



## CONDITIONS OF SALE

All contracts of sale made by Harrison & Clough Limited (hereinafter called "The Company") are subject to these Conditions to the exclusion of any and all printed terms and conditions of the buyer which shall not form part of the Agreement. These Conditions cannot be varied, suspended, or added to except with the prior consent in writing of the Company.

1. If subsequent to any contract of sale which is subject to these conditions a contract of sale or made with the same Buyer, whether "in writing or orally" without express reference to any conditions such contracts shall be deemed to be subject to these conditions.
2. The Buyer shall pay for the goods net cash by the end of the month following the month of invoice unless otherwise agreed. If settlement discount is to be offered this should be referred to on the front of the invoice or by prior agreement with the Buyer concerned. The Company reserves the right to charge interest on all overdue accounts at 4% above Bank of England base rate or statutory interest, whichever shall be the greater.
  - 2a. If the Buyer fails to pay for the goods in accordance with Condition 2, all invoices issued to the Buyer by the Company will become payable forthwith at the full price without set off, notwithstanding the fact that the accounts payable under such other invoices are not yet due and payable. All such invoices shall be subject to interest in accordance with clause 2.
3. All tenders are open for acceptance for not more than 14 days from the date thereof unless otherwise stated and any order given in respect of a tender is not binding until accepted by The Company in writing. Items marked "ex-stock" are quoted for subject to their being unsold upon receipt of order. All quotations/tenders are made on the understanding that goods will be charged at prices ruling at the date of dispatch. Where an order is received for a quantity less than quoted for or where delivery is required in instalments smaller than those specified in the quotation, prices may be subject to an increase.
4. Zinc Plating and other protective finishes: The Company will undertake to supply fasteners with a protective coating at the request of the Buyer but such process shall be considered to be a modification and shall absolve the Company from all warranties except where the plating process has been carried out by the manufacturer, whose normal trading conditions shall then apply.
  - 4a. Plated Finishes - No plating process will guarantee completely the freedom from hydrogen embrittlement. Therefore, we cannot be held liable for any loss or damage which occurs as a result of product failure by hydrogen embrittlement.
5. Special Parts - No responsibility whatsoever can be accepted for goods supplied to Buyer special dimensions unless a detail drawing of such components is provided at the enquiry stage. Should such drawing be provided, and production errors occur the Company will accept no liability other than such rights as are granted pursuant to the manufacturer's conditions of sale.

6. A schedule order (i.e., an order calling for delivery spread over a specified period) shall constitute unqualified authority for stockholding and shall define the Customer's liability. Scheduling of an order shall permit the Company to complete delivery of the whole order within six months from receipt except by mutual agreement between the Company and the customer. In the case of an order to be delivered in instalments each delivery should be deemed to constitute a separate contract for the purpose of payment, therefore payment within the Company's conditions of sale shall be a condition precedent to any further delivery.

7. Cancellation of orders for specials or goods obtained specially will not be accepted. Cancellation of orders and return of goods to stock can be accepted on the basis of a 25% handling charge at the Company's discretion. In all such cases the Company's decision shall be final.

7a. Orders for special goods will only be accepted in writing.

8. Any date or period for delivery or any rate of delivery stated in the Agreement is intended by the Company and accepted by the Buyer as being an estimate only not giving rise to contractual obligations. The Buyer shall not be entitled to rescind the Agreement or reject any goods or claim damages on account of delay unless the Company fails to make delivery within a reasonable time having regard to all the circumstances including the matters referred to in Condition 10. The Company shall not in any event be liable for any special consequential or indirect loss or damage (including but without limitations any loss of or in respect of profit or wages or overheads) suffered by the Buyer as a result of any delay in or failure of delivery.

9a. Delivery shall be deemed to be affected and risk in the goods shall pass as follows:

i. In the case of goods to be collected by the Buyer or the Buyer's Agent when the goods in question are loaded on to the vehicle collecting them.

ii. In all other cases when the goods in question are unloaded at the address nominated by the Buyer or the Buyer's Agents for delivery.

9b. Title in the goods shall remain in the Company and shall not pass to the Buyer until the Company has received not only the price of the goods the subject of the immediate contract but all other sums due to the Company on all other contracts.

9c. If at any time the Buyer is in default of payment for goods supplied, the Company shall be at liberty to retake possession of all goods supplied and unpaid, and the Buyer hereby consents to the entry of the Company or its duly authorised agent, to their premises for the purpose of such recover of possession.

10. The Company accepts no liability for damage or loss in transit (unless the Company acts as carriers) and claims for such damage or loss shall be made by the Buyer on the carrier. In the case of damage or deterioration both the Company and the carrier (if different) should be informed in writing within three days of receipt of the goods by the Buyer. In the case of loss (total or partial) the Company and the carrier (if different) should be informed in writing within seven days of receipt of the Company's invoice. Any claim which is not made as required by a paragraph (a) above or in respect of which the Company is not given as adequate opportunity to reweigh or inspect as the case may be absolutely barred.

11. The Company shall have a lien over all goods of the Buyer in the possession of the Company for any sum due to the Company for the Buyer under the Agreement or any other contract.

12. The acceptance of this order may be revoked (in the whole or part) or delivery dates postponed by the Company without liability in the event of any contingency beyond the Company's control which does or in the Company's opinion is likely to prevent hinder delay interrupt or interfere with the fulfilment of the order or any part thereof.



13. Except as herein provided all warranties and conditions whether express or implied and whether by statute or common law as to quality or fitness for any purposes are excluded. Goods found within three months of delivery date to be defective or not in accordance with specifications will be replaced at the place of original delivery if, but only if: immediate notification is given of finding or suspicion or defect or deviation from specification and facilities are given for access to inspection investigation and testing of the suspect goods. This warranty does not apply to and no responsibility is accepted for goods which have suffered or been subjected to undue wear and tear accident mis-use improper application modification neglect for overloading and in no circumstances shall the Company be liable for loss or damage of any kind indirectly or directly caused by or arising from goods supplied or for any accident or injury to personnel or damage to property howsoever arising from or in the course of using such goods. Any claim that goods supplied are unfit for purpose or not of merchantable quality shall where liability is proved otherwise admitted be limited to the invoice value of the said goods the subject of complaint.

14. Every endeavour will be made to deliver to correct quantity ordered but owing to the difficulty of producing exact quantities quotations are conditional upon a margin of 10% being allowed for overs or shortages the same to be charged for or deducted pro rata.

15. Carriage, under certain conditions, as communicated from time to time, will be paid on all deliveries made by the Company's own transport on regular delivery notes. The cost of all urgent deliveries by other means must be met by the Buyer. Special consignment orders will be delivered to customer's site addresses by agreement prior to the contract only and will not automatically be considered part of the Company's carriage paid service.

16. The Company accept no responsibility and are not to be liable for the cost of work or other charges expended or put-upon goods supplied by them and subsequently found to be defective.

17. Any error omission misrepresentation or mis-statement in the Agreement or in the course of negotiations leading thereto shall not entitle either party to rescind the Agreement nor (unless the error omission misrepresentation or mis-statement related to a matter materially affecting the value of the goods and the Agreement has been entered into in reliance thereon) shall either party be entitled to any damages or compensation in respect thereof.

18. The Company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Buyer and no waiver by the Company of any breach by the Buyer shall operate as a waiver of any subsequent breach.

19. In the event that any of these terms & conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or un-enforceability shall in no way impair or affect any of the other conditions hereof all of which shall remain in full force and effect.

20. The construction validity and performance of the Agreement shall be governed by English Law.

