

Hillcrest

Machinery & Engineering (Portchester) Ltd

Precision Engineers & Engravers
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1. Conditions Applicable:

- i) These Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other Terms and Conditions including any Terms or Conditions which the Seller may purport to apply under any sales offer or similar document.
- ii) Despatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
- iii) Any variation of these Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Buyer.

2. Price and Payment:

- i) The price shall be the Seller's quoted price or the price set out in the PO. The price is exclusive of VAT which will be due at the rate ruling on the date of the Seller's invoice.
- ii) Payment of the price and VAT shall be due within 60 days of the date of the invoice.
- iii) The Buyer may set off against the price including any applicable VAT payable amounts due from the Seller whether under the applicable contract of sale or otherwise.

3. Limitation Clause:

- i) The Seller shall ensure that all the Goods shall be manufactured stored tested and packed in accordance with all British Standards applicable to them and that all the Goods are of satisfactory or the very best quality and fit for the purposes for which the Buyer intends to use such Goods.
- ii) The Goods shall be marked in accordance with the Buyer's instructions or the specifications and all lawful requirements and properly packed and secured for delivery to the Buyer in an undamaged condition.
- iii) All representations statements or warranties made or given by the Seller its servants or agents (whether orally in writing or in any of the Seller's Brochures Catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the contract of sale.
- iv) The Seller shall comply with the expressed specification and all applicable British standards and legal requirements concerning the design manufacture processing storing and testing of the Goods.
- v) The Seller shall permit the Buyer to inspect and test the Goods during their manufacture and processing.
- vi) If the Buyer is not reasonably satisfied that the Goods or their manufacture or processing comply in all material respects of the contract, the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance.
- vii) The Seller upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk and expense of the Seller.
- viii) The Seller agrees to permit the Buyer to return any of the Goods which are not in accordance with the Contract at any time up to one month after delivery notwithstanding that the Goods may have already been accepted by the Buyer.
- ix) The Buyer may set off against any payment due to the Seller (whether under this contract or otherwise) the price of such Goods. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Goods the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for the net proceeds of such sale).
- x) The Seller shall indemnify the Buyer against all claims by the Customers of the Buyer and their sub-buyers arising out of any breach whatever by the Seller of this Contract for Sale due to want of satisfactory quality of lack of fitness for purpose of the Goods or any of the Goods.
- xi) If the Buyer shall be subject to any claim for a third party that the Goods infringe such third party's intellectual property rights then the Seller shall indemnify the Buyer against such claims subject to the Buyer allowing the Seller to conduct any proceedings or negotiations (in the name of the Buyer if the Seller so requests) provided that this indemnity shall not extend to the loss to the extent covered by any policy of insurance maintained by the Buyer.

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4. Delivery: i) Delivery of the Goods shall be made to the Buyer's address on the delivery date.
ii) The Goods shall be at the Buyer's risk as from delivery.
iii) If the Seller fails to deliver all of the Goods in accordance with the contract on the delivery date then without prejudice to the Buyer's rights for the breach of contract:
a) The Buyer may terminate the contract. In this event without prejudice to the Buyer's other remedies the Seller shall promptly collect any Goods which have been delivered.
b) Where delivery of a quantity of the Goods which correspond to the contract which is less than the agreed quantity has been tendered and the Buyer has not exercised his rights of terminate under sub-clause a) the Buyer may accept the Goods which correspond to the contract and recover for the Seller's breach in respect of the failure to deliver the remainder of the Goods.
c) The Buyer may require the Seller promptly to deliver sufficient Goods which correspond to the contract and comply with the quantity required. The Buyer may exercise these rights by written notice to the Seller.

5. Assignment: The Seller shall not assign sub-contract licence or otherwise dispose of any part of its rights or obligations under this contract without the prior consent of the Buyer.

6. Cancellation: The Buyer may cancel this contract at any time before all the Goods are delivered by written notice. On giving such written notice:

a) The Seller shall cease to be bound to deliver and the Buyer shall cease to be bound to receive delivery of any further Goods.
b) The Buyer shall cease to be bound to pay that part of the price that relates to Goods which have not been delivered.
c) The Buyer shall not be liable for any loss of damage whatever arising from such cancellation.

7. Intellectual Property:

i) The Seller will indemnify the Buyer against any claim that the sale or use of the Goods by the Buyer contravenes any third party's intellectual property rights.
ii) Where any specification and design of the Goods or any of the Goods have been provided by the Buyer the copyright design right or other intellectual property in them shall remain the property of the Buyer.

8. Certificate of Conformity: The Seller shall provide the Buyer with Certificates of Conformity without cost to the Buyer. The Buyer will not accept any minimum order charges from the Seller who should cover administration charges within the pricing of individual items.

9. Governing Law:

i) This contract is subject to the Law of England and Wales.
ii) All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

10. Right of Access

Where reasonable notice is given The Buyers representatives and/or its customers and/or regulatory authorities shall be allowed access to the Vendors premises to check the progress or quality of the work carried out.

11. Additional Requirements: The supplier has an obligation to notify the buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain the buyers approval.

It is the responsibility of the supplier to ensure that they are working to the latest revision of any specifications, drawings, legislation or other requirements stated on our order.

Where stated on our purchase order the revision status of any Referenced Specifications, Drawings, Process requirements, inspection / Verification Instructions or other relevant technical data specified should be stated on Certificates of Conformity.

We require all our staff, suppliers and sub-contractors to ensure that they are aware of the consequences and possible legal actions of introducing counterfeit product into the Supply chain and, where applicable, have systems in place to ensure that this is maintained throughout the supply chain and operations.

The company has a zero tolerance policy regarding any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes).

All suppliers are required to follow our Code of Conduct (Appendix B) and to maintain the highest standards of ethical behaviour.