

## **Standard Terms and Conditions of Sale**

### **1. Variations of terms and conditions**

All quotations are made and all orders are accepted subject to the following terms and conditions and to those appearing on the front of this form and no agent of Hooton Engineering (hereinafter called "the Company) which where the context admits included the dealer on whose behalf the quotation is made or order accepted is authorised to vary or add to the same by way of condition warranty or otherwise or to make any representation whatsoever to the customer nor shall such variation or additional representation if made be binding on the company unless the same is confirmed by the company in writing.

### **2. Payment and terms**

- (i) New customer first orders will be Proforma cash payments. Prior to commencement of work and shipment of the goods.
- (ii) All orders shall be payable in full within 30 days of completion of the contract by the company subject to credit checks and orders within the Company suitable credit limits .
- (iii) The Company may exercise its right to charge interest in accordance with Late Payment Legislation on the balance outstanding of any account which shall remain unpaid after the said period of 30 days from invoice date until such time as the balance is paid in full.
- (iv) If a labour and/or fitting charge is included in the quotation by the Company this shall be specifically and separately quoted and unless it is so quoted such labour and/or fitting charge is not included in the quoted price for the contract.
- (v) The Company reserves the right to increase the contract price at any time up to completion of the contract to cover increases in costs which may from time to time unavoidably occur.
- (vi) Quotation values will remain valid for 10 working days to reflect changes steelwork prices.

### **3. Orders**

- (i) No order shall be commenced nor goods delivered by the company until the order and the price for the said goods and work has been confirmed by the customer to the company in writing.
- (ii) No order shall constitute a valid contract binding on the company until accepted by the company in writing and thereafter cannot be cancelled by the customer without the written consent of the Company.
- (iii) In the event of the customer's obligation to the Company whether under this or any other contract whatsoever not being met or if the Company is of the opinion that such obligation will not be met the Company reserves the right to cancel any uncompleted order or to suspend delivery in respect of such order without prejudice to any other remedy the Company may have and in particular to clause 6 hereof.



Certificate No  
12880  
BS EN 1090  
Structural

Registered Address  
The Old Court House  
24 Market Street  
Gainsborough  
Lincolnshire  
DN21 2BE

Company Reg No 04125393 VAT No 764143728



Cert No  
12880  
ISO9001

- (iv) Customers' order forms containing special printed conditions will be understood to be binding only when not a variance with these terms and conditions.

#### 4. Additional Work

In the event of any additional work not specifically quoted for being necessary the customer agrees to defray the cost and make all necessary arrangements.

If the Company agrees to carry out work or any additional work over and above the order or quotation such work shall be charged on the time and material (quantum meruit) basis unless the same is made the subject of a separate order or quotation and priced accordingly.

In the event of the Company being requested by the customer to make any alterations to any work undertaken by the Company the Company shall be entitled to make an extra charge on a quantum meruit basis to cover such alterations.

#### 5. Description of Goods

- (i) The Company reserves the right to modify or alter the design or construction of the goods and where specified materials are not available to substitute other materials.  
All descriptive specifications and drawings all particulars and dimensions and all other specifications issued by the Company are approximate only and clerical and technical errors are subject to correction.
- (ii) Copyright in all such specifications and drawings is reserved, they remain the property of the Company and must not be used other than in connection with the equipment supplied by their order without the previous written consent of the Company.
- (iii) Any performance figures given by the Company are given on the understanding that they are correct to the best of the Company's knowledge and experience but cannot be guaranteed.

#### 6. Passing of Ownership of Property

All work carried out by the Company any materials and equipment used in connection therewith shall remain the property of the Company and such works materials and equipment shall be deemed to remain in the possession of the Company until payment of the full price is made by the customer.

In the event of the customer not making payment to the Company in compliance with these terms and conditions of sale the Company may remove all materials and equipment and shall have the right for that purpose to dismantle any machinery which may have been fitted and the customer shall offer for the purpose of enabling the Company to exercise its right hereunder permit for the workmen or agents of the Company to enter upon the customer's premises for the purpose of effecting such dismantling or removal and such rights shall be without prejudice to the further right of the Company to recover the full amount due to it under any contract with the customer in damages or otherwise.

The Company further shall be entitled to trace the goods or the proceeds of sale from the customer by a liquidator or receiver.



Certificate No  
12880  
BS EN 1090  
Structural

Registered Address  
The Old Court House  
24 Market Street  
Gainsborough  
Lincolnshire  
DN21 2BE

Company Reg No 04125393 VAT No 764143728



Cert No  
12880  
ISO9001

The acceptance by the customer of this condition shall be fundamental to any contract hereunder.

## 7. General Liability

The goods manufactured by the Company are supplied with the following express warranty:

- (i) Upon receipt by the Company of notice in writing of any alleged defect within 6 months from the sale of which the equipment is delivered the Company will replace or repair free of charge any items of the equipment of the Company's own manufacture requiring replacement or repair by reason of defective material or workmanship.
- (ii) This warranty does not apply to any equipment or proprietary party or accessories not manufactured by the Company although supplied by the Company.  
The Company however undertakes to pass on to the customer such benefit as it may receive from any warranty given to the Company by the supplier of each equipment parts or accessories.
- (iii) No claim for replacement or repairs shall be entertained by the Company unless within 14 days of discovery of the alleged defect.
  - (a) The customer gives the Company in writing full particulars of the equipment in question and the date of its delivery and the reason for the claim and
  - (b) The part or parts complained of are returned carriage paid to the Company.
- (iv) This warranty shall not apply to
  - (a) Any part injured by fair wear and tear, neglect, maltreatment or improper use or storage
  - (b) Any part which has been altered other than on the instructions of and with the approval of the Company or to which any part not manufactured by the Company has been fixed.
  - (c) Any second hand demonstration or re-conditioned goods or part thereof
- (v) If the Company is of the opinion that such a claim is substantiated the repaired or replacement part or parts will be delivered by the Company to the customer free of charge.
- (vi) The Company shall be under no liability for any expenses whatsoever incurred in removing or having removed the defective part or fitting or having fitted the repaired or replacement part. The liability of the Company is limited to the terms of the foregoing warranty which is given in the place of and excludes all conditions and warranties and liabilities whatsoever implied by common law statute custom or otherwise. Further and without prejudice to the generality of the foregoing the Company shall not be liable in contract for tort (including negligence) or otherwise for:
  - (a) injury or death of any person or animal
  - (b) damage to or destruction of any other equipment or property of whatever kind.
  - (c) any loss of production capacity or profits or any resultant loss or damage whatsoever and howsoever caused whether arising from any defects in the equipment or otherwise related to its construction, installation or use or from any failure of the equipment to correspond to any description specification or express condition or warranty.



Certificate No  
12880  
BS EN 1090  
Structural

Registered Address  
The Old Court House  
24 Market Street  
Gainsborough  
Lincolnshire  
DN21 2BE

Company Reg No 04125393 VAT No 764143728



Cert No  
12880  
ISO9001

**8. Surplus Materials**

All surplus materials supplied remain the property of the Company.

**9. Delivery**

- (i) If the goods are consigned by rail or road any damage loss or shortage in transit must be notified to the British Transport Commission or road haulage contractor and to the Company within 24 hours of receipt of the goods.
- (ii) In the event of any non-delivery of goods this must be reported in writing to the Company within 10 days from the date of despatch by the Company or the Company accepts no liability whatsoever for loss damage or non-delivery.
- (iii) All prices quoted are ex-works prices and a delivery charge will be quoted on application in writing.

**10. Cancellation**

In the event of cancellation the Company reserves the right to retain all of the deposit to cover expenses incurred by the Company, in addition to the rights set out herein.

**11. Arbitration**

The laws of England shall govern any contract arising out of the acceptance of these terms and conditions and if at any time any question, dispute or difference whatsoever shall arise between the customer and the Company in connection with this contract the goods supplied or services performed thereunder or the meaning operation or affect thereof the same shall be referred to arbitration of a single arbitrator to be agreed upon by the customer and the Company or in default of agreement to be nominated by the president for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1950 and any statutory modifications or re-enactment thereof for the time being in force.



Certificate No  
12880  
BS EN 1090  
Structural

Registered Address  
The Old Court House  
24 Market Street  
Gainsborough  
Lincolnshire  
DN21 2BE

Company Reg No 04125393 VAT No 764143728



Cert No  
12880  
ISO9001