

# Terms & Conditions

## 1. Application

1.1.  
In these conditions the following definitions apply

1.1.1.  
the Vendor means D. R. Rawlings T/A Haverhill PC Bureau or HPCB

1.1.2.  
the purchaser means any person firm or company which places an order with the Vendor or otherwise agrees to buy from the Vendor any of the Goods or to have performed by the Vendor any of the services.

1.1.3.  
"the Goods" and the "Services" mean respectively all or any of the Goods which from time to time the Vendor offers for sale and all or any of the Services which the Vendor from time to time offers to perform.

1.2.  
These conditions shall apply to all contracts whether written or oral, for the sale of the Goods or the supply of the Services by the Vendor. Any conditions of purchase or other terms provided by the Purchaser shall be of no effect whatsoever nor shall any variation or alteration of these conditions be of any effect unless made in writing and signed by or on behalf of the Vendor by a responsible officer.

1.3.  
No binding contract shall be created by the placing of an order by the Purchaser unless and until the Vendors written acknowledgement of the order shall have been despatched by the vendor or in the event that no such despatch takes place the delivery of the Goods or supply of the Services is effected.

## 2. Quotations

2.1.  
Any quotations in whatever form given to the Purchaser is given subject to these conditions and does not constitute an offer to sell. The validity of any quotation issued by the Vendor shall expire ninety (30) days after the date of issue.

## 3. Prices

3.1.  
Subject to anything to the contrary contained in any quotation issued by the Vendor, prices for the Goods or Services are as referred to in the Vendors price list from time to time and, unless otherwise stated, are exclusive of Value Added Tax and any other similar Tax. The vendor reserves the right to alter any of its prices without notice and the relevant list price shall be the ruling at the date of delivery of the Goods or supply of the Services.

3.2.  
Prices quoted, unless otherwise expressly stated by the Vendor, are exclusive of carriage, packaging and handling charges.

## 4. Payment and Default by Purchaser.

4.1.  
Unless otherwise agreed in writing payment in full shall be due before the goods are despatched.

4.2.  
In the event that the Purchaser fails to make payment by the due date or otherwise commits a breach of these conditions, the Vendor may in its absolute discretion and without prejudice to any other rights which it may have:

4.2.1.  
Suspend all further deliveries or supplies to the Purchaser under the contract in question or under any other contract(s) and/or terminate any such contract(s) without liability upon its part;

4.2.2.  
Require payment in advance for any future deliveries;

4.2.3.  
(in the case of non-payment on or before the due date) charge interest on the amount due on a day to day basis at an annual rate of 4% above Barclays Bank Plc base rate for the time being prevailing when the time when payment for the Goods or Services becomes due until the date of actual payment, whether before or after judgment.

4.3.  
The Vendor shall also have all the rights referred to in paragraph 4.2 hereof (without prejudice to any other rights which it may have) in the event that any distress or execution shall be levied upon any goods of the Purchaser or if the Purchaser offers to make any arrangement with its creditors or commits an act of bankruptcy or if a petition in bankruptcy be presented against the Purchaser or if any resolution or petition to wind up the Purchaser (other than for the amalgamation or reconstruction without insolvency) shall be presented or passed or if a receiver or manager shall be appointed over the whole or any part of the Purchasers business.

## 5. Delivery and Supply

5.1.  
Delivery will be made by the Vendor ex its works in the United Kingdom but for the convenience of the Purchaser it will, if requested, endeavour to arrange as agent to the purchaser and at the Purchasers expense for the carriage of the Goods to a destination specified by the Purchaser and (if so Required) for their insurance.

5.2.  
Upon the Vendor giving notice to the Purchaser that the Goods (or any part thereof) are ready for collection or will be ready for collection on a specified day the Purchaser will arrange for the same to be collected within 28 days of the Vendor giving notice hereunder (or within 28 days of the specified day, as the case may be). The Purchaser will give the Vendor at least two days notice of the time and manner in which it proposes to collect the Goods

5.3.  
Although given in good faith delivery times whether for the sale of Goods or the supply of Services specified by the Vendor in its quotation or otherwise are intended as estimates only and are not therefore to be treated as being of the essence of the contract or binding on the Vendor. The Vendor will not be liable to the Purchaser for any loss or damage (direct or indirect) occasioned by its failure (whether as a result of its negligence or otherwise) to deliver the Goods or supply the Services by the date or within the time stated and in no case shall delay be ground for rejecting the Goods or Services.

5.4.  
The right to deliver any part or parts of the Goods when they become available is expressly reserved by the Vendor and these conditions shall apply to any such part or parts mutatis mutandis.

5.5.  
In the case of alleged shortage in or damage to the Goods the Purchaser agrees to notify the Vendor in writing of any claim in respect thereof within three days of its receiving the Goods together with written evidence in support of such claim in relation to the date of receipt. In the event that the Vendor agrees to deliver or arrange delivery of the Goods to the Purchaser and the Purchaser does not receive delivery of the Goods by the date

specified at the destination requested by the Purchaser under Clause 5.1 hereof, the Purchaser agrees to notify the Vendor within 3 days of the date so specified. No claim by the Purchaser for shortage, damage or nondelivery will be considered by the Vendor unless the requirements as to notification set out in this paragraph 5.5 are strictly complied with by the Purchaser.

5.6.

The Vendors responsibility for Goods lost or damaged in transit will in any case be limited to replacing or repairing (at its option) the missing or damaged Goods.

## **6. Storage**

6.1.

If within 28 days of notification by the Vendor that Goods are ready for delivery the purchaser does not take delivery or arrange for the despatch of the Goods the Vendor shall be entitled (though not obligated) to place the Goods in storage (either at its own premises or elsewhere) on the Purchasers behalf and in either case at the Purchasers risk and expense (such to include storage and insurance costs).

## **7. Risk**

7.1.

In the event that the Goods are to be delivered by the Vendor to a place nominated by the Purchaser, the risk therein shall pass to the Purchaser when they are tendered for delivery at that place.

7.2.

In the event that the Goods are to be collected by or on behalf of the Purchaser from the Vendors works, the risk therein shall pass to the Purchaser when they are ceded into the Purchasers vehicle or Onto the vehicle of his carrier or other agent or at such times as they are available for loading and would have been loaded had the Purchaser duly collected them.

## **8. Title**

8.1.

The provisions of this clause shall apply until the later of such time as the price of the Goods have been paid in full or payment has been made of all other sums owing to the vendor at the date of this contract on any other account whatsoever.

8.2.

The property in the Goods shall remain in the vendor and the Purchaser shall hold the goods as bailee of the Vendor.

8.3.

The Purchaser shall store the Goods in such a manner that they can be identified as the property of the Vendor and shall ensure that the Goods are not incorporated in or mixed in or used as part of other goods

8.4.

Subject to sub-clause 8.8 below, the Purchaser shall be at liberty to sell or use the Goods in the ordinary course of its business.

8.5.

The Purchaser shall account to the Vendor for the proceeds of any sale of the Goods, whether sold on their own or in conjunction with other goods and until such account is made the Purchaser will hold the proceeds of sale upon trust for the Vendor.

8.6.

The Vendor may by written notice terminate the power of sale given to the Purchaser by sub-clause 8.4 above at any time and the said power of sale shall terminate automatically if the Purchaser goes into receivership or liquidation or (if applicable) bankruptcy.

8.7.

At anytime after termination as provided in sub-clause 8.6 above the Vendor may repossess the Goods and the Purchaser hereby grants to the Vendor an irrevocable license to enter upon the premises of the Purchaser for the purpose of so doing.

8.8.

Each of the foregoing sub-clauses shall so far as the contract permits, be read and construed independently of the other sub-clauses so that if one or more of them shall be held to be invalid this shall not effect the validity of the remaining sub-clauses.

## **9. Exclusion of Liability**

9.1.

In no circumstances shall the Vendor be liable for any loss or damage of the following nature suffered by the Purchaser in connection with the Goods or Services howsoever caused and whether foreseeable or contemplatable;

9.1.1.

economic loss which shall include loss of profits, business revenue, goodwill or anticipated saving.

9.1.2.

any claim made against the Purchaser by any third party.

9.2.

Subject always to the limitations contained in sub-clause 9.1 the Vendor hereby warrants in accordance with the terms of this sub-clause that the Goods have been manufactured with suitable materials with competent workmanship and that they are fit for the purpose for which they were made provided that:

9.2.1.

in the event the Purchaser considers it has a claim under the warranty it shall be the Purchasers responsibility to return the Goods to the premises of the Vendor. The Vendor may in its absolute discretion repair or replace the Goods as it sees fit and this shall be the full extent of any liability of the vendor under this warranty;

9.2.2.

in the event that the defect in the Goods is as a result of failure or defects in a component part supplied to the Vendor by an external supplier then the Vendors liability will be limited to the extent of the supplier's guarantee or warranty;

9.2.3.

the Purchaser shall be obliged to notify the Vendor immediately any defect or failure is suspected; if the Purchaser fails to so notify or if it is later shown that the Goods were not installed in accordance with clause 14 or if the Purchaser itself attempts to rectify the fault then in these circumstances the Vendors warranty will become null and void and of no effect;

9.2.4.

notwithstanding the Purchasers obligations under sub-clause 9.2(a) above, if the Vendor agrees to inspect the Goods on site at the Purchasers request and it is later shown that there has been no failure or defect in the Goods or that such failure or defects are as a result of the Purchasers failure to install in accordance with clause 14 then the Purchaser will indemnify the Vendor against all costs and expenses incurred as a result of the said request.

9.3.

Save to the extent mentioned herein the Vendor shall be under no liability whatsoever for any defect in, failure in, or unsuitability for any purpose of the Goods or any part thereof whether the same be due to the act or omission, negligence or default of the Vendor or its servants or agents, and all conditions, warranties and other terms whether express or implied statutory or otherwise, inconsistent with the provisions of this condition are hereby expressly excluded provided that nothing herein contained shall be construed as excluding or restricting the liability of the Vendor for death or personal injury resulting from the negligence of the Vendor.

9.4.

here the Purchaser deals as a consumer within the meaning of that expression as defined in Section 12 of the Unfair Contract terms Act 1977 none of the statutory rights of the Purchaser are excluded by these terms and conditions and the statutory rights of the Purchaser in the case of a consumer shall remain in full force and effect and are in no way affected by any of the provisions of these terms and conditions.

9.5.

Each of the foregoing sub-clauses shall so far as the context permits, be read and construed independently of the other sub-clauses so that if one of them shall be held to be invalid this shall not effect the validity of the remaining sub-clauses.

## **10. General Lien**

10.1

The vendor shall have a general lien over all goods of the Purchaser in its possession for all monies due to the Vendor or liabilities incurred by the Vendor upon whatever account and shall also be entitled to apply any monies of the Purchaser held by it under one contract to the discharge of monies due to it under any other contract. The Vendor shall be entitled to charge rent and other expenses incurred during all periods during which a lien on Goods is being asserted. Further, if the Vendor exercise its right of lien over any Goods then if monies due are not paid within three months after it has first retained such Goods the Vendor shall have power, without giving notice, to sell the whole or part of such Goods to cover the monies due and expenses of sale.

## **11. Catalogues, Advertisements, Drawings, Samples etc.**

11.1.

Whilst the Vendor believes that all specifications, illustrations, drawings, catalogues, advertisements and performance data are as accurate as reasonably possible, they do not constitute a description of the Goods, shall not be taken as representations made by the Vendor and are not warranted to be accurate.

11.2.

The copyright in all matters referred to in paragraph 11.1 above shall at all times remain vested in the Vendor and the Purchaser shall not reproduce or use all or any of them without the Vendors prior written consent.

11.3.

Any sample seen by the Purchaser is simply an indication of what attributes the bulk should have and no warranty or representation is given or may be implied that the bulk will be identical to the sample in any attribute.

## **12. Alterations and Modifications**

12.1.

The Vendor may carry out from time to time and without notice to the Purchaser alterations or improvements in construction or design, specification, materials or manner of manufacture of the Goods.

## **13. Defacing of the Goods**

13.1.

The Purchaser shall not deface, tamper with or remove all or part of any trade mark, logo or insignia which may be embossed upon or affixed to the Goods) nor affix any other trade mark, logo or insignia thereon) without the prior consent of the Vendor and shall not otherwise deface and / or interfere with, alter or modify any of the Goods.

## **14. Instructions for Use and Installation.**

14.1.

The Purchaser will comply with such instructions for use and installation in respect of the Goods supplied by the Vendor as maybe issued by the Vendor from time to time.

## **15. Force Majeure.**

15.1.

Without prejudice to the generality of any of the foregoing conditions the Vendor shall not be liable for any loss or damage caused by the non-performance or delay in the performance of any of its obligations hereunder if the same is occasioned by any cause whatsoever which is beyond the Vendors control, including but not limited to acts of God, war, civil disturbance, requisitioning, import or export regulations, strike, lock-out or trade dispute, difficulties in obtaining materials, breakdown of machinery, fire or accident. Should any such event occur the Vendor may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.

## **16. Notices**

16.1.

Any notice required to be served pursuant to these condition shall be served as follows:

16.1.1.

notices to the Vendor: to its office at Unit F Brocks Business Centre, Homefield Road, Haverhill, Suffolk or such other address it may from time to time notify to the Purchaser

16.1.2.

notices to the Purchaser to such address as the Purchaser may notify to the Vendor or, in default of notification, to the address to which the Goods are or were to be delivered, or if the Purchaser is a company, at the Vendors option to the Purchasers registered office.

## **17. Governing Law**

17.1.

This contract is governed by the laws of England and the Purchaser agrees to submit to the jurisdiction of the English law Courts.