

Standard Conditions of Supply

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following expressions shall have the following meanings: -

“Conditions” means the provisions set out herein

“Force Majeure” means events proved to be beyond the Suppliers or the Purchaser’s reasonable control including without limitation an act of God, fire, flood, explosions, earthquakes, any act of Government, war, insurrection or riots, strikes, lockouts or other industrial action whether involving its own workforce or a third party, non-availability of workmen or materials, default of suppliers or sub-contractors.

“Intellectual Property” means information and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, computer software, technical data packages, test results, manufacturing information, financial or commercial information, know-how and trade secrets or confidential information and all other proprietary information.

“Buyer” means the company (or person) as is designated on the Order or in any quotations, Order Acceptance, correspondence or contracts relating to the goods in question.

“Seller” means Helander Precision Engineering Limited whose registered office is at Kennet Close, Tewkesbury Business Park, Northway Lane, Tewkesbury, Gloucestershire. GL20 8HF

“Order” means the purchase order including those conditions appearing on the face of or otherwise incorporated in the Order.

“Order Acceptance” means the documentary or other mode of formal acceptance of an Order by the Seller.

“Specification” means the Purchaser’s written technical requirements or other agreed means of defining the technical requirements for the Supplies referred to by the Order.

1.2 In the event of any conflict between the documents or requirements included within the Order they shall be interpreted in accordance with the following order of precedence

1. The Conditions
2. The Specification
3. The Order

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions of Sale.

2 WHOLE AGREEMENT

The Order supersedes all prior agreements, understandings, representations and collateral agreements whether written or oral between the Parties relating to the subject matter of the Order.

3 ORDER ACCEPTANCE

3.1 All quotations are given, and all Orders are accepted only upon the Conditions unless expressly agreed otherwise in writing by the Seller and signed by a Director of the Seller.

3.2 No quotation given shall constitute an offer for sale so as to create a contract and all Orders received from any Buyer shall require the Seller’s formal acceptance via Order Acceptance before a contract shall have deemed to have arisen. For the avoidance of doubt, all Order Acceptance shall be deemed to include these Conditions which shall form part of such contract.

3.3 Each accepted order shall constitute an entire and separate Contact to which these Conditions apply.

3.4 If trading is being conducted by Electronic Data Interchange, the contract is formed at the moment the Sellers acceptance is transmitted from the Sellers electronic system.

4 PRICE OF GOODS & PAYMENT

4.1 Unless otherwise stated in the Order Acceptance, our price shall be ex works and packing excluded.

4.2 Prices quoted do not include Value-added-Tax which where applicable will be indicated separately on the invoice at the ruling rate and shall be paid by the Buyer.

4.3 Unless otherwise stated in the Order Acceptance payment will be due (without deduction) strictly 30 days from the date of invoice.

4.4 The Payments will be made without deduction or set-off whatsoever.

4.5 If any payment is overdue the Seller reserves the right to suspend any further deliveries and to charge interest on the amount due after as well as before judgment on a daily basis at the annual rate 4% above the Base Rate of the Nat West Bank PLC from time to time applicable until the amount (including interest) is paid.

5 DELIVERY

5.1 Unless stated on the Order Acceptance any delivery date or period specified is an estimate only and the Seller will not be liable for any loss or damage sustained by the Buyer as a result of failure to deliver on such a date or period.

5.2 The buyer will efficiently and without delay and without charge to the Seller provide the Seller with all information, drawing, specifications, free issue materials delivery instructions and all other instructions relevant to the supply of the goods in sufficient time to enable the Seller to deliver the goods within the specified time.

6 SHORTAGES, DAMAGES & LOSS IN TRANSIT

6.1 Any claim by the Buyer in relation to goods damaged upon delivery, shortage or non-delivery must be made in writing to the Seller and in the case of damage goods or shortage, the claim must be within 7 days of delivery and in the case of non-delivery of a whole consignment within 7 days of the agreed delivery date or the dispatch (if notified) whichever is earlier, or failing any such a date, the date specified by the Seller as the date of delivery.

6.2 In the event of any claim for damage or shortfall the Buyer shall preserve any goods received intact (including all packaging) for a period of 30 days from the notification of the claim during which time the Seller or the authorised agent of the Seller including any carrier employed for the goods in question shall have the right to attend the Buyers premises to investigate the validity of any such claim.

7 TITLE AND RISK

7.1 Goods are supplied on an Ex-Works basis unless mutually agreed in writing. Risk therefore passes to the purchaser following notification of readiness to dispatch/collect at which point revenue recognition occurs and an invoice is raised.

7.2 Title in the goods shall remain with the Supplier until payment in full has been received (in cash or cleared funds).

7.3 Until such time as Title passes to the Buyer, Buyer shall store the goods separately from those supplied by other parties and in such a manner as they can be clearly identified as the property of the Seller, nor shall the Buyer remove, deface, alter any goods or incorporate any goods into another product.

8 LIMITATION OF DAMAGES

8.1 Seller shall not be liable in contract or tort or otherwise for any consequential or indirect damage, loss of profit or other loss or suffering however so arising save that nothing shall affect the liability of the Seller for death or personal injury caused by any negligence of the seller.

8.2 Seller's liability in respect of any breach or non-performance of Sellers obligations shall in any event be limited to the price of the goods forming the basis of any one Order.

9 WARRANTY

9.1 The Seller warrants that the goods shall at the time of delivery be free from material defect in workmanship and materials and will conform to drawings and specifications requested in the Order by the Buyer, provided that the Buyer shall bear the risk in design and suitability for the intended use.

9.2 The warranty period shall be one year from the date of delivery.

9.3 The warranty shall be conditional on the Seller being given the opportunity (if required) to examine on site any defect complained about. Modification of any goods without written prior consent will void all and any warranty.

9.4 Seller is to be given the right to remedy the defect of any part returned free of charge or if this is not possible or practical to correct the defect on the part made available to the Seller and at the Seller's sole discretion to credit the corresponding invoice amount.

10 FORCE MAJEURE

The Seller shall not be liable or responsible for any loss or damage caused by delay in performance or non-performance of any of its obligations as a result of Force Majeure.

11 INDEMNITY

The Buyer will fully indemnify and keep indemnified the Seller in respect to any breach in copy or design right and or intellectual property infringement resulting from the manufacture of goods to the Buyers specification.

12 NOTICES

All notices and communications shall be in English and shall be sent to the parties registered office and may be served by fax and copied by letter. If faxed, they may be deemed as served on the day of transmission (if not sent on a working day) or 48 hours after dispatch if sent by 1st class post.

13 SEVERANCE

If any term, condition or provision, or part thereof, of the Order is nullified or made void the remaining terms, conditions and provisions shall remain, as far as possible, in full force and effect.

14 LAW AND JURISDICTION

These Conditions and the Order shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts in relation to all issues, disputes, or questions arising out of the contract made in accordance with these Conditions and all matters associated with or relating to it.