

HORIZON UTILITY SUPPLIES LTD. – TERMS AND CONDITIONS OF SALE

1. General

All products are sold and services supplied to these terms and conditions and in so far as they may be excluded all other liabilities, conditions, guarantees, warranties, terms, undertakings and representations, expressed or implied, statutory or otherwise are hereby expressly excluded and unless previously agreed in writing by an authorised officer (i) no verbal, written or other addition hereto or variation or waiver hereof shall be effective and in the event of any conflict or inconsistency between these conditions and the terms of any order or acceptance these conditions shall prevail. The giving of any delivery instructions, the acceptance of or payment for any products or any conduct or confirmation of the transaction hereby contemplated shall constitute unqualified acceptance by the purchaser of these conditions.

2. Validity

Quotations and offers are open for acceptance within 30 days only from date thereof and are subject to our written confirmation of such acceptance. The right is reserved to withdraw any quotation or offer at any time either verbally or in writing and no liability whatsoever shall be incurred by such withdrawal.

3. Price

Prices are quoted in Sterling, Ex Works and are based on the cost of materials, labour, transport, duties, levies, currency exchange rates and statutory obligations ruling at the date of quotation and if between delivery of all the product there occurs any increase in any of such costs, the price payable may be increased to allow for such variations. We shall be entitled to increase such price in the event of any error or omission on our part, our services or agents affecting price or its calculation.

4. Misrepresentations

We shall be under no liability nor shall the purchaser be entitled to any remedy by the reason of the Misrepresentation Act 1967 to the extent (if any) that the court or any arbitrator may allow reliance on this provision as being fair and reasonable.

5. Passing of Property

a. The property of products shall not pass to the purchaser until they have been delivered and the total price thereof and any other payments due to us from the purchaser in respect thereof have been made.
b. If payment of the total price or other sums is not made on the due date, we shall have the right with or without prior notice at any time to retake possession of the whole or any part of the products (and for that purpose to go upon any premises occupied by the purchaser) thereof without prejudice to any of our other remedies.

6. Transfer of Risk and Insurance

The risk of the products shall pass to the purchaser as follows:

a. In all cases where all the products are to be delivered to an address in the UK, the risk will pass when all goods have been delivered.
b. In all cases where goods are to be collected by the purchaser all risk will pass when the products have been collected by the purchaser or by anyone acting on behalf of the purchaser, or if the purchaser fails to collect the products within 14 days after we have given written notice that the products are ready for collection.

7. Acceptance of Order

The purchasers order must be accompanied by all information and instructions necessary to enable us to proceed with the execution thereof.

8. Instalments

In the case of an order for delivery and payments for products by instalments, every delivery of products shall be deemed to be the subject matter of a separate contract and failure of delivery or in payment for any one or more of the said instalments shall not, subject to our rights contained in these Conditions, entitle the purchaser or us, as the case may be, to treat such failure, as a repudiation of any further instalments.

9. Part Deliveries

Where an order is in respect of a number of products (whether the same or different) we reserve the right to despatch all or any number thereof, and the purchaser shall accept such deliveries and honour all statements in respect thereof in accordance with the terms and payment set out herein.

10. Damage or Loss in Transit

Packages and products must be examined by the purchaser on receipt and notification of damage or breakage must be sent in writing both to ourselves and the carrier thereof within 7 days of receipt of the products by the purchaser. In the case of either loss in transit or delay in delivery, notification in writing must be sent to both ourselves and the carrier thereof within 14 days of the date of the advice note relating to the products. Unexamined signatures shall not relieve the purchaser of any liability and we shall not be responsible for any claim if the purchaser fails to comply with this condition.

11. Acceptance of Goods

Unless with 14 days from the date of despatch we are notified in writing to the contrary products shall be deemed to have been accepted by the purchaser.

12. Terms of Payment

a. Payment in full in Sterling before delivery may be requested at the vendors discretion.
b. For approved credit accounts, payment in full within 30 days from date of the invoice.
c. Export Shipment. If required by the vendor net cash payable in full by irrevocable divisible letters of credit confirmed by a London bank payable against on board bills of lading in our favour. The letter of credit must provide for partial shipments. All prices are the actual amounts payable to us free of all deductions whatsoever and the customer is responsible for all tariffs, taxes, import duties and all other charges and payments which may be levied, charged, assessed, or imposed in respect of the products.
d. Punctual payment is the essence of the contract.
e. If payment of the price or any part or instalment thereof is not delivered on the due date we shall be entitled to charge interest on the outstanding amount at the rate of 2% per calendar month (and any other costs incurred in relation to the recovery of any sums outstanding shall be for the purchasers account).
f. No deductions shall be made by the purchaser in respect of any set-off or counter-claim howsoever arising.

13. Packaging, Insurance and Carriage

Prices quoted exclude packaging, insurance and carriage to mainland UK destinations. Otherwise, delivery shall mean delivery ex works, all packaging, insurance and carriage, taxes and duties, shall be for the purchasers account.

14. Value Added Tax

Where applicable the purchaser shall pay to us in addition to the contract price a sum equal to the value added tax chargeable in respect of the value of the supply of products and or service.

15. Cancellations and Insolvency

a. If there is any default in or breach of any purchasers obligations hereunder or in any payments due to us under any contract whatsoever, or if any distress, execution or other legal process is levied upon or served against the purchasers property, or if the purchaser shall make an offer or make any arrangement or composition or commit any act of bankruptcy or if any petition or receiving order is presented or made against the purchaser, or if a company, any resolution or petition to wind the purchaser up shall be passed or presented, or if a receiver of all or any of its assets shall be appointed, then (without prejudice to other remedies) in each such case we shall have the right at any time to determine the contract and cancel any outstanding delivery and stop any products in transit and not withstanding any other provision, payment in respect of any delivery already made shall be immediately due.
b. The cancellation of an order by the purchaser shall not be effective without our prior written consent and shall be subject to the payment to us of such a sum as we shall consider reasonable in respect of work done and materials supplied or ordered.

16. Force Majeure

Every effort will be made to carry out any contract based on the quotation, but if we are prevented (directly or indirectly) from making delivery of the products or performing or completing any of our obligations hereunder by reason of acts of God, war, strikes, lockouts, trade disputes, or other industrial action, fire, droughts, floods, explosions, breakdowns, interruption of transport, refusal of licence, government or administrative action, delays in delivery to us or increase in the price of any goods or

materials, any statute rule, regulation, order requisition recommendation or directive of any government council or other authority or body, or case whatsoever (whether or not of the like nature to these specified above) outside our control, we shall be under no liability whatsoever to the purchaser and shall be entitled at our option (to be notified to the purchaser in person) either to cancel the contract whereupon we shall be relieved of all liabilities hereunder or to extend the time of its performance by a period equivalent to that during which performance by us has been prevented by the circumstances herein before referred to.

17. Delivery

We undertake to make every endeavour to adhere to our delivery schedule. Such schedule is however not guaranteed or to be deemed to be the essence of the contract and we shall in no case be liable for any delay in delivery or any losses resulting directly or indirectly therefrom howsoever caused and any delay in delivery shall not be sufficient cause for cancellation by the purchaser.

18. General Liability

The vendor warrants that the goods to be delivered consequent upon his acceptance of the purchasers order are as described in his acknowledgement of good quality and workmanship, and that the vendor has title, thereto and the right to sell same, the vendors obligation under this warranty shall be limited to replacing without charge for delivery ex works, unpacked any part or parts of said goods which prove defective within 12 calendar months from the date on which the original goods shall have been despatched from the vendors works and which are returned at the purchasers expense to the vendors works, provided that notice of defects and satisfactory proof thereof is given by the purchaser immediately after discovery and provided further that said products have not been taxed beyond their normal capacity and shall in all respects have been operated and maintained in normal and proper manner. The vendors obligation shall not apply to nor include any of the said products which have been subject to accident, alteration, abuse or misuse. Not withstanding the foregoing the vendors liability in respect of vendor items e.g. engines, gearboxes, radiators or expendable which by their nature or application have an unpredictable life shall not exceed the liability under the warranty by the manufacturer of these articles. Save as in this clause hereinbefore expressed, we shall be under no liability in contract tort or otherwise for any personal consequential or other injury, loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the products of any work in connection therewith including any breach by us, our servants, or agents of any fundamental term or any fundamental breach by us, our servants or agents of any terms of the contract and our liability under this clause shall be in lieu of and to the exclusion of any liability condition, guarantee, warranty term undertaking or representation whether express or implied statutory or otherwise.

19. Suitability

You assume responsibility that products stipulated by you are sufficient and suitable for your purpose, save in so far as your stipulations are in accordance with our advice.

20. Performance and Drawing etc.

All particulars given by us relating to technical performance, dimensions, capacity output, consumption and weight of any products are all illustrations, descriptions, specifications and drawings are given as accurately as possible but are approximate only and all such materials contained in brochures, catalogues, price lists and other advertising matter is intended merely to present a general idea of our products described therein and none of such material shall form part of the contract and products may vary slightly.

21. Modifications

Every effort is made to ensure that the latest specification and design are available and we reserve the right to incorporate changes in design, construction, composition, materials, arrangement or equipment as we shall think fit without notifying the purchaser and to supply products which may not be in strict accordance with the agreed specification.

22. Copyright

We shall retain the exclusive property and reserve the copyright on all documents supplied or produced in connection with any contract or tender and it shall be

a condition of such a supply or production that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without our prior written consent. All communication in connection with any contract or intended contract and all arrangements for the inspection of products and or facilities shall be regarded strictly confidential between us and shall not be divulged to any other person, firm or company without our prior written consent.

23. Patents

The purchaser agrees to indemnify us against all demands, claims, damages, charges, liabilities, costs and expenses which may be incurred or sustained by us by reason of or arising directly or indirectly out of any third party claims or rights or otherwise howsoever in respect of any products manufactured or services supplied in accordance with any specification, design, information, equipment or instruction given by or on behalf of the purchaser and whether relating to the infringement of the alleged infringement or a Patent Copyright Registered Design or other protected industrial right or property on otherwise howsoever.

24. Design Rights

The property in design of the products covered by the contract shall, subject to any existing rights of any third party in any design or invention incorporated or used in the design of the products, remain exclusively our property and neither the purchaser nor any other agent, contractor or other person authorised by the purchaser, nor any other person, firm or company shall at any time make use of the design or any part thereof.

25. Notices

Any notice required or authorised to be given hereunder, may be given either personally or by post addressed to such other party at the address furnished to the other by written notice and shall be deemed to have been served 48 hours after the same is posted and proof that the envelope containing the notice was properly addressed and sent by prepaid post shall be sufficient evidence of service.

26. Legal Construction

The contract shall in all respects, be constructed and operate in an English contract and in conformity with English law and products shall not be required to comply with the provision of any other law.

27. Arbitration

Any question, differences or dispute arising under or relating to this contract shall be referred to a single arbitrator to be appointed by the president for the time being of the Institute of Mechanical Engineers, failing whom by the president for the time being of the Institute of Electrical Engineers and in accordance with and subject to the provisions of the Arbitration Act 1889 to 1950 of England or any statutory modification or re-enactment thereof for the time being in force.

28. Waiver

The vendors failure to insist upon the strict performance of these conditions shall not be deemed to be a waiver of its rights or remedies in respect of any future default of the purchaser in performance or compliance with any of these conditions.

29. Repairs & Service of Hydraulic Tools

All of our repairs are covered by a six month warranty against faulty materials or workmanship on the repairs recorded. This warranty extends to the cost of the parts and labour only.

Other than by prior arrangement units where the quotation has been declined will become the property of Horizon Utility Supplies Limited.

All tools and equipment for which we have quoted a repair cost will have a validity of 60 Days. If no purchase order is received within this period Horizon Utility Supplies Limited reserve the right to take ownership and dispose of Tools held in our stores.

30. Privacy Policy

Personal information is processed and stored according to our Privacy Policy. You can view our Privacy Policy here: <https://www.horizonutilitiesupplies.com/privacy-policy/>