

## **Hargreaves Foundry Drainage Limited    General Conditions of Purchase    1<sup>st</sup> March 2010 Revision 1 AGdoc**

**Definitions:-** in these conditions "the Company" shall mean Hargreaves Foundry Drainage Limited, "the Goods" shall mean the product supplied by the Company, and "the Customer" shall mean the company, firm or person buying the goods from the Company.

1. **Application of Conditions** (See Terms & Conditions of Sale). Refer to [www.hargreavesfoundry.co.uk](http://www.hargreavesfoundry.co.uk).

These terms and conditions govern the supply of goods sold by Hargreaves Foundry Drainage Ltd. (3428346) of Water Lane, South Parade, Halifax, West Yorkshire HX3 9GH (Seller) to the customer (Buyer). This enclosed document General Condition of Purchase, and Terms and Conditions constitute a legally binding contract between both parties.

### 2. **Quotations**

All quotations given by the Company are subject to acceptance by the Company on receipt of the Customer's order and a contract will only be formed when the Company has accepted the Customer's order. All such acceptances by the Company are subject to the availability of the necessary materials and to the Company being able to obtain any necessary authorisation and/or licences and to the same remaining valid. Whenever the Company is requested by the customer to give a series of quotations within the same contract, each and every quotation is to be construed as the subject of a separate agreement and the provision of this clause will apply to each quotation given by the Company. Lead times are quoted in working days. The Company reserves the right not to supply goods to individual contracts without instructions referring to the contract quotation.

### 3. **Accuracy of Description of Goods**

The Company have made every effort to ensure that the information contained in any publication is, to its knowledge, accurate at the time of print. The Company does not accept any responsibility for any errors within its literature. The Company strives for continuously improve its products and therefore reserves the right to change, without prior notice, any of the data contained in its publication.

### 4. **Prices & VAT**

All prices quoted are the Company's current prices at the time of quotation and are net ex works and exclusive of VAT which shall be added at the rate in force at the time the Goods are invoiced, where applicable unless otherwise stated. The price payable for the goods shall be the price ruling at the date of despatch and the Company shall be entitled to adjust the price of the goods at any time between the date of confirmation of order and the date of delivery of the goods, to take account of any increase in costs incurred by the Company or changes to its price lists. Special orders and non-standard colours may be subject to a manufacturer's premium; such premium will be detailed on each individual quotation.

### 5. **Delivery**

Delivery shall be deemed to have been effected when the goods leave the Company's premises. Time for delivery is not of the essence and the Company shall not be liable for any loss or damage caused by late delivery or by non-delivery. If you have not received the goods (to designated time frame) then you should notify us immediately (See Terms and Conditions).

### 6. **Haulage Charges**

Haulage charges will be calculated on an individual basis and will be levied in line with the Company's policy in force at the date of despatch. Small loads or express deliveries will be charged on an individual basis.

7. **Payment** - Account Customer's shall be invoiced including VAT, and payable due on the 30<sup>th</sup> Day of the month following the month of delivery, or to specific pre-arranged agreement.

If payment is not made when due, interest is payable at the rate of 4% above the minimum lending rate of Barclays Bank PLC. (See Terms and Conditions)

### 8. **Termination**

The Company may suspend supply or delivery. Stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of obligation hereunder or you become unable to pay your debt when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you. (See Terms & Conditions).

9. **Risk**: Risk in each consignment of the Goods or in each consignment of the Goods where the Company has elected to make deliveries by instalment pursuant to Delivery Clause shall pass to the Customer when the Goods are delivered or collected by the Customer or its agent.

### 10. **Property**

Notwithstanding the passing of risk under Clause 9 above, unless and until payment shall have been made to the Company in respect of all the Goods delivered or to be delivered to the Customer and comprised in the contract and in respect of all and any Goods supplied or to be supplied by the Company under this contract or under any other contract between the customer and the Company in accordance with Clause 8, property in a title in such Goods shall remain with the Company. (See Terms and Conditions).

10A. **Patterns** (See Terms and Conditions).

### 11. **Inspection/Shortages**

The Customer shall inspect the Goods on delivery or on collection as the case may be. In all cases where the Customer complains of defects or shortages, the Company shall without prejudice to the question of liability generally be under no liability in any event if it has not been given an opportunity to inspect the goods before they have been used by the Customer. In respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract notification must be made to the Company within 5 working days of delivery of the Goods (which will normally be stated on the Carrier's consignment note) and separately to the Carrier within the period stipulated by the Carrier's terms of carriage for claims against the Carrier.

### 12. **Warranty**

The Company warrants that it has title to and the right to sell the goods. No representation or warranty is given by the Company as to the suitability or fitness of the Goods for any particular purpose and the Customer shall satisfy him in this respect and shall be totally responsible therefore.

### 13. **Liability/Exclusions**

Upon notification of a problem with the goods, we will either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or resolve the financial element of the cost of material. We will not be liable to you for any loss of profit, administrative inconvenience, disappointment, indirect or consequential loss or damage arising from any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting in our negligence. (See Terms & Conditions).

### 14. **Indemnity**

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the customer in connection with the use or storage or sale of the Goods.

### 15. **Design etc**

Where the goods are made to a specification, instruction, or design supplied on or on behalf of the Customer; the Customer is responsible for the suitability and accuracy of the specification, instruction, design or drawing (even where finally produced by the Company); the Customer shall indemnify the Company against infringement of any third party's intellectual property rights in the specification, instruction, design or drawing. Copyright, design, right and any other intellectual property rights in the drawings, designs and the like prepared by or for the Company vests in the Company and the Customer undertakes not to copy any Goods supplied by the Company.

### 16. **Assignment**

The Customer shall not assign nor transfer nor purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other Company or person whatsoever.

### 17. **Force Majeure**

The Company shall have no liability for any failure to perform, for any delay in the performance of any obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control.

### 18. **Cancellation**

Orders may only be cancelled with the consent of the Company. Cancellation will not be accepted where the goods have been made to the Customers special order. In the event of cancellation the Customer will indemnify the Company fully against all expenses incurred by the Company together with liquidated damages of 25% of the contract price.

### 19. **Returns**

Goods returned to the Company will be accepted only at the Company commercial discretion. In the event of returns being accepted, a restocking charge of 25% will be applied in the case of Standard product and 50% in the case of Standard Painted product, any item deemed unsuitable will be subject to scrap costs and any charges incurred. This does not include delivery back to the Company.

### 20. **Time and Indulgence**

The whole rights and remedies of the Company in terms of these conditions shall not be prejudiced or derogated from in any way by the failure of the Company whether on one or more occasion to exercise any of said rights and remedies, or by its agreement whether on one or more occasion not to exercise any of said rights and remedies.

### 21. **Severability**

In the event that any part of these conditions shall be determined to be invalid, unlawful or unenforceable to any extent such condition or provision shall be severed from the remaining conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

### 22. **Notices**

Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in the contract shall be: In writing and given to the party for whom it is intended at their registered or main office or last known address, and Given by registered or recorded delivery post, e-mail or telefax and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

23. **Jurisdiction** All contracts between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

