

Terms & conditions of Sale

1. Definitions

The 'Supplier' means Hornets-Tech and the 'Customer' means any company firm or individual contracting with the Supplier.

2. Acceptance of Order

(i) These terms and conditions constitute in entirety the Conditions of Sale, and supersede any and all previous conditions of sale whether expressed or implied.

(ii) Any quotation of the Supplier is an invitation to treat and not a contractual offer. No order placed by the Customer shall be binding upon the Supplier unless and until accepted in writing or by delivery of the whole part of the goods ordered.

(iii) Unless confirmed by a Hornets-Tech Director in writing, no additions to or modifications to the Terms and Conditions of sale shall be binding on Hornets-Tech nor will any alternative terms submitted by the Customer form part of the agreement of sale. Without prejudice to the foregoing, in the event of any conflict between any documents supplied by Hornets-Tech or the Customer included in the order, or between any such documents and these Terms and Conditions of Sale, then Hornets-Tech documents shall prevail over these Terms and Conditions. Any order given by the Customer shall be deemed instruction to proceed under these Terms and Conditions of Sale.

(iv) The Supplier reserves the right to correct any typing or clerical error or any other bonafide error whatsoever on any documentation which shall be in conjunction with an order between the Customer and the Supplier.

(v) The Customer shall provide to the Supplier upon request evidence of his credit-worthiness. The evidence shall be provided to the Supplier and suitability shall be at his sole discretion. The evidence shall be provided as directed by the Supplier, and in any case within 7 days of request. In the event such evidence is not satisfactory to the Supplier, the agreement may be determined. Upon determination the Customer shall not be entitled to any right of any damages or compensation.

3. Validity

Unless the Supplier shall expressly notify the Customer that his quotation has been cancelled or modified, the same will remain open for the Customer to place an order on the Supplier for a period of 30 days from the date stated on the quotation.

4. Price

(i) Prices quoted are nett excluding delivery unless otherwise stated. Value added tax (if applicable) and/or other applicable taxes will be charged additionally.

(ii) The price quoted, unless otherwise stated, excludes installation or training on the equipment.

(iii) If the Customer shall request that the Supplier change in any way the design/specification of any of the goods referred to in the quotation, then in consideration of the agreement of the Supplier so to do the Customer shall pay to the Supplier such reasonable additional sum as will fairly compensate the Supplier for all abortive works already carried out and/or for any additional works and/or disruption of production thereby occasioned.



(a) the Supplier shall, if storage facilities permit, store the goods and take all reasonable steps to prevent their deterioration until their actual dispatch and the Customer shall be liable to the Supplier for the reasonable cost (including insurance) of his doing so (this provision shall be without prejudice to any other right of the Supplier to claim damages for breach of contract); and

(b) The Supplier may invoice the Customer for all items as soon as they are made available to him, and the Customer shall pay any invoice for goods as though he had fully accepted them. The Supplier reserves the right to receive payment from the Customer for storage of items in the first instance that they are made available to him.

(v) In the event that the Supplier and the Customer shall have agreed a delivery programme in respect of the goods then the Supplier reserves the right to charge the Customer any additional costs in consequence of the Customer requiring any deviation therefrom.

5. Delivery

(i) Any time for dispatch/delivery stated herein (or contained in the order of the Customer) shall in the case of a stated number of days/weeks/months be calculated from the date of actual receipt/dispatch by the Supplier of:

(a) the written acceptance of an order from the Supplier to the Customer and;

(b) subject to any such up-front payment, or information subject to satisfying clause 2 v), or any other information the Supplier may consider applicable to allow him to act not at financial risk pursuant to the supply of the goods in the order which shall be given to the Supplier at the time of order. In the event that the Supplier is not satisfied with the provisions offered to him by the Customer to safeguard him from financial risk, the dispatch date shall be extended by the same-time lapse in days as the time-lapse between the date of order and the date that the Supplier became satisfied enough they were not at substantial financial risk. Without prejudice to clause 4,iv,a) and 4,iv,b) such date shall become applicable upon where the Supplier has notified the Customer of their acceptance of the order in writing.

(ii) The Supplier shall be entitled to extend the dispatch date in the event of;

(a) the manufacturing programme of the Supplier being disrupted and/or delayed by reason of any cause or circumstance whatsoever beyond the control of the Supplier or by reason of any strike, lock out or other industrial disruption whatsoever on the part of the whole or any part of the workforce of the Supplier.

(b) a request from the Customer to the Supplier where he shall be required to change the design, specification, quantity, delivery address or any aspect of the ordered goods.

(c) any event whereby the provisions of clause 2, v) have not been satisfied. The Supplier reserves the right to withhold any items indefinitely until he feels that the provisions of the clause 2, v) have been satisfied without prejudice to clause 7, or any other of his rights. In any case where the Supplier has withheld dispatch of any items subject to clause 2, v) they shall not be liable for any such damages as a result of the delay of dispatch.

(iii) (a) Where components cannot reasonably be offloaded by the delivery person without assistance of any kind (including craneage) the Customer shall provide without charge to the Supplier such facilities as is necessary for the proper unloading of the goods.

(b) Liability but not title for the goods passes from the Supplier to the Customer at the time of arrival of the goods at the destination specified on the order of the Customer.



(c) The Supplier cannot be held responsible for any damage sustained to goods in the course of being offloaded by others, or during their subsequent storage. (d) Any failed deliveries that have been attempted by the Supplier shall be chargeable to the Customer, in addition to any re-stocking costs and any costs associated with subsequent re-deliveries.

6. Damage or loss in transit

(i) Goods shall be examined by the Customer immediately upon arrival and he shall write any discrepancy he may have with the delivery on the Delivery Note and give notice of the same discrepancy to the Supplier within 2 days of the delivery date.

(ii) Where a delivery is accepted by Customer and no inspection of the goods was carried out at the time of delivery, the Customer may write on the Delivery Note "not examined".

(iii) Any goods, in respect of such claim as is mentioned in sub clause (i) above, must be properly stored and preserved intact as delivered for a period fourteen working days after due written notification of the claim shall have been made. The Supplier and/or the carrier shall be entitled at any time during that said period to attend at the place where the said goods are stored in order to inspect the same and investigate the complaint.

7. Terms of business

(i) When the order of goods is supply only;

(a) Unless otherwise expressly stated orders are accepted on condition that each consignment of goods will be invoiced separately and payment therefore shall become due upon receipt of goods, unless otherwise agreed in writing with the supplier in accordance with clause 2(ii) hereof.

(c) Should default be made by the Customer in paying any sum due under any contract as and when it becomes due, or should the Customer be in breach in any respect of the contract entered into, the Supplier shall have the right by written notice posted to the customer either forthwith to suspend all further deliveries and services until the default be made good or to determine any contract then subsisting so far as any goods and services that remain to be delivered without prejudice to any claim or right the Supplier may exercise.

(d) The Customer shall have no other right of set-off other than hereinafter provided that the amount of such set-off has been agreed in writing by the supplier or finally awarded in litigation in favour of the Customer and which arises out of or under this contract.

(e) Interest will be charged on late payments at 4% above Bank of England base rate current at the time payment is due. (ii) Where the scope of the works includes works in excess of supply only;

8. Retention of title

(i) The goods/system shall remain the property of the Supplier until such time as the Customer shall have paid the full invoiced price thereof (including such additional charges (if any) as are referred to in Clause 4(iv) 4(v) (a) 4(vi) and 7(v) although after the same shall have been delivered to the Customer they shall be and remain at the sole risk of the Customer. After the goods/system shall have been delivered to the Customer and so long as the Supplier has not been paid the said full invoice price thereof the Customer shall:-

(a) hold the said goods as bailee and return the same to the Supplier on demand (although the Customer shall have no right of his own volition to return the said goods or any part thereof to the Supplier) and the Supplier shall be entitled immediately upon or after the making of such said demand to enter upon the premises where the said goods are to be found (with such transport and/or machinery as the supplier shall deem appropriate) in order to repossess the whole or any part of the said goods.



(b) Properly store the same in such manner that it is apparent that they are the property of the Supplier. (ii) In the event that the Customer resells the goods whether or not incorporated within any other product the resale proceeds shall be payable into a separate bank account and held for the benefit of the Supplier and if incorporated within any other product proportioned to the value of that product.

9. Cancellation

(i) After the Supplier shall have accepted the order of the Customer, the Customer shall not be entitled to cancel the contract (or any part thereof) without the written concurrence of the Supplier which will be given only upon the undertaking of the Customer forthwith to pay either:-

(a) the cost of any and all work actually carried out by the Supplier prior to the date of such cancellation together with such additional sum as will compensate the Supplier for any disruption of his production thereby occasioned, or

(b) the amount of profit which the Supplier might anticipate would have been earned but for that said cancellation, whichever the Supplier shall elect.

(ii) In the event that the Supplier should cancel the contract or any unfulfilled part thereof as aforesaid the Customer shall be deemed to have repudiated his obligations under the contract and the Supplier shall be entitled (at his option) to claim either the fair and reasonable cost of any and all work actually carried out by the Supplier prior to the date of such cancellation or to claim damages for breach of contract.

10. Subcontracting

The Supplier reserves the right to subcontract the fulfilment of the contract or any part thereof.

11. Guarantee

(i) The Supplier expressly guarantees that; he will exercise all reasonable skill and care in the design and selection of materials (where he is responsible for the same) and in the manufacturing of the goods; the goods will correspond to the description, specification or other production requirements appearing in or referred to in the quotation BUT all decisions in respect of the suitability of the goods for the use or uses intended by the Customer are the responsibility of the Customer (whether acting by himself or by an agent). The Supplier does not undertake that the goods will be suitable for the use or uses intended by the Customer.

(ii) (Subject to sub-clause (iii) below) the liability of the Supplier in respect of any defect in or failure of the goods (or any component part therefor) or for any loss, injury, damage or expense consequential or otherwise attributable thereto is limited either to crediting the invoice price of the goods or to the making good or by replacement or repair (at the option of the Supplier) of any defects which under proper use appear therein and arise solely from faulty design, materials or workmanship on the part of the Supplier within a period stated by the manufacturer of the goods, after the original goods shall have been first delivered or installed, whichever appropriate, at the termination of which period all liability on the Supplier shall cease.

(iii) In the case of any component parts of the goods not being of the manufacture of the Supplier then the Customer shall be entitled only to such benefits as the Supplier may receive under any guarantee given to him in respect thereof.

(iv) The Supplier shall be under no liability to the Customer in contract, tort or otherwise howsoever for any personal injury, loss or damage of whatsoever kind and howsoever caused by failure to comply with the installation conditions of the Supplier.



(v) For the avoidance of doubt it is hereby declared that the Supplier does not in sub clause (i) above give any guarantee to cover fair wear and tear or the consequences of carelessness or incompetence on the part of those handling the goods.

12. Non performance

The Supplier shall be relieved of any and all outstanding liabilities under this contract with the Customer if the fulfilment of the whole or any remaining part of the contractual obligation of the Supplier is frustrated or prevented or impeded as a consequence of:- (a) war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. (b) any statute, rules, regulations, orders, requisitions issued by any government department, council or other duly constituted authority. (c) strikes, lockouts, breakdown of plant (whether or not of a like nature) beyond the control of the Supplier. (d) any other causes beyond the control of the Supplier (e) force majeure.

13. Insolvency

If the customer being an individual (or when the Customer is a firm, any partner in that firm), shall at any time become bankrupt or shall have a receiving order or Ref: ASL 2021 Page No.7 of 8 administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make an order that the company shall pass as resolution or the court shall make any order that the company shall be wound up (not being a members winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise that entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding up order then the Supplier shall be at liability forthwith to cancel the contract or any unfulfilled part thereof without any liability to pay any compensation and/or damages whatsoever to the Customer and without prejudice to any accrued claim or right of the Supplier.

14. Law

These terms and conditions and the contract shall be subject to and constructed in accordance with English Law.