG14F	BC	single stage	40	0,5 - 10,5
6901480001	EMD40001 BCE10,5 G38FG14F	SS	single stage	40	0,5 - 10,5

## HOSES & PIGTAILS FLEXIBLES HOSES WITH CYLINDER CONNECTION ACCORDING BS-341 230 BAR



## **BASIC DESIGN:**

• with hex nut, inlet see below, outlet NPT 1/4"male AND ANTI WHIP RESTRAINTS

ArtNr.	Туре	Material	Specification
H27415201	BS3	SS/ PCTFE	1m length; with safety hose
H27343201	BS4	SS/ PCTFE	1m length; with safety hose
H27508764	BS8	SS/ PCTFE	1m length; with safety hose
H27515064	BS14	SS/ PCTFE	1m length; with safety hose
H27515164	BS15	SS/ PCTFE	1m length; with safety hose

## PIGTAILS WITH CYLINDER CONNECTION ACCORDING. BS-341 -230 BAR



## BASIC DESIGN:

• with hex nut, spiral tube, inlet see below, outlet NPT 1/4" male

ArtNr.	Туре	Material	Specification
H27428964	BS3	SS/ PCTFE	Spiral tube, tube Ø 6 mm
H27450064	BS4	SS/ PCTFE	Spiral tube, tube Ø 6 mm

## **FLASH BACK ARRESTORS**

Gas / max. pressure (bar) Inlet × Outlet Material Ρ Art.-Nr. Туре A\* н Μ 0 L000337 FS400  $G^{1/4}m \times G^{1/4}f$ Brass 10 12 8 \_ Brass-Cr L000454 FS400  $G {}^1\!\!\!/ 4 {}^{\prime\prime}\! m \times G \, {}^{\prime\prime}\!\!\!/ 4 {}^{\prime\prime}\! f$ 1.5 3.5 -15 -L000110 FS500 NPT ¼"f × NPT ¼"m SS 1.5 3.5 5 15 5 B000096 FS500 Brass-Cr 15 NPT 1/4"m × NPT 1/4"f 1.5 3.5 --B000492 FS500 NPT  $\frac{1}{4}f \times NPT \frac{1}{4}f$ SS 5 1.5 3.5 5 15 B000614 FS500 NPT  $\frac{1}{4}m \times NPT \frac{1}{4}f$ Brass 9 12 --\_ B000643 FS500 SS 1.5 5 NPT 1/4"f × NPT 1/4"f 4 -\_ FS500 B000892 NPT  $\frac{1}{4}$ "f × NPT  $\frac{1}{4}$ "f Brass 1.5 10 12 12

\*) Acetylene C<sub>2</sub>H<sub>2</sub> (A), Hydrogen H<sub>2</sub> (H), Methane CH<sub>4</sub> (M), Oxygen O<sub>2</sub> (O), Propane C<sub>3</sub>H<sub>8</sub> (P)

# **GENERAL TERMS AND CONDITIONS**

#### **1. GENERAL**

These conditions shall govern any contract made by us for or in connection with the supply or sale by us in the United Kingdom of machinery, equipment and welding consumables, herein called 'the goods'. In default of our written Agreement expressly overriding these conditions or one or more of them.

a) No other terms or conditions howsoever arising whether express or implied, being inconsistent with these conditions, whether contained in any order form or otherwise, shall govern or affect any such contract whatsoever by us including any collateral contract and these conditions shall prevail.

**b**) Any performance or partial performance by us of any order placed with us shall be carried out on these terms and no others.

c) no representation purporting to be made by us or on our behalf in respect of or in connection with the goods and without prejudice to the generality of the foregoing, whether as to the description, nature, condition, conformity with sample or quality of the goods or as to their fitness for any purpose whatsoever, shall bind us or become a term of any contract and we shall be under no liability to you in respect thereof. You may rely solely upon your own skill and judgement unless you wish to rely upon any representation by us in which event you must make an express agreement in writing with us in that respect.

**d**) We accept no responsibility or liability otherwise than may be expressly provided by these conditions.

#### 2. PRICE

a) The price payable will be that agreed prior to despatch in the form of our valid current quotation or current list price, less any formally agreed discount. Copies of our current Price List are available on request. We reserve the right to change prices at any time, but agree to give 30 days notice in writing of our intention prior to implementation. Any fixed price contracts will be individually agreed and confirmed in writing.

**b**) Carnage of goods below the value specified in our separate term "Small Order Charge" may at our discretion be charged by us and constitute an increase in the contract price.

#### **3. LIMITS OF CONTRACT**

Any offer by us includes only such goods and services as are expressly specified in writing and we shall be under no liability whatsoever to supply any other goods or services whatsoever.

#### 4. DOCUMENTS

In the interests of continuous product improvement, we reserve the right to change the design or specification of any of our goods without prior notice. Any documents containing drawings, specifications, particulars of weight, dimensions or illustrations etc. shall not form or represent any part of any contract unless expressly agreed in writing.

#### 5. TESTS

#### I) MACHINERY AND EQUIPMENT

a) Type tests are carried out to ensure that in any test conditions prescribed by the authority administering any relevant National or International Standard quoted by us, the performance criteria of the authority are met.

**b**) In the case of machinery and equipment being constructed or modified to your requirements, tests will be carried out to ensure that the machinery and equipment complies with our obligations under clause 6(ii)(a).

**II) WELDING CONSUMABLES GOODS MANUFACTURED BY US** are where practicable, subjected to a system of sample testing at our works.

III) MACHINERY, EQUIPMENT AND WELDING CONSUMABLES. If tests other than those specified or tests in the presence of your representative are required, a reasonable charge will be made. In the event of any delay on your part in attending such tests or in carrying out any inspection required by you. The test will proceed after seven days notice of our readiness and our results will be deemed to be accurate, whether or not you have attended.

#### **6. PERFORMANCE**

I) MACHINERY AND EQUIPMENT where machinery and equipment is constructed or modified to your requirements, our liability shall only be to carry out such construction or modification to meet those requirements based strictly on the measurements, assembly tolerances and details of components and materials supplied by you, or as amended by agreement, and no conditions or warranties are given that the machinery or equipment as constructed or modified will meet any other requirements whatsoever, including compliance with any legal requirements.

#### II) MACHINERY, EQUIPMENT AND WELDING CONSUMABLES

a) All technical data, specifications and performance figures are given by us based on the National or International Standard where shown, or otherwise on the detail of the item currently in production on our own operating experience, and on the tests we or our supplier have carried out in normal test conditions. We accept no responsibility for and you are solely responsible for assessing if goods, whether alone or in combination, are suitable and sufficient for your purposes, and whether your operating conditions will enable any goods to reproduce their test performance.

**b**) All conditions and/or warranties which might be implied under Section 13, 14 and/ or 15 the Sale of Goods Act 1979, as amended or by any other Statute amending or replacing the same, are hereby expressly excluded.

#### 7. DESPATCH

The time given for despatch is to date from receipt by us, both of a written order to proceed upon these terms and of all necessary information to enable us to put work in hand. Unless the date of despatch has been guaranteed by us in writing and you have suffered loss as a result of delay in despatch and there is a written agreement whereby we are liable for liquidated damages, all liability of our part for failure to achieve despatch has been guaranteed or not. Should despatch on any work or service to be carried out by us be hindered or delayed by you, your servants or agents, whether directly or indirectly, any loss or damage caused to us shall be reimbursed by you and shall constitute an increase in the contract price.

#### 8. FORCE MAJEURE ETC.

Our performance of any term of any contract and in particular but without prejudice to the generality of the foregoing, of any guarantee of any delivery, is open to variation by agreement and in default of agreement any contract is subject to cancellation by us in the event of act of God, war, civil commotion, strike, lock-out. Government order or regulation, national or local emergency, fire, flood, drought, tempest, fog, accident, shortage or non-supply of materials or labour or transport and without prejudice to the generality of the foregoing in the event of any other matter beyond our control, which causes major disruption of or which prevents our performance, such disruption or prevention to be within our sole and unchallengeable judgement.

#### 9. DELIVERY

a) We shall be entitled to deliver and invoice all and any goods by instalments and any such goods shall be deemed to be the subject of a severed and separate contract.
b) Unless otherwise agreed in writing, we shall have the right to choose the mode of delivery which will normally be the most economical means of transport. If you require delivery by any special or different form of transport, any additional cost shall be payable by you, on invoice.

### **10. TERMS OF PAYMENT**

a) In respect of all sums payable to us, time of payment shall be of the essence and unless other terms are expressly agreed in writing, our terms of payment are nett cash payment in full within one month following the month of invoice. No discount, set-off or allowance may be made unless expressly agreed in writing by us. Where goods are supplied in instalments or at different times, each may be invoiced separately whether or not the proportionate price thereof has been agreed.

**b**) If you fail to comply with our terms of payment, without prejudice to our other rights we reserve the right to discontinue forthwith the provision to you of any further goods or services whatsoever under any agreements then existing between us without any liability whatsoever on our part and to treat or defer treating any or all agreements as repudiated by you. Upon discontinuance and before acceptance of repudiation, we shall be entitled to make a charge payable forthwith for that part of the cost of any contract already incurred by us together which would have been obtained, less the scrap value of any item retained.

c) Further or alternatively we shall be entitled at our sole discretion to make a surcharge upon all sums remaining unpaid after the due date at a rate not exceeding 5 per cent per annum above Lloyds Bank Base Lending Rate calculable from day to day with monthly rests.

#### **11. RETENTION OF TITLE AND TRANSFER OF RISK**

a) Goods supplied by us shall be at your risk immediately on delivery to you or into custody on your behalf and you should be insured accordingly.
b) Property in goods supplied hereunder will pass to you when: i) the goods the subject

b) Property in goods supplied hereunder will pass to you when: i) the goods the subject of this contract: and ii) all other goods the subject of any other contract between us and you which at the time of payment of the full price of the goods sold under this contract, have been delivered to you but not paid for in full, have been paid for in full.

c) Until full payment has been received by us, you shall hold the goods in fiduciary capacity for us in a manner which enables them to be identified as our goods and you shall immediately return the goods to us should our authorised representative so request. All the normal incidents associated with a fiduciary relationship shall apply.

d) Your right to possession of the goods shall cease if you do anything or fail to do anything which would entitle a Receiver, Liquidator or Administrator to be appointed in respect of your trustees to take possession of any assets or would entitle any person to present a petition for winding-up.
e) You grant us an irrevocable license to enter at any time any vehicles or premises

e) You grant us an irrevocable license to enter at any time any vehicles or premises owned or occupied by you or in your possession for the purpose of repossessing and removing any such goods.

f) You must ensure that if the goods are or become affixed to any land or building they shall be capable of being removed without material injury to such land or building and to take all necessary steps to prevent title to the goods from passing to the landlord of such land or building. You shall warrant to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify us against all loss damage or liability we may incur or sustain as a result of such affixation or removal.

g) Notwithstanding paragraph c) hereof, you shall be permitted to sell the goods to third parties in the normal course of business. In this respect you shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for us in a manner which enables proceeds to be identified as such. We as Principal shall remunerate you as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the sum, stipulated under the original contract of supply, which will satisfy the Principal.

**h**) If our goods are admixed with goods the property of any person other than you, the product thereof shall be deemed to be owned in common with that other person.





I) You are licensed by us to process the said goods but in so doing confirm a bailment for processing relationship with us. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as our property as bailer. J) If any of the material supplied is incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with us until such payment has been made. Any sale of such goods shall take place upon commission agency terms. We as Principal shall remunerate you as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the price which will satisfy the Principal.

#### **12. CANCELLATION OF ORDERS**

The Company reserves the right not to accept cancellation of orders. Where cancellation is accepted the Company will charge the customer a 30% handling charge of the net order value subject to a minimum handling charge of £20 per order. Under no circumstances will cancellations be accepted for items specifically

manufactured or ordered by the customer.

#### 13. RETURN OF GOODS

The Company reserves the right not to accept the return of goods. Where return is accepted this can only be as a result of our own internal complaint procedure and must be confirmed in writing prior to acceptance of return of goods.

On receipt of the returned goods a credit note will be raised for the net order value less a 30% handling charge subject to a minimum handling charge of £20 per credit note. Under no circumstances will return of goods be accepted for items specifically manufactured for the customer.

#### **14. DELAY AND STORAGE**

If we are not given forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch you shall take delivery at the premises from which the goods are available for despatch or arrange storage. If you do not do so, delivery shall be deemed to have occurred and we shall be entitled to arrange and charge for storage wherever we choose as your agents and at your risk and all charges, storage, insurance and demurrage shall be payable by you on invoice. All payments shall be due as if delivery has been made and until all payments due from you to us have been made we shall have a general lien on the goods.

#### **15. LOSS OR DAMAGE IN TRANSIT**

When the price quoted includes delivery we will repair or replace the goods lost or damaged in transit free of charge provided that both the carriers and ourselves receive notification of such loss or damage within 3 working days of the delivery of the goods or the receipt of the invoice charging for those goods, followed by written confirmation within 7 days of such an event but all other liability on our part is hereby expressly excluded.

#### **16. CLAIMS FOR SHORTAGES ETC**

In the event of incomplete delivery arising otherwise than through loss or damage in transit, we shall be under no liability whatsoever unless we receive notification of all relevant details within 3 days, followed by confirmation in writing within 7 days of delivery and in no circumstances will we be liable for any indirect or consequential losses.

#### **17. OUR LIABILITY**

a) Subject to Clause 19 in the case of goods not of our manufacture, whether they constitute or form part of goods supplied by us, all liability whatsoever on our part, save liability for death or personal injury resulting from our negligence, is hereby expressly excluded and without prejudice to the generality of the foregoing, all such liability for loss and damage howsoever arising whether caused directly or consequentially is hereby excluded, but we will use our best endeavours to ensure that any benefit available to us in respect of goods supplied to us is made available to you.

**b**) In the case of goods of our own manufacture, we will make good, by repair or, at our option, by the supply of replacement goods, defects which after proper use appear in the goods within a period after delivery or deemed delivery which arise solely from faulty design, materials or workmanship on our part, provided always that defective goods or parts of goods are promptly returned by you at your expense to our works unless otherwise agreed in writing. Repaired or replacement parts will be delivered by us in accordance with Clause 9(a) and (b) where by agreement with you we cause one of our servants or agents to carry out work of repair or replacement at your premises, we shall have the right to charge for the whole or any part of the cost and overheads involved in such additional services, which shall be payable on invoice.

c) We shall not be liable, either in part or in full, for any claim whatsoever for failure of products or fabrications to meet specifications or performance criteria of any form or type. It is expressly the responsibility of the buyer to determine that use of the products supplied by us are fit for the purpose to which you put them.

**d**) We shall not be liable in any manner whatsoever to the buyer for any loss of profit, market or contract or for any consequential loss sustained or alleged to be sustained by the buyer.

e) We shall not be liable for the cost of removal and/or replacement of weld material proven or suspected to be unsuitable for the purpose to which it was put by the buyer or its customer whether or not this is due or believed to be due to failure of the Company's products to meet specifications or performance criteria claimed by the Company.
 f) In no case whatsoever shall the liability of the Company exceed the price of the Goods sold.

#### **18. PATENTS**

a) We will indemnify you against any claim for infringement of Letters Patent, registered design, trade mark or copyright obtaining at the date of delivery or deemed delivery caused by the use of any goods or documents supplied by us to you and against all costs and damages which you may incur in any action for such infringement providing that this indemnity shall not apply to any infringement resulting from a design, requirement, specification or instruction given by you or on your behalf or from use in a manner or for a purpose other than one expressly made known to us at the time of agreement or from use in a foreign country or from use in combination or association with any other goods not supplied by us, provided further that this indemnity is conditional upon prompt notice being given to us by you in writing of any allegation whatsoever of an infringement and also that we may conduct any dealings, negotiation or litigation arising there from in such manner as we may deem appropriate whether in your name or in our own.

**b**) Where goods are supplied to meet your design, requirement, specification or instruction, and the same or any of them because any infringement as aforesaid you will indemnify us against all claims whatsoever made against us and the costs thereof provided we give you prompt notice of any allegation of infringement.

### **19. LIABILITY FOR ACCIDENTS AND DAMAGE**

If our servants or agents are on site for the fulfilment of any agreement, not withstanding the provisions of Clause 17, we will at our option effect repairs or indemnify you against damage or injury directly caused to your servants or agents or to your property by our servants or agents negligence while working on site, but not otherwise, provided that: **a**) Our total liability hereunder for damage to property, whether involving a breach of contract or statutory duty or not, shall not exceed £100,000 or the price of the goods or services, whichever is greater, and **b**) We shall not be liable to you for any loss of profit or loss of contracts or for any

 b) We shall not be liable to you for any loss of profit or loss of contracts or for any indirect or consequential losses whatsoever and howsoever arising, and
 c) Save as provided in Clause 17 we shall not be liable for any damage or injury occurring after our servants or agents have left the site.

#### 20. TIME OR INDULGENCE

Our rights shall not be prejudiced, waived or affected by any time, forbearance or indulgence extended by us, our servants or agents to you, your servants or agents.

#### **21. TERMINATION RIGHTS**

 a) Without prejudice to our other rights and remedies we shall be entitled to terminate any agreement with you forthwith on the happening of any of the following events:
 i) Your failure to pay any sums due to us on the due date in respect of any agreement.
 ii) Your breach of any condition of any agreement with us.

iii) if you have a Receiver or a Receiver and Manager appointed, or if you go into any form of liquidation, or enter into a composition with your creditors or commit an act of bankruptcy or are the subject of distress or if execution is levied against you. iv) You cease to be able to pay your debts as and when they fall due.

b) In the event of termination, without prejudice to our other rights and remedies we shall be entitled:

 to enter upon premises in your possession occupation or control or to which you have any right of access and to repossess any goods beneficially owned by us.
 To be paid all sums then due to us by you in respect of all goods and services

whatsoever provided by us to you. iii) To retain all goods still in our possession or stored on your behalf and to dispose of any interest or title therein.

iv) to be paid forthwith on invoice the loss of profit and actual cost of work service and materials of partially completed goods giving credit for such value if any as they may have for us or for the net proceeds of their disposition and to be paid forthwith on invoice the contract price due in respect of completed goods whether delivered or not, less whichever shall be the lesser of their proceeds of sale or the value of their materials.

#### 22. LEGAL CONSTRUCTION

This agreement shall be governed by and construed in accordance with English Law and each party to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under the agreement.

#### 23. TERMS AND CONDITIONS OF PURCHASE

For details on GCE (Gas Control Systems) Ltd conditions of purchase, please obtain document ref. T&CPRv1/1/96.

GCE Group is one of the world's leading companies in the field of gas control equipment. The headquarters are in Malmö, Sweden, and the two major supply units are located in Europe and Asia. The company operates 15 subsidiaries around the world and employs more than 850 people. GCE Group includes four business areas – Cutting & Welding, Process Applications, Medical and High Purity. Today's product portfolio corresponds to a large variety of applications, from single pressure regulators and blowpipes for cutting and welding to sophisticated gas supply systems for medical and electronics industry applications.

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