

1. All orders placed are subject to acceptance by Hambleside Danelaw Limited (hereafter referred to as the Company).
2. When an order has been received and accepted by the Company, cancellation will only be accepted at the Company's discretion. The Company reserves the right to charge for all moulds made or purchased, and work carried out, up to the date of acceptance or cancellation.
3. The prices quoted are the Company's current rates and are ex factory except where otherwise stated and exclude UK VAT. While every effort will be made to adhere to prices quoted, orders are only accepted on the understanding that goods will be invoiced at rates ruling at date of despatch. This condition does not apply to fixed price quotations. For sales within the EU UK VAT will be applied, unless the Company is in possession of the information which will enable it to apply a zero rate. For sales outside the EU VAT will be applied if appropriate at rates prevailing under then current UK legislation.

Fixed price quotations are only such quotations as are specifically stated in writing to be at a fixed price. They are conditional upon a specified delivery date and it is agreed that only increases occasioned by the uplift or imposition of any duty or tax payable in respect of the Company's products, shall be payable by the Customer, in addition to the price quoted. Due notice of any such increases will be given by the Company.
4.
 - (a) Unless otherwise agreed payment to be made within 30 days of date of invoice. The Company may charge interest at the rate of 5% above the then current base rate of The Bank of Scotland PLC, per annum on all overdue accounts.
 - (b) Where goods are ordered for delivery by instalments each instalment shall be deemed to be a separate contract and be invoiced on completion.
 - (c) Failure to make due payment in respect of deliveries or instalments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel deliveries at its option.
 - (d) Returned Goods. All stock returned will be subject to a 25% restocking charge. All products remain the property of Hambleside Danelaw Ltd until receipt of payment in full.
- (e) The Company may exercise the right detailed in (c) above if the customer becomes bankrupt or make an assignment, agreement or composition with its creditors or goes into liquidation (otherwise than for reconstruction or amalgamation purposes) or if a receiver is appointed. These rights may also be exercised by the Company if it has reasonable grounds to believe that any of such above events is likely to occur.
5. Any drawings or details of quantities supplied by the Company must be regarded as approximate representations only and shall be subject to verification by the customer.
6. Any delivery dates given by the Company (whether before or after acceptance of order) are given in good faith and in expectation that the Company will be able to fulfil them. The Customer accepts that time is not of the essence in this type of contract and the Company shall be under no liability for loss, damage or expense suffered by the Customer or any third party arising from failure of the Company to deliver on any specified date or time or to any place.
7. Should despatch, shipment or delivery of the goods or any part thereof be delayed, prevented or prohibited for any cause whatsoever beyond the Company's control, then, at the Company's option, either the contract or any unfulfilled part thereof shall be cancelled or, alternatively, the time for delivery shall be extended until a reasonable time after the operation of any such cause shall have ceased. Any goods which are manufactured or in the course of manufacture must be accepted by the customer.
8. Delivery will normally be made by the Company's own carrier or a carrier chosen by the Company unless the customer informs the Company before loading that alternative transport is required. The Company reserves the right to charge for re-delivery where for any reason the normal transport is unable to gain access to the site and the Customer has not requested alternative transport.
9.
 - (a) The Customer shall be responsible for providing labour and facilities at the delivery point for the unloading of lorries carrying goods ordered by him. The Company does not accept liability for goods damaged during transit unless notice is given to it and to the carrier within three days of receipt of goods and an opportunity is given to inspect same.
 - (b) No claim for shortage of goods will be considered unless the Company is advised within five working days of the delivery date.



10. As regards goods manufactured by it the Company will make good at its option by repair or replacement any defects therein attributable solely to defective workmanship or materials or remedy by re-supply or replacement (as the case may be) errors in quantity or type of material supplied provided that such are notified to the Company immediately upon detection and within a period of 28 days from date of delivery and if so requested by the Company the goods are returned to it within 14 days of discovery of the defect.

This guarantee does not however extend to:

- (a) Defects caused by wilful or accidental damage, negligence, incorrect storage, movement of buildings or their components, installation (except by the Company, its servants or agents), or application whether with or without the Company's prior knowledge.
- (b) Defects caused by fair wear and tear.
- (c) Defects involving any surfacing or other material applied to the Company's goods which is not of the Company's prior knowledge.

NOTE: The above represents the extent of the Company's liability under this heading and no liability is accepted for any ancillary labour or overhead costs incurred by the Customer in relation to such replacement repair or re-supply or for any liability as set out in clause 10 above.

11. Where appropriate, all materials supplied shall be fixed in accordance with the instructions set out in the Company's latest catalogues, manuals or specific product installation and fixing instructions and it is a condition of sale that the Company shall be under no liability for any damage, loss or fault which may arise when such instructions have not been adhered to in all respects.
12. Goods are not tested *unless expressly defined elsewhere* as conforming to certain British Standard Specifications. To the extent permitted by Statute no conditions or warranties to quality are implied and no condition or warranty is expressed or implied that the goods supplied are suitable for any particular purpose. In the event of any claim, howsoever arising, liability shall in no circumstances exceed the invoice price of the defective piece(s), and the Company may at their option replace any defective piece without liability for consequential damage, loss or expenses of any kind whatsoever.

13. Except where liability relates to death or personal injury resulting from the negligence of the Company, its employees or agents, the Company's liability arising out of any breaches of contract (express or implied) condition, warranty statement or representation (statutory or otherwise) shall be limited as provided in clause 10 above and in no event shall the Company be liable for the following loss or damage howsoever caused and whether foreseeable or contemplatable:

- i) Economic loss, which shall include loss of, profits, business revenue, goodwill and anticipated savings;
- ii) Damage in respect of special indirect or consequential loss or damage (other than direct physical damage to tangible property of the Customer caused by negligence of the Company, its employees, agents or sub-contractors);
- iii) Any claim made against the Customer by any other party.

- 14.1 The goods shall remain the property of the Company until payment in full has been received by the Company for the goods together with the full price of any other goods the subject of any other contract between the Company and the Customer. Whilst the property rests in the Company, it shall be able to exercise full rights of ownership whether or not there has been any default by the Customer in the terms of payment on respect of the goods or any other goods. Until the property has passed to the Customer the Customer shall store the goods on his premises separately from his own goods or those of any other person and in a manner which readily identifies them as the property of the Company, and the Customer shall take all measures necessary for the protection of the goods and shall not combine or consolidate or mix or incorporate or adapt or attach or use the goods with any other goods or materials or at all.

- 14.2 The Company reserves the right to repossess any goods to which it retains title (and thereafter to resell the same) if payment for the goods or any goods the subject of any other contract between the Company and the Customer is overdue or if a resolution is passed or an order is made for the winding up of the Customer or a receiver, administrative receiver or administrator is appointed in respect of the Customer or any of its assets or the Customer becomes bankrupt or the Company reasonably apprehends that any of the above is about or is likely to occur in relation to the Customer.

14.3 The Customer grants an irrevocable right and licence to the Company its servants or agents to enter any or all of the Customer's premises with or without vehicles for the purposes of exercising the rights set out in sub-clause 14. (1) and 14. (2) above. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to the Company's other rights. Any expense incurred by the Company in repossessing and/or reselling the goods and/or in enforcing its right shall be borne by the Customer.

14.4 The risk in the goods shall pass to the Customer as soon as the goods are delivered by the Company to the Customer's vehicles or his premises or otherwise to his order, and the Customer agrees to maintain an insurance policy in respect of loss or of damage to the goods, however caused, with an assured sum that is sufficient to cover the contractual price of the goods together with any interest.

15. No agent or representative of the Company has any authority to vary or omit these conditions or any of them.

16. By accepting delivery of the goods the Customer agrees and warrants that:

- (1)** these Terms and Conditions are incorporated into the contract for sale of the goods;
- (2)** the Customer's standard Terms and Conditions (if any) are not incorporated into the contract, whether or not they appear or are referred to in any document sent by the Customer to the Company prior to delivery of the goods, including any order form;
- (3)** he is not entering into this contract in reliance on any representation not expressly set out in this contract;
- (4)** that the provisions under Clauses 10 and 13 which restrict or exclude liability on the part of the Company are reasonable, and it is further agreed that if, contrary to the foregoing, any of the provisions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances but would be adjudged reasonable if any part of the wording of such provisions was deleted then the said provisions shall apply as if such deletions had been made.

17. ARBITRATION

Should any dispute arise under this contract which it may be found impossible to settle by amicable arrangement the Customer shall not reject the goods herein specified provided they reasonably comply with the contract, but shall accept and pay for them in terms of the contract, such payment shall not prejudice the Customer's right of claim for allowance or damages. Such dispute shall forthwith be referred to the decision of a third party to be mutually agreed upon, or in default of Agreement to an Arbitrator to be nominated by the President of the Institute of Arbitrators.

Any award shall be final and binding upon both parties, and the sole obligation of the party against whom any claim is made under this contract shall be to pay such sum as may be awarded upon arbitration pursuant to this clause. The costs of such arbitration shall be left to the discretion of the Arbitrator who, in deciding as to costs shall take into consideration the correspondence between the parties relating to the dispute and their respective efforts to arrive at a fair settlement.

All sales made by Hambleside Danelaw Limited shall be considered as contracts under the above conditions, to be governed by, read and construed in accordance with English Law.