

The Buyer's attention is particularly drawn to Clause 11

1. Definitions

Seller	means Quality Hydraulics Ltd. of Unit 16 Avenue Three, Chilton Industrial Estate, Chilton, FERRYHILL DL17 OPB.
Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the items which the Buyer agrees to buy from the Seller as set out in the Schedule.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

2. Conditions

- 2.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3. Charges and payment

- 3.1. The price for Goods:
 - 3.1.1. shall be the price set out in the Order Confirmation or, if no price is quoted, the price set out in our published price list as at the date of delivery or collection; and
 - 3.1.2. shall be exclusive of all costs and charges of packaging, insurance and transport of the Goods, which (if applicable) shall be invoiced to you, and payable by you.
- 3.2. The charges for Goods and/or Services shall be the charges set out in the Order Confirmation or, if no charges are quoted, will be calculated on a time and materials basis in accordance with our hourly fee rates, as set out in our current price list at the date of the Contract.
- 3.3. We shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of any materials.
- 3.4. We reserve the right to increase the price of the Goods and/or Services, by giving notice to you at any time before delivery or collection, to reflect any increase in the cost of the Goods and/or Services to us that is due to:
 - 3.4.1. any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 3.4.2. any request by you to change the delivery or collection date(s) or location, quantities or types of Goods ordered, or the Goods Specification and/or Services Specification; or

3.4.3. any delay caused by any instructions from you in respect of the Goods and/or Services or your failure to give us adequate or accurate information or instructions in respect of the Goods and/or Services.

4. Payment and Interest

- 4.1. Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.
- 4.2. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 2% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after, as well as before any judgment.
- 4.3. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

- 5.1. The Goods are described in the quotation.
- 5.2. The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Warranties

- 6.1. The Seller warrants that for a period of 12 months commencing on the date of delivery of the Goods (Warranty Period), the Goods shall:
 - 6.1.1 conform with their description;
 - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
 - 6.1.3 be fit for the purpose held out by the Seller.

7. Delivery of the Goods

- 7.1. Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2. The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3. The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 7.4. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

- 8.1. The Buyer shall be deemed to have accepted the Goods 7 days after delivery has been received by the Buyer.
- 8.2. The Buyer shall carry out a thorough inspection of the Goods within 3 days and give notice in writing to the seller after discovering that some or all of the Goods do not comply with the Warranty above.

The Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

- 8.3 Where the Buyer has accepted or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage and packing of Goods

- 10.1. Unless otherwise agreed in writing, prices quoted exclude the cost of delivery and packing.
- 10.2. Where the cost of delivery and/or packing is known at the time we issue an Order Confirmation, we will inform you of those costs in such Order Confirmation.
- 10.3. For destinations in Great Britain, unless otherwise agreed in writing, we will select the mode of transport with due regard to urgency and cost and charge you accordingly.
- 10.4. For destinations in Northern Ireland, unless otherwise agreed in writing, Goods will be delivered EXW (ExWorks) in accordance with the most recent Incoterms.
- 10.5. For destinations outside of the United Kingdom, unless otherwise agreed in writing, Goods will be delivered CPT (Carriage Paid To) the Delivery Location in accordance with the most recent Incoterms. We will select the mode of transport with due regard to urgency and cost and you will be charged for such costs at the rate prevailing.
- 10.6. Unless otherwise agreed in writing, any packing in which the Goods are shipped is intended to be sufficient only to protect the Goods under normal conditions of transit and for the normal period of transit. If you have specific packing requests, please inform us prior to submitting an Order. Carriage will be chargeable on all sales.

11. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 11.1.2. fraud or fraudulent misrepresentation;

- 11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 11.1.4. defective products under the Consumer Protection Act 1987.
- 11.1.5. any matter in respect of which it would be unlawful for the Contractor to exclude or restrict liability.
- 11.2. Subject to clause 11.1:
 - 11.2.1. the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 11.2.2. the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the 100% of the total sums paid by you for goods and/or services under such contract.
- 11.3. After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4. This clause 11 shall survive termination of the Contract.

12. Notices/Communications

- 12.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 12.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- 12.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Entire Agreement

- 13.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14. Force Majeure

- 14.1. If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

14.2. For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

14.2.1. Strikes, lockouts or other industrial action;

14.2.2. Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

14.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

14.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

14.2.5. Political interference with the normal operations.

15. Survival of Causes of Action

15.1. The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

16. Severability

16.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

17. Waiver

17.1. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Variation

18.1. No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

18.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19. Law and Jurisdiction

19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).