

Terms and Conditions of Sale – January 2010

1. Each order or acceptance of a quotation for goods by the customer from Hambleside Danelaw Limited (hereafter referred to as the Company) shall be deemed to be an offer by the customer to buy goods on these Terms and Conditions.
2. No order placed by the customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the goods to the customer.
3. When an order has been received and accepted by the Company, cancellation will only be accepted at the Company's discretion. The Company reserves the right to charge for all moulds made or purchased, and work carried out, up to the date of acceptance of cancellation.
4. (1) The prices quoted are the Company's current rates and are ex factory except where otherwise stated and exclude UK, VAT. While every effort will be made to adhere to prices quoted, orders are only accepted on the understanding that the goods will be invoiced at rates ruling at date of despatch. This condition does not apply to fixed priced quotations. For sales within the EU, UK VAT will be applied, unless the Company is in possession of all the necessary information to enable it to apply a zero rate. For sales outside the EU, VAT will be applied if appropriate at rates prevailing under the current UK legislation.

(2) Fixed price quotations are only such quotations as are specifically stated in writing to be at fixed price. They are conditional upon a specified delivery date and it is agreed that only increases occasioned by the uplift or imposition of any duty or tax payable in respect of the Company's products, shall be payable by the customer, in addition to the price quoted. Due notice of any such increases will be given by the Company.
5. (a) Unless otherwise agreed, payment is to be made within 30 days of date of invoice. Time for payment shall be of the essence. The Company may charge interest at the rate of 6% above the then current base rate of Lloyds TSB Bank PLC, per annum on all overdue accounts.

(b) Where goods are ordered for delivery by instalments, each instalment shall be deemed to be a separate contract and will be invoiced on completion of each instalment. No cancellation or termination of any contract relating to an instalment shall entitle the customer to repudiate or cancel any other contract or instalment.

(c) The customer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the customer.

(d) Failure to make due payment in respect of deliveries or instalments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel deliveries at its option.

(e) Returned Goods. In the event that the Company agrees to accept a return of stock which has been properly supplied in accordance with the Customer's instructions, and confirmed by the Company, the following conditions will apply:-
 1. all standard stock items of the Company which are returned in good condition and not beyond any relevant "shelf life" date will be subject to a 25% restocking charge;
 2. stock supplied which has either exceeded its "shelf life" or is within 90 days of the end of its "shelf life" will not be accepted for return by the Company;
 3. when the Company has manufactured or supplied product to meet the specific requirements of a Customer then the Company will impose a 100% restocking charge;
 4. in the event that any tooling has been specifically manufactured to make any product referred to in 3 above, the Company reserves the right to charge for that tooling at cost.
- (f) The Company may exercise the right detailed in (d) above if the customer becomes bankrupt or makes an assignment, agreement or composition with its creditors or goes into liquidation (otherwise than for reconstruction or amalgamation purposes) or if a receiver is appointed. These rights may be exercised by the Company if it has reasonable grounds to believe that any of such above events is likely to occur.

6. Any drawings or details of quantities supplied by the Company must be regarded as approximate representations only and shall be subject to verification by the customer.
7. Any delivery dates given by the Company (whether before or after acceptance of order) are given in good faith and in expectation that the Company will be able to fulfil them. Time for delivery shall not be of the essence. The Company shall be under no liability for loss, damage or expense suffered by the customer or any third party arising from failure of the Company to deliver on any specified date or time or to any place.
8. Should despatch, shipment or delivery of the goods or any part thereof be delayed or prohibited for any cause whatsoever beyond the Company's control, then, at the Company's option, either the contract or any unfulfilled part thereof shall be cancelled or, alternatively, the time for delivery shall be extended until a reasonable time after the operation of any such cause shall have ceased. Any goods which are manufactured, or in the course of manufacture, must be accepted by the customer.
9. (a) Unless otherwise agreed in writing, delivery will be made:-
 - i) by the Company's own carrier or a carrier chosen by the Company (unless the Company agrees an alternative form of transport with the customer prior to loading);
 - ii) to the customer's usual place of business (unless the Company agrees to deliver to an alternative address prior to delivery)
- (b) If the Company attempts but is unable to deliver the goods for any reason, delivery of the goods will be deemed to have taken place at the time of the attempted delivery and risk will pass to the customer in accordance with clause 15.4
- (c) The customer shall be responsible for providing labour and facilities at the delivery point for the unloading of vehicles carrying goods ordered by him.
10. (a) The Company does not accept liability for goods damaged during transit unless notice is given to it and to the carrier within three days of receipt of goods and an opportunity is given to the Company to inspect the same and agree the damage.
- (b) The quantity of any consignment of goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the customer on delivery unless the Company is advised within five working days of the delivery date and the customer can provide conclusive evidence proving the contrary.
- (c) The Company shall not be liable for any non-delivery of goods unless the customer gives written notice to the Company of the non-delivery within five working days of the date when the goods would in the ordinary course of events have been received.
11. As regards to goods manufactured by it, the Company will make good at its option by repair or replacement any defects therein attributable solely to defective workmanship or materials or remedy by re-supply or replacement (as the case may be) errors in quantity or type of material supplied provided that such are notified to the Company immediately upon detection and within a period of 28 days from date of delivery and if so requested by the Company the goods are returned to it within 14 days of discovery of the defect to give the Company reasonable opportunity to examine the goods and agree the defect.

This guarantee does not extend to:

- (a) Defects caused by wilful or accidental damage, negligence, incorrect storage, movement of buildings or their components, installation (except by the Company, its servants or agents), or application whether with or without the company's prior knowledge.
- (b) Defects caused by fair wear and tear.
- (c) Defects involving any surfacing or other material applied to the Company's goods which is not within the Company's prior knowledge.

The above represents the extent of the Company's liability under this heading and no liability is accepted for any ancillary labour or overhead costs incurred by the customer in relation to such replacement repair or re-supply or for any liability as set out above.

12. Where appropriate, all materials supplied shall be fixed in accordance with the instructions set out in the

Company's latest catalogues, manuals or specific product installation and fixing instructions and it is a condition of sale that the Company shall be under no liability for any damage, loss or fault which may arise when such instructions have not been adhered to in all respects.

13. Goods are not tested unless expressly defined elsewhere as conforming to certain British Standard Specifications. To the extent permitted by Statute no conditions or warranties to quality are implied and no conditions or warranty is expressed or implied that the goods supplied are suitable for any particular purpose. In the event of any claim, howsoever arising, liability shall in no circumstances exceed the invoice price of the defective piece(s), and the Company may at their option replace any defective piece without liability for consequential damage, loss or expenses of any kind whatsoever.
14. Except where liability relates to death or personal injury resulting from the negligence of the Company, its employees or agents, the Company's liability arising out of any breaches of contract (express or implied) condition, warranty statement or representation (statutory or otherwise) shall be limited as provided above and in no event shall the Company be liable for the following loss or damage howsoever caused and whether foreseeable or within the contemplation of the customer: -
 - i) economic loss, which shall include loss of profits, business review, goodwill and anticipated savings;
 - ii) damage in respect of special indirect or consequential loss or damage (other than direct physical damage to tangible property of the customer caused by negligence of the Company, its employees, agents or sub-sub-contractors);
 - iii) any claim made against the customer by any other party.
- 15.1 The goods shall remain the property of the Company until payment in full has been received by the Company for the goods together with the full price of any other goods the subject of any other contract between the Company and the customer. Whilst the property rests in the Company, it shall be able to exercise full rights of ownership whether or not there has been any default by the customer in the terms of payment in respect of the goods or any other goods. Until title to the property has passed to the customer, the customer shall store the goods on his premises separately from his own goods or those of any other person and in a manner which readily identifies them as the property of the Company, and the customer shall take all measures necessary for the protection of the goods and shall not combine or consolidate or mix or incorporate or adapt or attach or use the goods with any other goods or materials or at all.
- 15.2 The Company reserves the right to repossess any goods to which it retains title (and thereafter to resell the same) if payment for the goods or any goods the subject of any other contract between the Company and the customer is overdue or if a resolution is passed or an order is made for the winding up of the customer or a receiver, administrative receiver or administrator is appointed in respect of the customer or any of its assets or the customer becomes bankrupt or the Company reasonably apprehends that any of the above is about or is likely to occur in relation to the customer.
- 15.3 The customer grants an irrevocable right and licence to the Company, its servants or agents to enter any or all of the customer's premises with or without vehicles for the purposes of exercising the rights set out in sub-clause 15.1 and 15.2 above. The right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to the Company's other rights. Any expense incurred by the Company in repossessing and/or reselling the goods and/or enforcing its rights or any of them shall be borne by the customer.
- 15.4 The risk in the goods shall pass to the customer as soon as the goods are deemed delivered by the Company to the customer's vehicles or his premises or otherwise to his order, and the customer agrees to maintain an insurance policy in respect of loss or damage to the goods, however caused, with an assured sum that is sufficient to cover the contractual price of the goods together with any interest.
16. The Company has the authority to vary or omit these conditions or any of them.
17. By placing an order for the goods the customer agrees and warrants that:-
 1. these Terms and Conditions are incorporated into the contract for sale of the goods;
 2. the customer's standard Terms and Conditions (if any) are not incorporated into the contract, whether or not they appear or are referred to in any document sent by the customer to the Company prior to delivery of the goods, including with or in any order form;
 3. he is not entering into this contract in reliance on any representative not expressly set out in this contract; and that

4. the provisions above which restrict or exclude liability on the part of the Company are reasonable, and it is further agreed that if, contrary to the foregoing, any of the provisions shall be taken either by itself or by themselves together shall be adjudged to go beyond what is reasonable in all the circumstances, but would be adjudged reasonable if any part of the wording of such provisions was deleted, then the said provisions shall apply as if such deletions had been made.
18. Should any dispute arise between the Company and the customer which it may be found inappropriate to settle by amicable arrangement, the customer shall not be entitled to reject the goods ordered provided they reasonably comply with the contract. If the customer accepts payment for such goods, such payment shall not prejudice the customer's right of claim for allowance or damages. Any dispute shall first be referred to mediation pursuant to the code of practice issued by the Centre for Effective Dispute Resolution (CEDR) and, if not settled within a reasonable time, shall be referred to Arbitration under the Construction Industry Model Arbitration Rules (CIMAR).
19. All sales made by Hambleside Danelaw Limited shall be considered as contracts under the above conditions, to be governed by, read and construed in accordance with English Law.
20. In the event of any acquisitions being made by the customer, Hambleside Danelaw Limited reserves the right to withdraw at its sole discretion any special or varied terms that may be in place with the acquired company.
21. The Company may assign the contract or any part of it to any person, firm or company.
22. The customer will not be entitled to assign the contract or any part of it without the prior written consent of the Company.
23. The parties do not intend that any term of this contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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