

## HALL-FAST INDUSTRIAL SUPPLIES LTD - TERMS & CONDITIONS

### 1: INTERPRETATION

**Buyer:** the person, firm or company purchasing Goods from the Company

**Company:** Hall-Fast Industrial Supplies LTD, Registered in England and Wales under company No. 5814420 and having its registered office at Synergy House, 3 Acorn Business Park, Commercial Gate, Mansfield, Notts, NG18 1EX.

**Contract:** any Contract between the Company and the buyer for the sale and purchase of the Goods, incorporating these conditions.

**Delivery point:** place where delivery of Goods takes place under condition 4.

**Goods:** Goods agreed in the Contract to be supplied to the Buyer by the Company.

### 2: FORMATION OF CONTRACT AND APPLICATION OF TERMS

**2:1** The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions purported to apply under any purchase order, confirmation, specification or other document).

### 3: DESCRIPTION

**3:1** The quantity and description of the Goods shall be as set out in the Company's invoice or quotation, which will include these conditions.

### 4: DELIVERY

**4:1** Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer's place of business.

**4:2** Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of production, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

### 5: RISK/TITLE

**5:1** The Goods are at the risk of the Buyer from the time of delivery.

**5:2** Ownership of the Goods shall not pass to the Buyer until the Company has received in full in cash or cleared sums all sums due to it in respect of the Goods.

### 6: PRICE

**6:1** Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's quotation.

**6:2** The price for the Goods shall be exclusive of VAT, packaging and carriage costs, all of which will be incorporated in the Company's invoice to the Buyer.

**6:3** Price lists are intended as a guide only and are not an offer for sale. The company reserves the right to alter prices and specifications without prior notice. Special offers are subject to availability and can be withdrawn at any time, without prior notice.

### 7: PAYMENT

**7:1** Payment of the price for the Goods is due: (a) for all Customer payment may be made by cash or cheque or by approved credit/debit card.

**7:2** For account holders the maximum credit period is 30 days from the end of month that the Company's invoice was raised. In the event of breach of this condition by the buyer the Company reserves the right to withhold any further work or supplies from the Buyer until all amounts owed to the Company have been paid in full.

### 8: QUALITY

**8:1** The Goods are suitable for a wide range of purposes/uses: however it is the responsibility of the Buyer to determine suitability for its intended use/s of the Goods. For new applications the Company recommends that assembly tests are carried out using samples supplied by the Company.

Information given on clothing or garments such as sizes, colours, illustrations are for guidance only. The Company will not accept any items or garments returned after 30 days from the date of invoice. Goods returned must be in their original condition, contained within their original packaging, with a returns note issued by sales. Any return that does not comply with the above will be refused without credit.

Clothing samples will be supplied at the discretion of the Company and will be charged in full but are refundable upon receipt of returned goods as detailed above. Goods supplied to order which are modified, produced to your own specified requirements or personalised are non-refundable.

The Company's website ([www.hall-fast.com](http://www.hall-fast.com)) provides certain information of products of the Company, although this is a guide only and not complete. In case of any doubt as to the Goods' capability the Buyer or proposed user of the Goods should always, before use, refer to the Company.

**8:2** The Company warrants that (subject to the other provisions of these Conditions) upon delivery and for 12 months thereafter, the Goods shall be of satisfactory quality as defined in the Sale of Goods Act 1979.

**8:3** The Company shall not be liable for a breach of this warranty unless:

a) the Buyer gives written notice of the defect and returns the Goods to the Company within 14 days of the time when the Buyer discovers the defect; and

b) the Company is given a reasonable opportunity to examine such Goods.

**8:4** The Company shall not be liable for a breach of warranty in condition 8:2 if the Buyer applies, or is likely to apply, a higher torque or tensile loading than is appropriate or recommended to the goods.

**8:5** Subject to Condition 8.3 and Condition 8.4, if any of the Goods do not conform with the warranty the Company shall at its discretion return faulty Goods to the manufacturer or processor, repair or replace such Goods or refund the price of such Goods at the pro-rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the defective Goods to the Company.

**8:6** If the Company complies with condition 8:5 it shall have no further liability for a breach of the warranty in Condition 8:2 in respect of such Goods.

## **9: LIMITATION OF LIABILITY**

**9:1** Subject to conditions 4 and 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, distributors, agents and sub-contractors) to the Buyer in the respect of:

- 1) any breach of these conditions;
- 2) any use or resale by the Buyer of any of the Goods, or any product incorporating any of the Goods; and
- 3) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

**9:2** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

**9:3** Nothing in these conditions excludes or limits the liability of the Company:

- 1) for death or personal injury caused by the Company's negligence; or
- 2) for fraud or fraudulent misrepresentation.

**9:4** Subject to Condition 9.2 and Condition 9.3:

- 1) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the Contract shall be limited to the Contract Price; and
- 2) the Company shall not be liable to the Buyer for any indirect or pure economic loss, loss of profit, product failure, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **10: FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotions, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **11: GENERAL**

**11:1** If any part of these terms is found to be void or unenforceable by any Court or competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

The Buyer may not vary this agreement unless it is specifically agreed in writing and acknowledged by the Company. The Company may vary this agreement by notifying the Buyer of the proposed variation, such variation will be deemed accepted if the Company does not receive a response from the Buyer within 15 days.

**11:2** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

Signed by \_\_\_\_\_ on behalf of \_\_\_\_\_

Name (printed) \_\_\_\_\_

Date \_\_\_\_\_

**As a new customer to Hall-Fast Industrial Supplies Ltd we require that our terms be signed, dated and faxed back to us on (01623) 510 287 or alternatively emailed to [accounts@hall-fast.com](mailto:accounts@hall-fast.com)**