

**STANDARD CONDITIONS OF SALE
of J.HILL & CO (Engineers, Melton Mowbray) Limited (“the company”)**

1. GENERAL

- 1.1 All quotations are made and all orders are accepted to these conditions. In the event of any inconsistency between these conditions and the customer's conditions of purchase or supply, these conditions shall prevail.
- 1.2 The written contract comprised by company's quotation (incorporating these conditions); any agreed special conditions; the customer's order and the company's confirmation of order constitute the entire agreement between the company and the customer and may only be varied in writing signed (in the case of the company) by one of its directors or under authority of a director. All previous verbal or written negotiations or representations by or on behalf of either the company or the customer are superseded.
- 1.3 Information contained in the company's advertising literature is provided for general guidance purposes.
- 1.4 The agreement is subject to English law and to the jurisdiction of the English court.
- 1.5 Hill Trident is a trading name of J.Hill & Co (Engineers, Melton Mowbray) Limited.

2. ORDERS

- 2.1 Prices quoted are open to acceptance (unless previously withdrawn) for not more than 30 days from the date of quotation unless otherwise stated and are therefore subject to confirmation.
- 2.2 We have the right before executing an order to require the purchaser to prove to our satisfaction that he will fulfil all his obligations and make payment on the due date. Should the purchaser fail to give the necessary satisfactory proof, we have the right to refuse to supply the order without prejudice to any claim for damages we may make.

3. DELIVER

- 3.1 Goods will be delivered to the location specified in the customer's order. The customer must provide, at its own expense, suitable access to the delivery point on hard standing, and its own personnel for the unloading of the vehicle(s).
- 3.2 Unless specifically agreed in writing, any date for delivery specified by the company is an estimate only and any failure to deliver goods on that date shall not constitute breach of contract or negligence, nor shall the company be liable for the consequences of the delay.
- 3.3 If the customer fails to take delivery from the company, or if access is unsuitable or the customer's personnel are not available to unload the vehicle, so that the consignment is returned to the company's works a charge will be made for the handling and storage of the goods, and the customer will be liable for wasted and/or additional transportation costs incurred by the company.

4. RISK

Risk shall pass to the customer and the customer is responsible for all loss, damage and deterioration of the goods;

- 4.1 If the company delivers the goods by its own transport – at the time when the goods are off loaded at the place of delivery; or
- 4.2 If the company does not itself effect delivery – when the goods leave the company's premises; or
- 4.3 (In a case where the customer is to collect the goods, and if earlier) – 7 days after notification by the company that the goods are ready for collection. Any storage of goods on the company's premises after the expiry of this period is at the customer's risk.

5. PAYMENT

Unless otherwise specifically agreed by the company in writing, the terms of payment shall be;

- 5.1 Where goods have been supplied by the company or by others, and those goods have been installed, erected or modified by the company, or where repairs or modifications have been made to existing goods, or for any other type of work requiring the attendance on the customer's site or a third party's site by representatives of the company, payment shall be due in full immediately following the completion of the work.
- 5.2 Where goods have been supplied to the customer for installation, erection or modification by the customer or by others, payment shall be due in full prior to delivery.
- 5.3 Where the customer has authorised account terms with the company, payment shall be due in 30 days from the date of invoice.
- 5.4 Payment terms are clearly indicated on all quotations and invoices by the company.

6. RETENTION OF TITLE

- 6.1 Title of goods sold by the company does not pass to the customer until the invoice price, and any other money which is due and payable by the customer to the company at the date of this agreement has been paid in full.

6.2 If the customer resells the goods before the invoice price has been paid, then the company has the right to the proceeds of the sale or a part of the proceeds sufficient to discharge the invoice price of the goods, which the customer agrees to hold in trust for the company.

6.3 If the customer has re sold the goods or passed the goods on to a third party, the title of the goods remains with the company until the invoice has been paid in full.

6.4 The company reserves the right for its employees or agents of the company to enter the customer's premises to repossess goods subject to this retention of title. In the event of the goods being at the premises of a third party by the direction of the customer, then the customer shall, if required by the company, remove the goods and return them to the company immediately.

7. PRICE

7.1 Unless otherwise specified, all prices are exclusive of Value Added Tax (VAT) at the prevailing rate at the tax point / invoice date

7.2 The price quoted by the company is at its ex-works current price (unless otherwise indicated). The company reserves the right to revise the contract price of the goods at the date of despatch to take account of increase in costs including (without limitation) wages, materials, transport and overheads between those prevailing at the date of the contract and those at the date of despatch.

7.3 In the event of any alteration being required by the customer in the design or specification the company shall be entitled to make an adjustment of the contract price corresponding to such alteration

8. INSTALLATION OF PRODUCTS

The company reserves the right to charge for the recovery of labour, plant and material costs in the event of rectification of;

8.1 Clearance of perimeter lines, or

8.2 Major obstructions encountered on installations, including (without imitation) rock, concrete or large voids or

8.3 Any repositioning or products from a previously agreed location.

9. CLAIMS

9.1 The customer shall have no claim for shortages or defects unless;
(i) the customer inspects the goods and a written complaint specifying the shortage or defect is made to the company with 3 days of delivery of the goods (in the case of shortage or visible defects) or as soon as possible after discovery of the defect (if it was not visible at the time of delivery), and
(ii) the company is given an opportunity to inspect the goods and investigate any complaint before any use is made of the goods.

9.2 Notwithstanding the periods provided in condition 9.1 for making claim, the company will not accept responsibility for notifying carriers of, nor will it have any liability to the purchaser for, any claim for shortage or defect in respect of any loss, damage, delay in transit, mis-delivery or non-delivery, unless the customer puts the company in possession of relevant information in reasonable time for the company to comply with the claims procedure under the carrier's conditions current at the commencement of transit.

9.3 The customer shall not be entitled to any claim in respect of any repairs or alterations to goods undertaken by the customer without the prior specific written consent of the company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

10. LIABILITY

10.1 Subject to the Unfair Contract Terms Act 1977, all implied terms, conditions and warranties are excluded and the company's liability in relation to any claim (whether for breach of contract or in tort) shall not, in any circumstances, exceed the invoice price of the goods, nor shall the company be liable for any consequential or indirect loss or damage.

10.2 In the event of the condition of the goods being such as would (subject to these conditions) entitle the customer to claim damages or to repudiate the contract, the customer shall not do so immediately but shall first ask the company to repair or supply satisfactory substitute goods free of cost within a reasonable time. If the company does so repair the goods or supply satisfactory goods the customer shall be bound to accept such repaired or substituted goods in complete satisfaction of any claim.

11. TIME AND FORCE MAJEURE

11.1 The company shall be under no liability if it is prevented from carrying part of its agreement for any cause beyond its control.

11.2 The company shall not be strictly bound by any dates agreed upon in the contract, but shall make all reasonable efforts to complete the work by such dates. Time shall not be the essence of the contract.