

## **HOLLIN APPLICATIONS Ltd. TERMS AND CONDITIONS**

It is important that you read these terms and conditions as any orders placed on Hollin Applications Ltd. will be deemed to comply

### **APPLICATION**

1 (a) These conditions apply to all quotations, offers and contracts for the sale of goods by Hollin Applications Ltd. , whose registered offices and works are situated at 'The Station', Wolsingham, Bishop Auckland, Co. Durham. DL13 3BL(the "Seller").

(b) In these conditions the "Buyer" means the person, firm or company who has ordered or agreed to purchase goods from the Seller.

### **ORDERING**

2 (a) Any order submitted for any goods is a binding offer to purchase those goods on these conditions. Verbal orders are accepted only at the Buyer's risk and the Seller's interpretation of any verbal instructions will be considered and agreed by the Buyer to be correct and valid.

(b) All terms and conditions of the Buyer are hereby excluded.

(c) A quotation by the Seller does not constitute an offer.

(d) Any offer by the Seller to sell any goods is open for acceptance for 14 days from and including the date of that offer unless otherwise specified in such offer.

(e) The Buyer shall not be entitled to cancel or modify any order submitted by it or to return any goods delivered by the Seller without the Seller's written consent.

(f) If the Seller agrees to cancellation or return, the Buyer shall be liable to pay to the Seller an amount as specified by the seller (minimum of 25% of invoice value of goods or £25 whichever is the greater) together with all costs of handling, carriage, insurance and packing in relation to delivery of the goods and arranging for return of the goods to the Seller. Any credit amount due to the buyer is not refundable but will be held by the seller to be set against future invoicing.

### **PRICE**

3 (a) Unless otherwise agreed, the price for any goods shall be the Seller's advertised list price at the time the goods are invoiced to the Buyer.

(b) The Seller may vary the price of the goods by a reasonable amount attributable to a change in or insufficiency of the Buyer's instructions or specifications and/or to be in line with the prices ruling at the date of invoice.

(c) All prices are exclusive of value added tax and any other taxes and duties which will be payable in addition at the rate current at the time of invoice.

(d) Where specifically stated, the prices for the goods include carriage, packaging, and other delivery costs for delivery of the goods in a single consignment to a United Kingdom mainland address, during normal working hours as operated by the Supplier. Otherwise and also the costs of delivery of the goods elsewhere or in more than one consignment shall be an additional charge to the Buyer.

(e) The Seller shall be entitled to decide the method of carriage. If the Buyer requests a method of carriage, then it shall pay for any additional charges, costs and expenses incurred by the Seller, in arranging for carriage by a different method.

#### SPECIFICATION

4 (a) The Buyer acknowledges that the goods are subject to a continuing process of change and development and that the goods may not comply in all respects with the technical specifications set out in the Seller's catalogues or elsewhere, or be identical in all respects with goods of the same type previously supplied.

(b) The Seller reserves the right to make unilaterally and without prior reference to the buyer any reasonable change to any specification of the goods prior to despatch.

(c) The Buyer acknowledges that all specifications and details in all catalogues, quotations, acknowledgements and web sites, are approximate only and do not form part of the contract.

#### DELIVERY

5 (a) The Seller will use its reasonable endeavours to deliver goods by the agreed delivery dates or if no dates are stated, within a reasonable time.

(b) All delivery dates are estimates only and time of delivery is not of the essence.

(c) The Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

(d) The Seller shall not be liable for late delivery or non-delivery owing to any circumstance beyond its reasonable control (including any delay, act or omission of a third party carrier used by the Seller) and delivery of any goods shall be suspended for so long as such circumstance lasts.

(e) The Seller shall be entitled to withhold delivery of any goods where any amounts payable by the Buyer to the Seller are overdue on any account whatsoever, without allowing termination of the outstanding balance of the order by the buyer.

(f) If the Buyer refuses to accept delivery of the Goods, the Buyer shall in addition to the price, pay the Seller's costs incurred in returning and storing or otherwise disposing of the goods.

#### RISK

6. Risk in the goods shall pass to the Buyer on delivery to the Buyer or its agent, representative or carrier.

#### INSPECTION

7 (a) The Seller shall not be liable for total loss in transit, unless non-delivery is notified to the Seller within 3 days after the Seller has despatched its delivery advice note.

(b) The Buyer shall inspect the goods immediately on receipt, and the Seller shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Seller within 3 days from and including the date of delivery.

(c) Where the Buyer notifies the Seller of any non-delivery, defects or shortages, the Seller's only liability shall be at its sole option as soon as reasonably practicable to repair

or replace defective goods, make good any shortages, or to refund to the Buyer the purchase price paid for the goods.

#### PAYMENT

8 (a) Unless otherwise agreed, the Buyer shall pay the Seller's invoices within 30 days after the date of invoice.

(b) The Buyer shall make all payments in full without withholding, deduction or set-off for any reason.

(c) The Seller shall be entitled to charge daily interest on overdue amounts at the rate of 2.5% per month from the due date to the date of payment.

(d) If the Seller has reasonable doubts about the Buyer's ability or willingness to pay, the Seller shall be entitled to suspend performance and to request payment on or before delivery or security for payment before continuing with performance of the contract. Such suspension will not allow termination of the outstanding balance of the order by the Buyer.

(e) All payments are due in the currency as requested in the invoice.

#### TITLE

9 (a) Title to any goods shall remain with the Seller until it has received payment in full in cash or cleared funds for all of the goods in the same order, whether or not the goods are to be delivered and paid for in instalments.

(b) Until title to any goods has passed, the Buyer holds those goods as bailee for the Seller.

(c) In the event that any payment for all or any goods is overdue or is likely to be unpaid, the Buyer shall re-deliver those goods on demand and authorises the Seller to enter any premises to remove those goods.

#### WARRANTY

10 (a) If the Buyer finds a material defect in the goods within 12 months from and including the date of despatch then the Seller will at its sole option as soon as is reasonably practicable repair or replace defective goods or refund to the Buyer the purchase price paid for those goods PROVIDED THAT:

(i) the Buyer informs the Seller within 3 days after the defect was discovered and then proceeds as instructed by the Supplier, including the prompt return, at the Buyer's expense of any goods claimed faulty;

(ii) the defect existed in the goods at the time of delivery of the goods or arose from faulty materials or workmanship, was not reasonably discoverable upon inspection at the time of receipt, and did not result from any modification or alteration of the goods by the Buyer, or from normal deterioration, or from improper or faulty connection, installation, handling, storage or use of the goods by the Buyer, or failure of the Buyer to comply with any instructions provided by the Seller;

(iii) any trade marks or labels on the goods have not been removed or mutilated.

(b) Where the Seller has the benefit of any warranty or guarantee in respect of the goods or any parts or components comprised in the goods, this warranty or guarantee shall

replace the above warranty in so far as the defect relates to such parts or components, and the Seller will use his reasonable endeavours to extend to the Buyer the benefit of that warranty or guarantee.

### LIABILITY

11 (a) The Seller's express liability under these conditions shall be the Seller's only liability and the Buyer's only remedy for breach of this contract for the sale of goods and all other liability of the Seller whether in contract, tort (including negligence), statute or otherwise, is hereby excluded.

(b) The goods are supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purposes. All warranties and representations express or implied, as to the quality or fitness for purpose of the goods are hereby excluded.

(c) In any event, the total liability of the Seller in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise shall be limited to the purchase price for the goods.

(d) In any event, the Seller shall not be liable to the Buyer in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise howsoever, for any consequential, indirect or special losses, any loss of use, profit, business, revenue, or contract, or any liability of the Buyer to any third party.

(e) In any event, the Seller shall not be liable for delay or non-performance of this contract due to any event or circumstance beyond its reasonable control (including act of god, legislation, war, civil commotion, fire, flood, failure of power supply, strike or other industrial action, or any inability to obtain parts or materials).

(f) Nothing in these conditions shall limit or exclude the Seller's liability for death or personal injury resulting from its negligence.

(g) The Buyer shall indemnify the Seller against all actions, claims, costs, damages, expenses and other loss or liability arising out of a defect in the goods to the extent occasioned or contributed to by any act or omission of the Buyer.

### RIGHTS

12 (a) All patents, copyrights, design rights and trade marks, rights to confidence, and all other intellectual property rights, whether registered or unregistered, in any part of the world, in or developed by the Seller in relation to the goods are and shall remain the property of the Seller.

(b) The Seller does not warrant that the import, export, advertisement, or sale of the goods will not infringe the intellectual property rights of any third party, and shall have no liability to the Buyer in such case.

(c) The Buyer shall not remove or tamper with any trade marks or labels attached to the goods.

## NOTICES

13 (a) All notices shall be in writing, and sent by hand, courier, first class post or facsimile to the address of the recipient stated in any quotation, order or acknowledgement of order.

(b) Notices shall be deemed to be received if sent by hand or courier, on delivery, if sent by first class post, on the second day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission.

## LAW

14 These conditions and any contract to which these conditions apply shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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