

# Hollinbrow Precision Products (UK) Ltd Conditions of Contract

- 1) **GENERAL**  
"The Company" referred to in the following conditions means "Hollinbrow Precision Products (UK) Limited" and "the Purchaser" means the person, firm or company contracting with "Hollinbrow Precision Products (UK) Limited".
- i) All quotations are made and all orders are accepted subject to the following conditions. All other conditions contained in any order or otherwise are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- ii) In these conditions the expression "Goods" shall mean plant, materials, equipment or any part thereof supplied by the Company and the expression "Services" shall mean all works of design, repair or supervisory services and any other act to be performed by the Company.
- 2) **VALIDITY**  
Quotations are not offers and no contract is deemed to come into existence unless and until the purchaser's order to carry out the services or supply the material specified in a quotation is accepted by the Company in writing.
- 3) **TERMS OF PAYMENT**
- i) Unless otherwise agreed terms of payment by the purchaser shall be Net cash payable within 30 days from the date of invoice.
- ii) Time for payment shall be of the essence of the contract and the Company shall be entitled to charge interest of the equivalent to the base rate of the Company's bankers on all overdue accounts and in addition may postpone fulfilment of its own obligations and suspend work until such overdue payment is made.
- iii) No dispute arising as to quality performance of the goods or Services or defects or omissions shall entitle the Purchaser to delay payment unless the company shall agree liability thereon in an agreed sum or shall have been found liable by a court of competent jurisdiction.
- 4) **PRICES**
- i) All prices quoted are NETT unless otherwise stated and exclude V.A.T.
- ii) All prices quoted for Goods or Services are subject to fluctuation in the cost of labour, materials, transport, overheads, currency exchange rates, taxation, Government Orders and Regulations, whether new or existing, and any increases in such costs after the date of quotation and up to the date of delivery will be added to the contractors price. Prices charged will be those ruling at the date of despatch.
- iii) The Company reserves the right to make an additional charge in respect of variations requested by the Purchaser to the terms and specifications of the contract or for work to be carried out other than during normal working hours.
- 5) **RISK AND TITLE**
- i) Risk shall pass to the Purchaser when the goods or a relevant part thereof leave the premises of the company for the delivery to the Purchaser notwithstanding that the company may arrange delivery so that the Purchaser is responsible for all subsequent loss, damage or deterioration.
- ii) (a) Title in the goods or any part thereof shall pass to the Purchaser when payment in full thereof has been made or when the company serves written notice upon the Purchaser specifying that title good or such part thereof has passed whichever shall be the earlier in time and the Purchaser shall permit the servants or agents of the Company to enter onto the Purchaser's premises and to repossess the goods at any time prior thereto.  
(b) The Purchaser shall only be at liberty to sell the goods purchased from the company prior to the passing of title on the understanding that if the Purchaser does sell the goods then the Purchaser will hold on trust for the Company so much of the proceeds of sale received by the Purchaser under contracts which include any of the goods hereby sold either in their original or altered state as are necessary to discharge payment in full to the Company.
- 6) **DELIVERY AND DELAY**
- i) Time for delivery and performance is given in good faith as accurately as possible but it is not to be of the essence of the contract. The Purchaser shall have no right to damages or to impose penalties or to cancel the order for delay from any cause unless agreed by the Company in writing.
- ii) Time for delivery and performance shall in every case be conditioned upon receipt of final instructions being obtained from the Purchaser within seven days of the date of the Purchaser's written order and all necessary approach by the Purchaser being obtained forthwith upon request.
- iii) The Purchaser shall notify the Company in writing of all necessary forwarding instructions within seven days of notification that the Goods are ready for despatch. The Company will endeavour to comply with reasonable requests by the Purchaser for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Purchaser shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the goods in accordance with these conditions.
- iv) Dates quoted for delivery of orders refer to dates upon which the Goods are ready for despatch.
- v) Unless otherwise specified delivery shall be made of all Goods to the nearest convenient unloading point (either road or rail) to the Purchaser's works or appropriate site and the Purchaser shall be responsible to notify the Company of any restrictions of access such as weight, width, height or loading hours for unloading vehicles or containers. The Company shall have the sole right to determine the relevant loading point.
- vi) If deliveries are required over an extended period each consignment shall be considered as a separate transaction and invoiced separately.
- vii) Time for delivery shall, in every case, be conditional upon the goods remaining unsold at the time of receipt of the Purchaser's order at the Company's works.
- 7) **DAMAGE IN TRANSIT, NON-RECEIPT, RETURNED GOODS**
- i) The Purchaser on delivery shall examine all goods and materials. The Company shall not be liable for claims in respect of shortage or damage in transit unless the Carrier and the Company is notified in writing within three days of delivery or in the case of non-delivery notice in writing is given in respect thereof with the company or its subcontractor. In the absence of written notice the Goods will be deemed to have been received in the correct quantity and free of defects which would have been apparent in inspection. All prices quoted are NETT unless otherwise stated and exclude V.A.T.
- ii) Credit for shortage or damage will only be allowed when the Company's conditions in the preceding sub clause are met.
- iii) In the event of the Purchaser wishing to return goods for any reason whatsoever permission for such returns must be obtained from the Company in writing.
- 8) **CANCELLATION**  
Cancellations will only be accepted by the Company on condition that the costs and expenses and the loss of profits and other loss of damage sustained by the Company (as to which in the absence of agreement between the Parties and Certificate and the Auditor of the Company shall be conclusive) will be reimbursed by the Purchaser to the Company forthwith.
- 9) **RECTIFICATION**  
Except in accordance with Condition 13 or otherwise agreed in writing the Company shall be liable for the cost of rectifying Goods or Services.
- 10) **LIABILITY**
- i) Where the company is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods the Company shall not be liable in any circumstances in respect of death or personal injury and under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with installation of repaired or substituted goods) loss of profits or damage to property
- ii) Without prejudice to sub-paragraphs (i) of this Condition where the Goods are supplied for the purpose of a business the Company liability whether in respect of one claim or the aggregate of various claims (other than claims for death or personal injury due to negligence on the part of the Company) shall not exceed £500,000 and the Purchaser agrees to insure adequately to cover such claims in excess of such amount.
- iii) Without prejudice to sub-paragraph (i) above of this condition where materials are supplied by the customer for processing by the Company such materials shall remain at the risk of the customer and under no circumstances whatsoever shall the Company be liable for any loss or damage either direct or consequential
- 11) **DESCRIPTION, DRAWINGS, DATA, CONFIDENTIAL INFORMATION**
- i) All documents and other information supplied by the Company are supplied on the express condition that the Purchaser will not without the written consent of the Company give away, lend, exhibit or sell any such documents or extracts there from or copies thereof.
- ii) All illustrations, weights, measures, temperatures, capacities and performance schedules contained in the Company's printed brochures and sales literature form no part of the contract.
- The Purchaser shall be responsible for the accuracy of all information and drawings supplied by it and the Company shall not be under any responsibility to check the accuracy thereof
- Copyright in respect of all drawings and other documents prepared by the Company shall vest in and remain the property of the Company.
- 12) **TRADE MARKS, PATENT, COPYRIGHT**  
Where the Goods or Services consist of any articles to be manufactured altered or worked upon by the Company in accordance with the design specification or instruction of the Purchaser. The Purchaser warrants that any such articles shall not in any way infringe any letter patent, copyright or any other protection substituting in favour of third parties and agrees to indemnify the Company against all actions claims and demands, including any costs and expenses incurred by the Company. In the event of any claims being made against the Purchaser in respect of infringement of letters patent copyright or other protection in respect of Goods or services designed and supplied by the Company, the Purchaser shall inform the Company immediately. Thereupon the Company shall be at liberty at its absolute discretion to conduct all negotiations for a settlement of any such claim or any litigation or proceedings which may arise therefrom.
- 13) **GUARANTEE**
- i) Save as otherwise provided by the other conditions of these Conditions sections 10 to 12 of the Sale of Goods Act 1979 are to be implied into this contract.
- ii) In the event of the condition of the Goods being such as might or would (subject to these conditions) entitle the Purchaser to claim damages or to repudiate the contract the Purchaser shall not then do so but shall first ask the Company to repair or supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective goods and to supply satisfactory substitute Goods free of charge and within a reasonable time. If the Company does so repair the Goods or supply satisfactory substitute Goods the Purchaser shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the effective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.
- 14) **FORCE MAJEURE**  
The Company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God government restriction or control or by reason of any act done or no done pursuant to a trade dispute whether such dispute involves the Company's servants or not or by reason of any other act matter or thing beyond the reasonable control of the Company.
- 15) **WRITTEN TRADE REFERENCES**  
The Purchaser shall, if required by the Company, provide two satisfactory trade references.
- 16) **LICENCES, REGULATIONS, BYE-LAWS**  
No responsibility is accepted by the Company for failure to comply with any statutory or other regulation of local bye law affecting the siting use operation or construction of the Goods. All approvals required shall be obtained by the Purchaser.
- 17) **LAW AND JURISDICTION**  
The contract shall be governed and construed in all respects in accordance with the laws of England and shall be subject only to the jurisdiction of the English courts.
- 18) **RIGHT OF SET-OFF AND COUNTERCLAIMS**  
No right of set-off shall exist in respect of any claims by the Purchaser against the Company unless such claims are agreed by the Company in writing and the Purchaser shall not withhold all or any part of any payment which has become due to the Company for work done.
- 19) **ASSIGNMENT BY THE PURCHASER**  
The Purchaser shall not make any composition or arrangement with or assignment for the benefit of his creditors in respect of the Company's Goods or Services without the Company's agreement in writing.
- 20) **TEST CERTIFICATE**  
The Company shall not be obliged to provide test certificates unless the Purchaser requests such certificates within a reasonable time in advance of delivery and the Company shall be allowed to charge a reasonable fee for such certificates.
- 21) **EXCESS/SHORTAGES**  
The Company will make every effort to supply the quantities stipulated on the Purchaser's Order to a tolerance of plus or minus 10% on quantities over 100 kilos. Plus or minus 20% on quantities between 51-100 kilos and plus or minus 30% on quantities for 50 kilos and below.
- 22) **RETENTION OF PAPERWORK & DOCUMENTATION**  
All paperwork and documentation will be retained for a max period of five years from date of documentation.
- 23) **DATA PROTECTION**  
In order for The Company to open a credit account facility The Buyer will sign to confirm acceptance that personal data relating to the principal(s) of the organisation and the organisation may be required.

All goods will be charged by weight, item count or unit of measurement supplied