



# CONDITIONS OF SALE

## INTERPRETATIONS

In these conditions, unless the context requires otherwise:

“Supplier” or “Company”	means Hutton Engineering (Precision) Ltd whose registered office is 31 Wedgwood Road, Bicester, Oxon, OX26 4UL.
“Buyer”	means the company, firm, body or person purchasing the Goods;
“Goods”	means the subject matter of the contract including (but not limited to) design, raw materials, finished or semi-finished materials;
“Order”	means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Supplier either on the Buyer’s official purchase order form, or in other written or electronic form;
“Services”	means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to the Order.
“Sub-Contractor”	means the company, firm, body or person who carries out work on behalf of the Supplier or is engaged or nominated by the Buyer to work for the Supplier.

### 1. INCORPORATION

- 1.1 These Conditions shall be incorporated into all quotations, offers, orders, acceptances, and contracts for the sale of any goods by the Supplier. All terms and conditions of the Buyer are excluded unless agreed in writing.
- 1.2 These conditions apply to Services in the same way as they apply to Goods.

### 2. VARIATION

No variation of these conditions shall be effective unless in writing and signed for and on behalf of Hutton Engineering (Precision) Ltd by a duly appointed officer of the Company.

### 3. ORAL REPRESENTATIONS

- 3.1 Employees or agents of the Company are not authorised to make any representations concerning the services unless confirmed in writing by a duly appointed officer of the Company.
- 3.2 The Buyer acknowledges that on entering the contract it does not rely on, and waives any claim for breach of, any such representations which are not confirmed in accordance with clause 3.1.

### 4. QUOTATIONS

A Quotation shall not constitute a legal offer. A Quotation shall be valid only for Orders or acceptances received within **28** days from the date of the Quotation unless otherwise agreed in writing on the Quotation. All Orders for the supply of any goods by the Buyer shall be subject to acceptance by the Supplier.

### 5. ORDERS

- 5.1 All verbal, telephone or telegraphic Orders and any variations to Orders **MUST** be confirmed in writing by the Buyer to the Supplier.
- 5.2 If the Buyer fails to follow the procedure stipulated in 5.1, the Supplier shall not be responsible for errors or subsequent misunderstandings.
- 5.3 Notwithstanding that the Supplier may have given a detailed quotation no Order shall be binding on the Supplier unless and until it has been accepted in writing by the Supplier.
- 5.4 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of ordering or forecast provisions.

## **6. PRICES**

- 6.1 The price payable for the Goods shall be the price confirmed by the Supplier upon the acceptance of each order.
- 6.2 Where the Buyer amends the Order after agreeing the contract, the Supplier may, by agreement, change the price and terms in reflection of the amendments.
- 6.3 All prices are exclusive of Value Added Tax. This will be charged at the appropriate rate.
- 6.4 The Company's prices are subject to adjustment to take account of any variation in the company's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Company's quotation or (if no quotation is issued) the Buyer's Order. The Company accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted. The invoice so adjusted shall be payable as if the price set out therein were the original contract price.

## **7. TERMS OF PAYMENT**

- 7.1 Unless otherwise agreed in writing, payment must be made within **30** days end of the month following the month of the date of the invoice. Special arrangements are available subject to status.
- 7.2 The price of the Goods shall be paid in full to the Supplier and the Buyer shall not be entitled to exercise any set off lien or any other similar right or claim.
- 7.3 If the Goods are delivered in instalments, the Supplier shall be entitled to invoice each instalment when delivery thereof is made and payment shall be in respect of each instalment notwithstanding non-delivery of other instalments.
- 7.4 Without prejudice to any other rights it may have, the Company is entitled to charge interest at 4% above the Current Base Rate of HSBC on overdue payments of the price of the Goods.
- 7.5 The Company reserves the right to claim compensation for debt recovery costs.

## **8. PASSING OF RISK**

- 8.1 The Buyer shall be responsible for the Goods from the first point of time of any of the following events:
1. The physical delivery of the Goods to the Buyer collected at the Company's place of business.
  2. The physical delivery of the Goods collected by the Buyer's carrier or (if requested by the Buyer) the Supplier's carrier at the Company's place of business.
  3. The first day of commencement of retaining consignment stock at the Supplier's premises.
- 8.2 Property in Goods contracted to be sold will not pass to third parties until those Goods have been paid for in full or, if earlier, the sale of the Goods by the Buyer to third parties in the ordinary course of the Buyer's business. If the Supplier considers payment in full by the Buyer to be in doubt, the Supplier will have the right to terminate the contract for the supply of the Goods and to enter on to the Buyer's premises for the purpose of repossessing all goods belonging to the Company.

## **9. PASSING OF TITLE**

- 9.1 Title to the Goods shall pass to the Buyer when the Buyer has paid for all of the Goods and there shall be no amounts payable by the Buyer to the Supplier under any other contract, and until that time title shall remain with the Supplier.
- 9.2 In the event that before title and property in the Goods has passed to the Buyer, they shall have become admixed, incorporated, become constituents of, or converted into other products of or belonging to the Buyer or in his possession or control – the Supplier shall be entitled to the beneficial and equitable ownership in such other products as if they were solely and simply the goods until the goods have been paid for in full by the Buyer.

## **10. DELIVERY**

- 10.1 The dates for delivery of the Goods or the dates for carrying out the Services are forecast at the order acceptance time. Every effort will be made to achieve the delivery. If significant delays occur, the Buyer will be notified. The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform. Time of delivery shall not be of the essence of the contract.

- 10.2 Whilst the Supplier will do its best to meet quoted delivery dates, such dates are only best estimates. The Supplier may refuse to deliver any goods if the customer has not paid any sum due to the Supplier as stipulated in clause 7.
- 10.3 No goods may be returned unless the goods fall within clause 11 (below) or at the discretion of and with the written approval of the Supplier and subject to a reasonable handling charge. A non- or re-delivery charge may be levied if the Buyer is unable to accept delivery during normal business hours.

## **11. RETURNS**

- 11.1 The Buyer must inspect Goods immediately after delivery. We take care to meet your requirements as specified. In the unlikely event that we supply you with goods, which differ from your order, please notify us verbally within forty eight (48) hours and in writing within five (5) working days of delivery and we will gladly take the necessary steps to remedy. Failure to notify will mean that the Buyer is deemed to have accepted the goods as delivered.
- 11.2 Claims that goods are damaged or defective (where such damage or defect is apparent on visual inspection) must be verbally communicated to us within forty eight hours (48) and must be made to us in writing within five (5) days of delivery. Failure to notify will mean that the Buyer is deemed to have accepted the goods as delivered.
- 11.3 Claims that goods are damaged or defective (where the defect would not be apparent on visual inspection) must be returned to the Supplier immediately upon discovering the defect no later than eight (8) working days from the delivery date. Failure to comply with this clause will mean that the Buyer is deemed to have accepted the goods as delivered.

## **12. CONSIGNMENT STOCKING**

If the Supplier holds goods on consignment (“Consignment Stocks”) then:

- 8.1.3). 1. The Buyer shall be responsible for the Consignment stocks from the first day of stocking (as stipulated in clause 9).
2. Title to the Goods will remain with the Supplier until payment has been made for all of the Consignment Stocks as stipulated in clause 9.
3. The Buyer hereby agrees that Consignment stocking shall take effect from the date of ordering the Goods and will be effective up to six (6) months. The Buyer must provide written commitment to take all the Consignment Stocks at the time of ordering including a schedule of the stocks and dates that the Buyer will take delivery, which shall be no later than six (6) months from the date of the Order.
4. For each separate Order, the six (6) month period will resume from the date of ordering.
5. Each individual item shall be invoiced separately. See clause 7 for Terms of payment.
6. If the Buyer fails to take possession of all the Consignment stocks as stipulated on the Order within the six (6) month period, the Supplier will be entitled to charge a 20% stocking fee of the total purchase price. If the Consignment stocks remain with the Supplier up to twelve (12) months from the date of Order, the Supplier will be entitled to cancel the Order and claim such amounts as may be necessary to indemnify the Supplier against all loss resulting from the said cancellation.
7. Special conditions may apply subject to status.

## **13. PERFORMANCE OF CONTRACT**

Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as regards other deliveries.

## **14. PRICE CHANGES**

Our aim is to promote price stability in the market. Occasionally manufacturers alter prices without notice. For this reason, we cannot guarantee that the prices will continue to remain the same.

## **15. GUARANTEE**

The Supplier will replace or, at its option, refund the price of any Goods which are found to be defective at the time of delivery or within the time frame specified in clause 11.3 and notified to us in accordance with clause 11.

## **16. LIMITATION OF LIABILITY**

16.1 The Company will repair or, at its discretion replace or credit the customer up to the maximum value of the invoice of any products found to be defective or faulty. In all circumstances whatsoever the liability of the Company in respect of any failure to comply with the contract, or other breach of duty shall be limited to such repair, replacement or credit. This shall be at the discretion of the Company.

16.2 The Company takes no responsibility whatsoever for work or services performed by sub-contractors.

## **17. INDEMNITY**

17.1 The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

1. designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods;
2. defective materials or products supplied by the Buyer to the Supplier; or
3. the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer,
4. any sub-contract work which is incorrectly performed and where the sub-contractor was engaged or nominated by the Buyer.

## **18. FORCE MAJEURE**

18.1 The Supplier shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

18.2 The Supplier accepts no responsibility for losses resulting directly or indirectly from force majeure.

## **19. VARIATION OR CANCELLATION**

19.1 Save as provided in Clause 11, contracts or orders may not be varied or cancelled except by agreement in writing by both parties (signed by a duly appointed officer of the Company) and upon the payment to the Supplier of such amount as may be necessary to indemnify the Supplier against all loss resulting from the said variation or cancellation.

19.2 The Company will reserve the right to apply a re-stocking charge of 20% if the Buyer is unable to take delivery of the Goods. This is subject to the Supplier receiving written commitment from the Buyer within five (5) working days of the original delivery date that all the Goods will be taken within one-month from the original delivery date. Failure from the Buyer to provide written commitment will result in the Supplier requesting such amounts as necessary to indemnify the Supplier against all loss from the variation or cancellation.

## **20. CARRIAGE**

The Company will arrange carriage of goods if requested to do so by the Buyer. However the Buyer is entitled to collect or arrange their own carriage at a time suitable to the Company.

If requested by the Buyer, the Company will endeavour to meet special delivery requirements subject to any additional costs being incurred thereby being born by the Buyer.

## **21. DESIGNS**

21.1 All designs, specifications, drawings, solutions and other material we produce or show to the Buyer (whether written or in computer readable form) remains our property as does copyright.

21.2 In the event of us using the Buyer's designs etc., in making or producing the Goods then the Buyer warrants that it has full right or entitlement to the use of such designs or other intellectual property right and will indemnify us against any claim which may be made against us alleging breach of a third party's rights in such designs.

## **22. SUB-CONTRACTING**

22.1 The Company reserves the right to sub contract the performance of any obligations under these conditions to a sub-contractor of their choice.

22.2 The Company reserves the right to be notified in writing prior to any sub-contracting company, which is engaged or nominated as a preferred sub-contractor by the Buyer.

22.3 If the Buyer has a preferred sub-contractor which the Buyer decides to nominate or engage, the Supplier must agree in writing with the Buyer of their choice of sub-contractor.

22.4 Consent from the Supplier to the Buyer on choice of sub-contractor will not be unreasonably withheld. In the event that consent from the Supplier is withheld on the choice of sub-contractor, the Supplier will provide a written reasoning to the Buyer.

**23. LAW**

The Contract shall be subject to and interpreted in accordance with English law and the Supplier and Buyer agree to submit to the non-exclusive jurisdiction of the English courts.



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