

Conditions Of Sale

Hartle IGE Ltd. – herein called the Seller

1. **Conditions.** All quotations and tenders are submitted and all orders and contracts are accepted subject to the following conditions to the exclusion of all others. In the event of any conflict or inconsistencies between these conditions and the terms or conditions on a customer's enquiry, order or acceptance, these conditions shall prevail unless otherwise expressly agreed and confirmed to us in writing.
2. **Quotations.** All quotations are valid for thirty days unless otherwise stated on the quotation. All quotations are subject to confirmation on receipt of order and items from stock are offered subject to being unsold when the order is received. Under no circumstances can we accept the cancellation of any orders received against quotations for non-standard items manufactured to customers' instructions. We reserve the right to refuse an order. A minimum order value may apply at time of placing order.
3. **Acceptance.** The acceptance of the seller's estimate or tender must be accompanied or immediately followed by written information to enable us to proceed with the order forthwith and a remittance for the amount of any deposit stipulated. We reserve the right not to commence work until official confirmation has been received.
4. **Payment.**
 - (a) Terms of payment are usually nett cash against monthly account unless otherwise stated, but we reserve the right at any time before delivery to enquire as to the customer's credit standing and to demand cash before delivery if we see fit. We will require cheques to be cleared prior to despatching goods. Other terms of payment will be as quoted at time of enquiry.
 - (b) Payment of goods is due in £ sterling. Time for payment shall be of the essence. The Buyer shall make all payments due in full without any deduction whether by way of set-off, counter claim discount or otherwise. If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer shall be liable to pay interest to the company on such sum from the due date at the annual rate of 5% above base lending rate from time to time of Barclays bank accruing on a daily basis until payment is made in full. The Seller reserves the right to claim interest under the late payments of commercial debts (Interest Act 1998).
5. **New Account.** Any buyer with whom we have not previously done business, and who wishes to open a ledger credit account, should provide two acceptable trade references and Banker's reference, and in default thereof our terms would be cash against pro-forma invoice. The Sellers reserve the right to refuse any credit account or to withdraw such credit account at any time in their absolute discretion. In the event that an account is withdrawn the Buyer will pay to the Seller the outstanding balance on the credit accounts within 14 days of the withdrawal of the same.
6. **Price Fluctuation.** The Seller reserves the right to invoice all goods at the price prevailing at the date of receipt of written order in accordance with our current price list, or in the case of non-standard items made to the Buyer's special requirements, at the price(s) quoted at the time of enquiry.
7. **Extra Cost.** In the event of suspension of the work by the Buyer's instructions or lack of instructions, the contract price may be increased to cover any extra expense thereby incurred by the Seller.
8. **Cancellations.** Orders shall not be cancelled or amended except with the Seller's written consent and upon terms which indemnify us against loss. A handling charge of 15% of nett invoice value plus VAT and carriage will be levied where goods are returned for any reason other than warranty claims.
9. **Limits of Contract.** Any goods or accessories supplied, or work carried out beyond the scope of their contract are to be treated as extras to the contract and will be charged at prevailing prices and rates.
10. **Drawings etc.** All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or marketing material are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract and this is not a sale by sample.
11. **Performance and Compatibility.** Any performance facts or figures given by the Seller are based upon our experience and are such as we expect to obtain on tests. We can accept no liability if these figures are not obtained unless we specifically guarantee them in writing. The Buyer assumes liability for the capacity and performance of the goods being sufficient and suitable for his purpose, and for his premises being suited to the installation and operation of the plant, machinery or equipment. The material composition of all standard items is available on request if not already outlined in our descriptive literature. The suitability of the application of any product for the Buyer's own purpose is established at the risk of the Buyer.
12. **Despatch.** Unless otherwise agreed in writing by the Seller, delivery of the goods shall take place at the Buyer's place of business. The Buyer shall take delivery of the goods within 30 days of the Seller giving it notice that the goods are ready for delivery. Any dates specified for delivery of the goods are intended to be an estimate and time of delivery shall not be made of the essence by notice. If no dates are so specified delivery shall be within a reasonable period of time. The Seller shall not be liable for any direct, indirect or consequential loss including the loss of profit, loss of business or pure economic loss or any such similar loss, cost damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods even if caused by the Seller's negligence. If the Buyer fails to accept delivery of the goods or the Seller is unable to deliver the goods because the Buyer has not provided adequate instructions, then the risk in the goods shall pass to the Buyer and the goods shall have been deemed delivered and the Seller may store the goods until eventual delivery at the Buyer's cost. The Seller may deliver the goods by separate instalments and each instalment shall be a separate contract and no cancellation or terminations of one contract shall entitle the Buyer to repudiate or cancel any other contract or instalment.
13. **Conditions of Warranties.** Save as hereinafter provided no condition or warranty is expressed or is to be implied as to quality or fitness for any purpose or as to correspondence with description or sample or as to merchantableness either with regard to the goods to be supplied or as to any parts or material in their manufacture. The Sellers must be given a reasonable opportunity after receiving notice from the Buyer of a defect in relation to the goods, to examine the goods to ascertain whether there is in fact any defect. The Seller will not be liable for breach of any warranty in the event that the Buyer makes further use of the goods after giving notice of any defect or a defect arises because the Buyer failed to follow the Seller's instructions as to storage, installation, commissioning use or maintenance of the goods or good trade practice or, the Buyer alters or repairs the goods without written consent of the Seller. The Seller's total liability in relation to any claim whatsoever arising from the Contract with the Buyer whether for loss or profit, business, depletion of goodwill or any direct or indirect consequential loss or claim for any compensation shall be limited to the Contract price.
14. **Guarantee.** All goods are guaranteed against defective workmanship and material for a period of 12 months from the date of invoice, subject to it being used on a normal single shift basis only, provided that the Seller's liability in respect of any defect in any part of the goods supplied proved to be defective is limited to making good by replacement or repair at the Seller's option but free of charge and provided always that such defective part be returned to the Seller. The Seller accepts no responsibility to consequential damages of any kind or for any breakage or replacement necessary when due to wear or by reason of any negligence or fault of the operator or any other person. In case of equipment or parts thereof not of the Seller's manufacture, whether incorporated in the Seller's equipment or not, the customer is entitled only to such benefits as the Seller receives under any guarantee given to the Seller in respect thereof. This guarantee shall not apply to any second-hand machines or parts thereof, or consumable items.
15. **Delivery.** Unless otherwise specified in the Seller's estimate or tender, the price quoted is 'ex-works'. Carriage terms will be as stated on the prevailing price list. Where the Seller agrees to effect delivery, the method of transport shall be at the Seller's option, unless otherwise specified by the Buyer. Delivery charges shall be an extra to the contract and shall be paid to the Seller by the Buyer accordingly. The Seller must be advised within 10 days of date of invoice if delivery of goods has not been effected. The Seller will be unable to assist with any claim after this period.
16. **Acceptance of Goods.** Every care is taken, but it must clearly be understood that the Seller's responsibility ceases with delivery to carriers, ex-works, after which no liability attaches to us in respect of loss, damage or delay, however arising, which may subsequently occur. In the event of any evidence of damage to goods, the carrier's delivery note should not be signed and acceptance of receipt of the consignment should be refused. A signature for receipt must not be given unless all items in the consignment have been inspected thoroughly. The Seller will be unable to assist with any claim arising where goods have been accepted and signed for as received in good condition. In any case, any query relating to the condition of goods received must be referred to the Seller within 48 hours of receipt of the consignment.
17. **Custody of Goods.** The Buyer is responsible for safe custody and storage or damage (however caused) to or theft of any goods plant or material (including tools used in erection) from the time such items are delivered to the site and notwithstanding that the property in the goods, etc., may not have passed to the Buyer.
18. **Title.** The goods are at the risk of the Buyer from the time of delivery. Ownership of the goods shall not pass to the Buyer until the Seller has received in full payment for the goods and all of the sums which are or which become due to the Seller from the Buyer on any account. Until ownership of the goods has passed to the Buyer, the Buyer shall hold the goods on a fiduciary basis as the Seller's bailee and store the goods separately from all other goods so as to be readily identifiable as the Seller's property. The Seller must maintain the goods in a satisfactory condition and keep them insured on behalf of the Seller for their full price against all risks and upon request produce a copy of the insurance policy. The Buyer's right to possession of the goods shall terminate in the event of any event of insolvency referred to in clause 21 below.
19. **Default.** Should default be made by the Buyer in paying any sum due under any order as and when it becomes due, the Seller shall have the right either to suspend all further deliveries until the default is made good or to cancel the order so far as any goods remain to be delivered thereunder.
20. **Force Majeure.** The Seller will not be liable for any delay in performing or failure to perform any of its obligations under any contract for the supply of goods or services where the delay is due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of the contract and the time for performance of the affected obligation shall be extended by such period as shall be reasonable.
21. **Bankruptcy.** The Buyer's right to procession of the goods shall terminate immediately if the Buyer has a bankruptcy order made against him or makes any arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors or, being a body corporate convenes a meeting of creditors whether formal or informal or enters into liquidation whether voluntary or compulsory except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation or has a receiver and/or manager, administrator, or administrative receiver appointed on its undertaking or any part thereof or documents are filed with the Court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administrator order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possibly bankruptcy of the Buyer. Further, if the Buyer suffers or allows any execution whether legal or equitable on its property or encumbers or in any charges any of the goods then in all such events the Seller shall be entitled to recover payment for goods notwithstanding the ownership of any goods not passed from the Seller and the Buyer grants the Seller's agents and employees an irrevocable license at any time to enter any premises where the goods are or may be stored in order to inspect them and if necessary to recover them. In the event that the Seller is unable to determine whether any of the goods are the goods in respect of which the Buyer's right to possession is terminated, the Buyer shall be deemed to have sold all the goods in the order in which they were invoiced to the Buyer. Upon termination of the Contract howsoever caused, the Seller's rights contained in this clause shall remain in effect.
22. **Legal Construction.** The contract shall in all respects be construed and operate as an English contract and shall be governed by English law.
23. **General.**
 - (a) The Buyer acknowledges he has not relied upon any statement, promise or representation made or given on behalf of the Seller.
 - (b) Each right or remedy of the Seller under the Contract is without prejudice to any other right.
 - (c) If any of these conditions are found to be void or voidable or unenforceable, then these are deemed to be severable from the remaining provisions of the conditions of the sale and the remainder of such provisions shall continue in full force and effect.
 - (d) The Seller and the Buyer do not intend any term of the Contract to be enforceable by virtue of the Contracts (Rights of Third Parties Act 1999) by any person that is not a party to it.
 - (e) Any waiver by the Seller of any breach of any of these conditions of sale shall not be deemed a waiver of any subsequent breach or default.
 - (f) All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post and shall be deemed to have been received if sent by pre-paid first class post, two days after posting and if delivered by hand, on the day of delivery.