# Terms and Conditions

1. **DEFINITIONS**

‘The Company’ means HG Aerospace Engineering Ltd trading.
‘The Customer’ means the person, firm, company or corporation purchasing the goods,
‘Goods’ means the articles or things or any them described in order,
‘Services’ means work done, serviced supplied, goods installed whether or not in connection with or incidental to the supply of goods,
‘Order’ means an offer made by the customer for the manufacture and/or supply to it of goods by the company,
‘The Price’ means the price the goods or services prevailing at the time of delivery or execution together with VAT thereon,
‘Due payment Date’ means a date expiring 30 NET days after the date of the invoice.

1. **GENERAL**

All quotations are made and all orders are accepted by the company subject to the following terms and conditions and no additions or variations shall be made or applied unless expressly agreed in writing between the company and the customer and no other printed or standard conditions shall be implied other than the written terms and conditions.

1. **ORDERS**
	* **(a)** The company reserves the right to refuse any order
	* **(b)** All orders must be accompanied by sufficient information to enable the company to proceed with the order.
	* **(c)** The customer shall inspect the goods or services immediately on their delivery and shall within 14 days give notice in writing to the company of any matter or thing by reason of which the customer believes that the goods or services have not been delivered or executed in accordance with the Terms of the Contract. If the customer fails to give such notice, the goods or services shall be in all respects deemed to have been provided in accordance with the contract and the customer shall be bound to accept and pay for the goods or services in accordance with clause 7 below.
	* **(d)** The company reserves the right to cancel any orders due to price increases from its supply chain.
2. **DELIVERY**

The mode of delivery shall be at the company’s discretion. The cost of delivery shall be payable by the customer unless agreement is reached to the contrary. Any times quoted for delivery are to be treated as estimates only and the company shall not be liable in any manner whatsoever for failure to deliver within such quoted time. Furthermore if a customer wishes to use their own transportation then they must arrange that transport.

1. **PRICE VARIATION**

All goods are sold at prices ruling at the date of delivery and all services are rendered at the price ruling at the date of execution. These may vary from those originally quoted.

1. **PAYMENT**

Payment shall be made within 30 NET days from the date of the invoice for goods delivered or services received (unless agreed otherwise with the Managing Director). If payment is not received by the company at the expiry of such period then, without prejudice to any other remedy available to the company.

If payment is not received HG Aerospace reserves the right to place your account on stop, until payment is made. When on stop no orders will be manufactured or dispatched. When payment has been made and verified the delivery date of previous orders may change as a result of non-payment this decision lies with Managing Director. However a 4 week rescheduling will take place no matter how long the account was on stop..

**RETENTION OF TITLE**

* + **(i)** The goods shall remain the property of the company until payment in full by the customer of the price has been made.
	+ **(ii)** Until such a payment in full has been made:
		- **(a)** The customer shall as fiduciary owner only on behalf of the company keep the goods separate from all other goods in his possession in such a manner that they shall be clearly identifiable as the company’s goods;
		- **(b)** The customer shall on the company’s request promptly inform the company of the goods whereabouts;
		- **(c)** The customer shall at the company’s request deliver up the goods to the company at the company’s place of business and at the customers expense;
	+ **(iii)** Notwithstanding that the property in the goods has not passed to the customer; the company reserves the right to sue for the price of such goods.
1. **INSTALMENTS**
	* **(a)** Where goods are delivered by instalments each instalment shall be treated as a separate contract.
	* **(b)** Each instalment shall be paid for in accordance with clause 7 hereof. All payments shall be made on the due date as a condition precedent to further deliveries.
	* **(c)** The failure of the company to deliver goods to the customer shall not entitle the customer to repudiate the contract unless clause 16 hereof shall apply to such failure.
	* **(d)** Where goods are delivered by instalments any defect in one instalment shall not be sufficient grounds for the customer to refuse to accept delivery of the remaining instalments.
2. **DEFECTIVE GOODS**
	* **(a)** The companies liabilities in respect of any defect in or failure of goods manufactured or services supplied by the company or for any loss or damage sub sequential or otherwise is limited to replacement of the goods or rectification of the services which the customer proves are defective and being a defect which under proper use or conditions of storage arises solely from faulty materials used by the company or defective workmanship of the company which appears within a period of 3 calendar months after the goods or services found to be defective shall have been delivered or supplied to the customer provided the goods or services have been accepted by the customer and paid for. The company shall at its option give the customer a credit in respect of the goods or services found to be defective to the full price paid by the customer.
	* **(b)** Within 48 hours of the customer discovering the defect in the goods, missing quantity (to what stated on paperwork) or services the customer shall give the company notice in writing of such defect(s), so as to enable the claim to be investigated at the earliest possible moment. The customer shall if requested by the company permit the company through its employees, servants or agents to have access to the goods claimed to be defective in order that the company may examine the goods and ascertain whether the customers’ claims that they are defective or have been defectively installed are justified. No liability shall attach to the company hereunder unless and until the procedure laid down in the clause has been carried out.
	* **(c)** In all cases unless otherwise agreed in writing the goods deemed to be defective in accordance with sub-clause (b) above shall be returned immediately by the customer, carriage paid, to the company’s works and shall become the property of the company. The replacement goods shall be redelivered to the customer by the company.
	* **(d)** In the case of goods supplied but not manufactured by the company, the company’s sole responsibility shall be to give the customer the same warranty as is given to the company by a supplier or sub-contractor provided that the company shall not be called upon to bear any liability or expense greater than the amount recovered from the supplier or sub-contractor.
	* **(e)** In all cases of services found to have been defectively rendered, unless otherwise agreed in writing, the company shall as diligently as possible attend to rectification of the services as rendered but not so as to place any obligation upon the company to perform any services substantially different either by their nature or by their extent from those originally to be performed.
	* **(f)** Nothing herein shall impose any liability upon the company in respect of any loss, damage, consequential or otherwise in relation to or arising out of goods found to be defective or services found to have been defectively rendered or attributed directly or indirectly to the acts, omission, negligence or default of the customer or the customer’s servants or agents including any failure by the customer to comply with any technical advice offered by the company in accordance with sub clause (g) below. The provisions of this sub-clause shall not apply in the case of negligence causing death or personal injury.
	* **(g)** Where the company is under no contractual obligation to provide any technical advice or assistance as to the storage, handling, fitting or use of goods supplied, then if the company provides any such technical advice or assistance, this shall be given entirely gratuitously and without expectation that such advice or assistance shall be relied upon.
	* **(h)** HG Aerospace will not accept any goods as defects if they have been sold for over five years. Thus any costs will be at the customer’s expense.
3. **MINOR DIFFERENCES**

If the company shall deliver to the customer a quantity of goods greater or less than ordered or goods different to those contracted to be sold, then the customer shall be obliged to accept delivery of a quantity of goods up to a maximum of the amount ordered and notify the company of any shortages or excess or the fact that they are different goods within 14 days of receipt. If the customer shall not so notify the company, the customer shall be deemed to have accepted all the goods delivered and to have waived any shortages or difference.

1. **QUALITY OR FITNESS**

Any conditions or warranties (whether expressed or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality or fitness of the goods or services for any particular purpose are expressly negated unless the customer has expressly made known to the company all particular purposes for which the goods or services are required and the company has expressly agreed to the goods being fit or services being rendered for such purposes.

1. **CONTRACT FOR INSTALLATION**

Whether or not a contract for the sale of goods between the company and the customer is coupled with a contract for the installation of those goods, where such services are provided by the company the following additional conditions shall apply:

* + **(a)** The company shall be under no obligation to commence installation of any goods until the same shall have been paid for in full and until a proper site has been provided in accordance with sub-clause (d) below;
	+ **(b)** The customer shall ensure:
		- **(i)** That the company has full free access to the installation site at all times,
		- **(ii)** That the installation site shall be ready to accept installation,
		- **(iii)** That there shall be available at the installation site all facilities as shall be necessary to enable the installation to be carried out conveniently, expeditiously and above all safely, including but not limited to the provision of loading/unloading facilities, a suitable electrical power supply, fuel, scaffolding, ladders, tools equipment, lifting equipment and protective clothing and any other specialized equipment and clothing which may be necessary,
		- **(iv)** That such installation site, tools equipment, clothing so provided are safe and without risk to the health and safety of the company’s employees or agents,
		- **(v)** That all reasonable assistance from the customer’s own personnel shall be affordable to the company’s employee or agents.
	+ **(c)** In the event of non-compliance with sub-clause (b) above or persistent delay arising outside the control of the company at any time during the course of the installation the company may at its option treat the contract for installation as having been terminated, the company may be entitled to reasonable payment for work carried out up until the date of termination,
	+ **(d)** The customer shall indemnify the company against all loss or damage suffered or liability incurred by the company in connection with, arising out of such installation or Safety at Work Act 1974 etc or any Statutory Amendment or Re-enactment thereof including that arising from un-preparedness and defects of the site other than those arising wholly from the companies own negligence or that of any employee or sub-contractor of the company,
	+ **(e)** Goods shall be deemed to be delivered ex-works notwithstanding that the company may have agreed to install them. The company shall not be bound to carry out any work unspecified in the original contract for installation. Where, however, the customer requests either additional or incidental work to be carried out this work may be accepted by the company at its complete discretion and if so accepted such work shall be executed subject to the same terms and conditions as herein set out.
1. **ARBITRATION**

All disputes which arise under, out of, in connection with or in relation to any order or contract between the company and the customer shall be referred to a single arbitrator in accordance with the provision of the Arbitration Acts 1950 & 1979 or any statutory modifications or re-enactments thereof.

1. **TERMINATION**

If the customer shall

* + **(i)** Fail to perform any of its obligations hereunder; or
	+ **(ii)** Fail to make any payment on the due payment date; or
	+ **(iii)** Commit any act of bankruptcy or have a receiver appointed over its business undertaking or either into liquidation whether compulsory or voluntary (save for the purposes of amalgamation or reconstruction of a solvent limited company) or cease to trade or threaten to cease to trade or if the customer has any reason to have serious doubts to the customer’s solvency then the company shall become entitled (without prejudice to its other remedies in the terms of the contract) to suspend or cancel further performance of the contract.
1. **FORCE MAJEURE**

In the event of any deliveries being suspended or delayed directly or indirectly to account of riot, Government Act or Regulation, fire, flood, explosion, strike, walkout, pay dispute or any other event beyond the reasonable control of the company the period of the contract shall be correspondingly extended. If deliveries are suspended for 3 months or more the company or the customer may at its option exercisable by the notice in writing to the other cancel the contract in respect of any goods which have not been dispatched for delivery on the customer at the date of such notice.

1. **LEGAL CONSTRUCTION**

The contract shall in all respects be constructed and operate as an English contract in accordance with English Law.

**HG AEROSPACE ENG LTD manufactures all components quoted**

Cage Code KD652

Stock items are quoted on availability at the time of quotation, & are subject to inspection.

Any parts rejected by HG Aerospace that are still required by the customer, will be re-quoted at MOQ for manufacture.

Please note stock can only be held for a maximum of 24 hours.

Quote is valid for 365 days.

Should a price that is quoted be found to be erroneous, HG reserve the right to re-quote the item at any time.

Payment Terms Net 30, if payment is delayed over Net 30 your account will go on stop.

Material test reports are charged at £25.00 or $40 per copy, Fairs reports are charged at £65.00 or $100.00 per copy.

Postage & packing at cost.

£18.95 / $30.00 / €26.00 - Jiffy Bag

£21.00 / $33.00 / €29.00 - Cardboard Box

£3.00 / $5.00 / €4.50 - Packaging Only



Michael Gray