

Holroyd Components Terms and Conditions of Sale 2010

All orders are accepted by HOLROYD COMPONENTS LIMITED subject to these Terms and Conditions of Sale.

General

These conditions govern all Contracts entered into by the Seller for the supply or sale of the goods to Buyer. Any order given to Seller or the acceptance of any tender issued by the Seller shall be deemed to constitute an agreement to be bound by these conditions.

Licenses or Permits

Where an export or import license, a foreign exchange control or similar authorisation is required for performance of the Contract, Buyer shall act with due diligence to obtain it in good time. Seller shall not be under any obligation to commence work under the contract until Buyer has obtained all necessary licenses and authorisations.

Description

The description of the goods shall be as set out in our quotation.

All drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They will not form part of this contract.

We reserve the right to make changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or, where the goods are to be supplied to your specification, which do not materially affect their quality or performance. If the goods are to be manufactured or any processes are to be applied to the goods by us in accordance with the specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid by us in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from our use of your specification.

Any specification supplied by us to you in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification shall be our exclusive property. You shall not disclose to any third party or use any such specification except to the extent that it becomes public knowledge through no fault of yours, or as required for the purpose of the contract.

Dispatch & delivery

We will use our reasonable endeavors to dispatch goods on the dates requested but any such dates are approximate only and we shall not be liable for any delay in dispatch and delivery however caused, neither shall any such delay entitle you to refuse or postpone acceptance of any subsequent delivery to be made under these terms and conditions. Scheduled deliveries can only be agreed during a period commencing no sooner than one month and terminating no later than 12 months from the date of the order. At least 30 days written notice is required of any modification or suspension of scheduled deliveries. Any suspension will be limited to a maximum period of 3 months after which deliveries may be resumed at the former rate.

If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then without prejudice to any right or remedy available to us we may store the goods until actual delivery and charge you for the reasonable costs (including insurance) of storage. Once delivered no Goods may be returned to us without our prior written consent

Non-Delivery

The quantity of any consignment of Goods as recorded by us upon despatch from our works shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary. In any event shortage claims will only be considered if we receive written notice of such shortage within 3 days of delivery. We shall not be liable for any non-delivery of Goods (even if caused by our negligence) unless written notice is given to us within 3 days of the date when the goods would in the ordinary course of events, due to have been received. Our liability for non-delivery of Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.

Tests

Our Goods are carefully inspected and where practicable, submitted to our standard tests at our works before dispatch. If special tests are required these must be agreed in writing prior to manufacture and may be subject to additional costs.

We are not liable for defects in samples of goods made available for testing.

Risks and Title

The goods are at the risk of the buyer from the time of delivery. Ownership of the goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us.

Dies, Tools, Sketches, Etc

Dies, Tools, printing screens, negatives and positives provided by the Seller remain its property, whether a charge is made in respect of them or not, and shall remain subject to the Sellers control.

All designs and sketches are submitted by the Seller in confidence and unless otherwise agreed in writing, they and the copyright in them remain its property.

Buyers Material and Parts

Buyers material and parts shall be delivered to Sellers works free of all charges to Seller. All materials removed as part of the Sellers processes or as a consequence of performing the service become the property of Seller and are allowed for in the sellers estimate or quotation. Seller shall not be liable for the value of any materials or finished parts sent for fitting or other purposes, or for any loss or damage whatsoever and however caused, or resulting from the negligent performance or non-performance of the machining, cutting, fitting or other works specified in the contract.

Buyers materials or parts sent for fitting shall be suitable in every way for the machining, cutting or fitting specified in the contract and seller is to have no obligation to check such suitability. Buyer will pay Seller for work done and for

consequential damage to machines and tools of seller arising directly or indirectly from any unsuitability of Buyers materials or parts of the aforesaid.

Price, Tenders, Packaging and Carriage

The price of the goods shall be Sellers quoted price.

All prices quoted are valid for the earlier of 30 days from the date of the quote or acceptance by Buyer after which time they may be altered by Seller without giving notice to Buyer.

Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of Seller. Any tender made by Seller may be withdrawn at any time before acceptance. If not accepted within 60 days from the date of tender it shall be deemed to have been withdrawn.

Unless otherwise agreed packing and delivery will be charged for in addition to the price of the goods.

The goods will be suitably packed for withstanding the conditions of normal delivery/shipment.

Tropical or other packing will only be supplied on express written request and will be charged for in addition to the price.

The price of the goods is exclusive of any applicable Value Added Tax, and any other sales tax or duty, which Buyer shall pay in addition at the appropriate rate.

Payment

All orders are on a Pro-forma basis unless a credit account has been agreed in writing.

Credit terms (subject to satisfactory references and at the Sellers discretion) are 30 days from invoice date. (otherwise agreed in writing).

If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:

All sums then outstanding from the Buyer will immediately become due and payable notwithstanding that such sums would not be due otherwise until a later date.

Supplier may apply a compensation charge as an estimate of administrative and other wasted costs incurred by the Seller to the customer of £40 for outstanding sums up to £999.99 and £70 for outstanding sums between £1,000 and £9,999.99 and £100 for outstanding sums of £10,000.00 or more.

Seller may also charge the Buyer interest from the due date until payment is made in full (both before and after Judgment) on the amount unpaid at a rate of 8% p.a. above the Bank of England base rate. Buyer shall not in any circumstances or for any reason whatsoever be entitled to make any deductions or withhold any sum from the price by way of off-set or counterclaim.

Extent and Limits of Liability

Seller guarantees all Goods of its manufacture against any defect which can be proved to Sellers satisfaction to have been caused by faulty materials or workmanship and which appears within 12 months from the date of dispatch. Should such a defect appear within this period Sellers liability will be limited to repairing, or at its option replacing the defective Goods after examination.

The decision of the Seller is final as to whether or not a defect is due to faulty workmanship or material.