

Terms & Conditions apply to the HYDRAQUIP GROUP of Companies

CONDITIONS OF SALE AND TRADING

1. GENERAL

These Conditions shall govern any sale of goods and services by the Company to the exclusion of any other terms or conditions except such as are approved in writing by a Manager, Director, or other authorised officer of the Company. Current "Incoterms" shall apply subject to the express provisions herein. Any waiver shall not prejudice the Company's rights in respect of subsequent breach. Quotations are valid for only twenty-eight days and orders placed thereon are subject to acceptance by the Company.

2. PRICES

- (a) the Company reserves the right to vary prices (whether specifically quoted or otherwise) to take account of increases in the cost of raw materials manufacture, packing, transport or wages, arising before despatch.
- (b) Prices are exclusive of V.A.T. or other tax, duty tariff or charge, arising in the UK or elsewhere.
- (c) Unless otherwise agreed prices or goods are ex works.

3. DELIVERY DATES

Any dates given for shipment or delivery are approximate.

4. LIABILITY

- (a) Subject to the sub-clauses (b), (c), (d) and (e), the Company warrants goods and services against:-
- (i) departures from its standards and specifications, or in the case of goods manufactured to the Customer's specification departure from the customer's specification and defects in materials and workmanship becoming apparent under normal use within twelve months of delivery of goods or performance of services provided such are notified to the Company within twenty-eight days of becoming apparent.
- (ii) breach of the industrial property rights of which the Company is aware at the date of the contract, except in respect of designs provided by the customer.
- (b) If any goods or services do not comply with sub-clause (a) (i) the Company shall at its option repair the goods or supply a replacement or in the case of services rectify the breach.
- (c) the Company shall not be liable for:-
- (i) design defects, unless new design work is necessary specifically to fulfill the contract.
- (ii) any excess in total claims over the contract price.
- (iii) technical advice or assistance which it was not contractually bound to provide.
- (iv) any loss caused by delay and:-
- (v) any loss which the Company is precluded from recovering from a carrier by reason of the Customer's failure to give the notice necessary for such recovery.
- (d) Save as provided in these conditions and save in relation to death or personal injury resulting from the negligence of the Company either the Company, its servants or agents shall in any event be liable whether under this contract or in tort for any injury, loss or damage whether direct or indirect including but not limited to loss of contracts or loss of profits or other economic or consequential losses of any kind whatsoever caused arising in connection with the goods or services supplied by the Company.

(e) THE EXPRESSED WARRANTIES HEREIN ARE GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, CONDITIONS IN RESPECT OF QUALITY, FITNESS AND THE LIKE AND GUARANTEES SAVE THAT ARISING UNDER SECTION 12 OF THE SALE OF GOODS ACT 1979.

5. FORCE MAJEURE

The Company shall be excused non-delivery or delay in delivery directly or indirectly caused by, or resulting from, or made fundamentally more onerous by, events or circumstances beyond the Company's reasonable control (including but without limitation supplier's delays and trade disputes, whether of the Company's employees or otherwise). In the event of any deliveries being so suspended or delayed, the period of the contract shall be correspondingly extended, or if deliveries are suspended for six months or more either party may, by notice in writing to the other, cancel the contract whereupon the Company shall either issue a credit note or invoice, as appropriate, in an amount equal to an equitable portion of the total contract price.

6. PAYMENT

Payment shall be made nett and without setoff so as to be received on or before the twenty-first day of the calendar month following the month of invoice. The Company shall be entitled to charge simple interest on overdue accounts at a rate of 0.05% per day. For sales made within the U.S.A in addition to all other rights and remedies that Seller may have for any breach of the terms hereof committed by buyer. Buyer shall pay to Seller on Seller's demand, any and all expenses including without limitation, court costs and attorney fees, paid or incurred by Seller in protecting or enforcing its rights hereunder.

7. PASSING OF PROPERTY AND RISK

- (a) The risk in goods supplied by the Company shall pass to the Customer on delivery of the goods (or to the order of the Customer) in accordance with the terms of the contract.
- (b) Whether or not the risk in goods shall have passed to the Customer, the property in goods sold shall be and remain in the Company until the Company has received payment in full for them, together with payment in full for any goods supplied by the Company to the Customer the price for which is overdue for payment. Pending receipt by the Company of such payments, the Customer shall hold the goods for the company as fiduciary bailee.
- (c) when payment for goods is overdue or the customer suffers distress or execution to be levied against his or its effects, makes an arrangement or composition with creditors or being a corporate body, enters into liquidation (otherwise than for the purpose of amalgamation or reconstruction where the corporate body, as amalgamated or reconstructed, accepts in full the Customer's liability to pay for the goods), or has a receiver appointment for the whole or any part of its undertaking or, being an individual, has a receiving order in bankruptcy made against him, then:-
- (1) If the Customer remains in possession of the goods, whether or not the Customer has sold them, the Company, shall be entitled to recover the goods from the customer; or

(2) if the customer has parted with possession of the goods by way of sale, whether or not the goods have been mixed with or incorporated into other goods, the Customer, having sold them as fiduciary bailee, shall hold in trust for the Company so much of the proceeds of sale of the goods as represents the Customer's liability to the Company in respect of them.

8. EXPORT DELIVERIES

In respect of all contracts for sales of goods or execution of works outside the U.K. the Customer will provide any necessary export licenses, import licenses or exchange control authorisations within a reasonable time.

9. RETURN OF PACKAGES

A charge may be made for drums or returnable packages, but, if so, full credit will be given if they are returned to a point of despatch carriage paid and in good condition within three months of invoice date.

10. UNDER/OVER DELIVERIES

The Company may deliver an excess or deficiency of up to 5% of the order and payment shall be made pro rata to contract price.

11. WORK ON SITE

If the contract includes either work or supervision on site:

- (a) The necessary fuel, water, lighting, power and storage accommodation required by the Company shall be provided by the Customer at his own cost, and
- (b) The Customer warrants that the site is safe for the work and the foundations are suitable for any plant and machinery to be installed.

12. TOOLING

The Customer shall pay the cost of any tools specially bought or made for the purpose of the contract when the first sample is submitted. Such tools shall, despite payment, remain the property of the Company, which shall keep them in reasonable repair but may dispose of them if they have not been used for two years.

13. SCHEDULED ORDERS

If there are to be schedules of requirements from time to time:-

- (a) the provision for under over deliveries shall apply to the quantities shown on each of the Customer's schedules.
- (b) No arrears of goods will be subject to cancellation unless agreed in writing between the Customer and the Company:

and

(c) The Customer will be committed to accept delivery of the goods scheduled for the next ensuing three months, and will be liable for the cost of raw materials and other purchases made by the Company for the purpose of the Customer's scheduled requirements in respect of the following three months thereafter.

14. ASSIGNMENT

The Contract or any part thereof shall not be assigned by the Customer without the prior written consent of the Company.

15. LAW

The Law of England shall govern the formation, interpretation and enforcement of the contract.

E&OE

HYDRAQUIP Group of Companies

Hydraquip Hose & Hydraulics Ltd
Registered Office: 11 Queens Road, Brentwood, Essex, CM14 4HE. Registered in England No: 4937556

Gatwick Hose Services Ltd t/a Hydraquip Braided Hose Division Registered Office: 11 Queens Road, Brentwood, Essex, CM14 4HE
Registered in England No: 2509057

Hydraquip Ltd t/a Hydraquip Metal Hose Division
Registered Office: 11 Queens Road, Brentwood, Essex, CM14 4HE. Registered in England No: 02807198

Hoseline Hydraulics Ltd t/a Hydraquip Hose & Hydraulics Bristol Registered Office: 11 Queens Road, Brentwood, Essex, CM14 4HE
Registered in England No: 9488590