

## **HELLMA UK LTD CONDITIONS OF SALE**

### **1. Basis of Sale**

1.1 These Conditions of Sale apply to each and every contract, implicit upon the sale of goods from us, Hellma UK Limited, to you, the buyer.

1.2 Any additional terms and conditions of purchase which you may use, shall not be part of any contract between us, unless we agree in writing to accept such additional terms.

1.3 Information, specifications and associated data for our standard products are available in our literature and on our website. Similar information for your custom or configured products will be supplied with our quotations and in our communications with you. Do not rely on information regarding our products supplied by third parties or found elsewhere on the internet.

1.4 Any guidance given by us concerning the suitability of products for your application(s) are based, in good faith, on the information you supply to us, as well as on our material and component suppliers' data and specifications. However, unknown application parameters may restrict the possible areas of use for different products. Therefore, before purchasing or using the selected product, the user must fully examine its suitability for the intended application(s).

### **2. Orders, Acceptance and Cancellation**

2.1 We will sell the goods to you, and you will accept them in accordance with any quotation which we have given to you, and which you have accepted; or in accordance with any order which you have given to us and which we have accepted.

2.2 The quantity, quality, description, and specification of the goods shall be as set out in that quotation or order, or (if none is so set out) as specified in our catalogue that is current at the date you accept our quotation, or we accept your order.

2.3 If we have given you a quotation it will be open for acceptance for 28 days, or such other period as we agree between us, or as specified on the quotation. You should send any Quotations that have passed their validity date for re-validation before placing your order.

2.4 We reserve the right to cancel or withdraw a quotation at any time, with or without notice.

2.5 Orders for standard items may be cancelled up to five working days before their scheduled delivery. If cancelled after this any costs incurred may be charged to you. Orders for non-standard, custom, or configured items can be cancelled, but any costs incurred in administration, design, drawing, engineering, purchasing, stock holding, manufacture, testing, packing, despatch, and any associated processes will be charged to you.

### **3. Price**

3.1 The price payable for the goods is the price stated in our quotation, or the price detailed in our order acceptance.

3.2 If no such price is stated, the price is that shown in our price list, current at the time you accept our quotation, or when we accept your order, if no quotation is supplied.

3.3 We reserve the right to alter our price list from time to time.

3.4 All prices in our price lists and quotations exclude packing, import/export charges, delivery, and insurance costs. In addition, Value Added Tax, where applicable, is charged at the current, standard rate.

#### **4. Payment**

4.1 We shall be entitled to invoice you for the goods as soon as we tell you that they are ready for collection, or as soon as we send them to you.

4.2 In certain circumstances, we may ask you to pay for the goods in advance, or to pay a deposit on our acceptance of your order.

4.3 You must pay our invoices by the end of the month following the date of invoice, that is unless we agree different payment arrangements with you.

4.4 If you do not pay us by that date, we may:

4.4.1 cancel the contract or suspend further deliveries...

4.4.2 or appropriate any payment made by you to any goods as we think fit...

4.4.3 or charge you interest for each month, or part of a month, for which payment remains outstanding, at the rate of 2 per cent above the base rate of Barclays Bank Plc. in force on the last day of each month.

4.5 Payment can be made in either £ Sterling or in € Euros; but must be made in the currency shown on the invoice. Where payment has been agreed in Euros, all bank charges will be borne by you.

#### **5. Delivery**

5.1 We will deliver the goods to you at your premises unless we agree to deliver them to you somewhere else, in which case we will deliver them there.

5.2 We will try to deliver the goods to you by the agreed date; but we shall not be liable to you for any delay, and time shall not be of the essence of the contract.

5.3 Standard inland delivery is by Royal Mail Special Delivery, other services are available by specific arrangement. You can collect items from our business address, in which case full liability for care of the goods is transferred upon collection.

#### **6. Return of Goods**

6.1 We are under no obligation to take back any goods which we sell to you so long as they are in accordance with the contract between us. No goods can be returned to us without authorisation and a completed Returns Authorisation form.

6.2 Where we agree the return of standard items due to incorrect ordering, or any other fault of the customer, there will be a charge made of 10% of the initial price of the goods. Where we do this, we will set off this sum owed to us against any sum which is due to you.

6.3 Non-standard, custom, or specially configured products cannot be returned to us unless subject to a valid warranty claim.

#### **7. Risk and Property**

7.1 You will take over the risk of damage to, or loss of, the goods as defined in clauses 7.1.1 to 7.1.4 inclusive.

7.1.1 If the goods are to be delivered to you at your premises the risk transfers at the time that the goods are received there.

7.1.2 If the goods are to be delivered somewhere else the risk transfers at the time of delivery there.

7.1.3 If you wrongfully refuse to take delivery of the goods then the risk transfers at the time we offer to deliver the goods to you.

7.1.4 If you are collecting the goods from our business address the risk transfers when you, or your collecting agent, pick up or transfer the goods.

7.2 Even though the goods may have been delivered, or been collected, and risk may have passed, the property in the goods shall not pass to you until you have paid the full price of the goods.

7.3 Until property in the goods has passed to you, you shall hold the goods separately from any other goods in your possession and shall keep our goods properly stored, protected, and insured, while clearly identified as being our property. You may sell the goods in the ordinary course of your business but shall account to us with the proceeds of sale (including any insurance proceeds) and shall keep such proceeds separate from any other money in your possession, and clearly identified as belonging to us.

7.4 Until such time as property in the goods passes to you or until you sell them in accordance with the above clause 7.3, we may require you to hand the goods over to us, and if you do not do so, you agree that we may enter your premises, or any other premises where the goods are stored, and repossess them.

7.5 All goods manufactured by us and bearing our name and mark, or contained in packaging bearing our name and mark, which are in your possession at the time when our right to take back goods arises, shall be deemed to be goods supplied by us to you, in which property has not passed unless you can prove otherwise.

## **8. Warranties and Liability**

8.1 We warrant that the goods will correspond with their specification and be of satisfactory quality at the time of delivery.

8.2 Except as provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 If we agree to sell goods to your design or specification it is your responsibility to ensure that the materials from which the goods are made, and the design and specification of the goods, are satisfactory for your purposes, as we will not give any warranty that they are.

8.4 If you claim that any goods are defective or do not correspond with the published specification, for standard products, or the agreed specification for custom and configured products, you must notify us within ten days of delivery or (where the defect was not apparent on reasonable inspection) immediately upon its discovery.

8.5 If you do not refuse delivery or notify us accordingly of defective goods you will not be entitled to reject the goods, we will not be liable to you, and you must pay the invoice price.

8.6 If you notify us of a claim in accordance with these Conditions we may replace or repair the goods (or the part in question), or refund the price of the goods, or an appropriate part of that price, and we shall then have no further liability to you.

8.7.1 Any property of yours, or free issued items, which you leave with us will be used, handled, and stored in accordance with your written instructions and, in the absence of such instructions, at our discretion.

8.7.2 We shall not be liable to you for any loss or damage to such property unless caused by our negligence or because we have not followed your instructions.

8.8 With the exception of death or personal injury caused by our negligence, we shall not be liable to you because of any representation, any express or implied term, any warranty, or condition, or under any common law duty, or in any other way, for any consequential or economic loss whatsoever, which arises out of, or in connection with the supply of the goods or your use of them.

8.9 We shall not be liable to you for any failure to perform any of our obligations, or for delay, for any reason beyond our reasonable control. This includes strikes, lockouts, industrial action, and trade disputes involving our employees or those of a third party.

8.10 Except for liability for death, or personal injury, our liability to you shall be limited to three million pounds.

## **9. Intellectual property rights**

9.1 The sale of the goods does not include the sale or grant to you of any intellectual property rights in, or associated with the goods, or any drawings, instructions, handbooks, or other documents which we may provide.

9.2 The reproduction of any document, drawings, video or electronic presentations or data that we may share with you before, during and after the sale of goods, in whole or in part, for any reason, is not permitted without our written permission.

## **10. Insolvency of buyer**

10.1 If you become insolvent then (in addition to any other right or remedy which we may have) we may cancel the contract or suspend any further deliveries without any liability to you, and if any goods have been delivered but not paid for, we shall be entitled to take them back or be paid for them immediately, despite any agreement or arrangement otherwise.

10.2 In this clause insolvency includes...

10.2.1 Your entering into a voluntary arrangement with your creditors, or becoming subject to an administration order, or becoming bankrupt, or going into liquidation...

10.2.2 or a mortgagee taking possession, or a receiver being appointed over any of your property or assets...

10.2.3 or your ceasing, or threatening to cease, to carry on business.

## **11. Notices**

11.1 Any notice to be given by you to us shall be in writing and given at our registered office.

11.2 Any notice to be given by us to you shall be in writing and given at your registered office or principal place of business.

## **12. Law**

12.1 Any contract incorporating these conditions shall be governed by the law of England. The courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising out of it.