

Document Type: **Policy**

Classification: **Public**

Document Owner: Sales

Review Date: 01.09.21

Approved by: Head of Quality & Compliance

1 Interpretations

In these terms:

“**Company**” means trading divisions of **J. A. Harrison & Co (Manchester) Ltd** (registered in England and Wales)

“**Contract**” means the agreement between the company and the buyer for the sale of goods or the supply of services

“**Buyer**” means the person, firm or company with whom the contract is made.

“**Goods**” means the goods and/or services to be supplied by the company.

“**Delivery Address**” means the address stated on the Contract.

2 Contract

- 2.1 All Goods and Services are offered, and all contracts are entered subject to these Terms. All other terms, conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless accepted by the Company in writing.
- 2.2 Any terms or conditions contained in the buyers order which are inconsistent with these conditions shall not form part of the contract unless accepted by the Company in writing in the acknowledgement of order.
- 2.3 Contracts may be cancelled by the Buyer in writing and only with the written agreement of the Company. The Buyer will indemnify the Company against all losses damages costs and expenses the Company incurs as a result of that cancellation. Unused Goods will be accepted for return at the Companies discretion and on terms agreed by the Company.
- 2.4 A valid quotation issued by the Company, will be issued by an authorised member of the company.
- 2.5 A quotation issued by the Company will be valid for the period stated and may be amended, withdrawn or cancelled by the Company at any time by written or oral notice.
- 2.6 The quotation covers all the goods and/or Services for which quotations are given by the Company. Any order for only part of the Goods and/or Services forming the subject of the quotation may, at the Company's discretion, be subject to a revised quotation.
- 2.7 Quotations are prepared based upon information supplied by the buyer and the buyer is responsible for the accuracy and sufficiency of that information. The buyer must check and confirm all measurements sizes and quantities. The Company is not liable if information is withheld concealed or misrepresented by the buyer.
- 2.8 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

3 Delivery

- 3.1 Delivery shall occur when the Goods arrive at the delivery address or 2 working days after delivery or collection is offered to the Buyer
- 3.2 If the Buyer fails to take or make arrangements to accept delivery or collect the Goods or if the Company is unable to deliver due to inadequate access or instruction, delivery shall be deemed and The Company may do any one or more of the following (without prejudice to any other right or remedy the Company may have):-
 - (a) make additional charges for failed delivery
 - (b) store the Goods at the Buyers risk and cost
 - (c) invoice the Buyer for the Goods
 - (d) suspend or terminate this contract without liability on the Companies part
 - (e) recover from the Buyer all costs and losses incurred by the Company
- 3.3 Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such date compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure by any cause to meet any delivery date stated
- 3.4 Standard lead times vary according to product. Time estimates will be revised on receipt of the order and times will not run until we are in receipt of all information required from the Buyer including written approvals as requested by the Company.
- 3.5 The Company shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay by the Company in delivery of the Goods or failure to deliver the Goods in a reasonable time
- 3.6 The Company reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which the Buyer may have in respect of one instalment shall not affect the Buyers liability in respect of any other instalment and shall not entitle the buyer to treat any other related contract as repudiated.
- 3.7 Where the Buyer requires delivery of the Goods by instalments, rescheduling requires the Company's written agreement and will not be possible unless at least 3 month's written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Buyer to pay the agreed price in respect of any instalment shall entitle the Company to treat any other related contract as repudiated in addition to any other rights of the Company pursuant to these Conditions
- 3.8 The Buyer will indemnify the Company in respect of all losses damages costs and expenses incurred as a result of delivery in accordance with the Buyers instructions.

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4 Title

- 4.1 The title to the Goods shall remain with the Company until the Buyer pays the price of the Goods and any other sums outstanding between the Buyer and the Company whether in respect of this contract or otherwise.
- 4.2 Until title passes: -
- 4.2.1 The Buyer shall hold the Goods as the Companies fiduciary agent.
 - 4.2.2 The Goods shall be protected, insured and stored separately from any other goods and the Buyer and third parties shall not interfere with any identification marks labels batch numbers or serial numbers on the Goods.
 - 4.2.3 The Company agrees that the Buyer may use or agree to sell the Goods as principal and not as the Companies agents in the ordinary course of the Buyers business subject to the following express conditions: -
 - 4.2.3.1 that the Buyer notifies the Buyers customer that the Company remains the legal owner of the Goods until the Company receives payment in accordance with clause 4.1 and the Company reserve the right to label the Goods accordingly
 - 4.2.3.2 that the Buyer will at the Company request and at the Buyers expense assign to the Company all rights the Buyer may have against the Buyers Customer; and
 - 4.2.3.3 that the Buyers right to use or sell the Goods may be withdrawn by the Company on notice at any time and will automatically cease in the event of the Buyer becoming Insolvent.
 - 4.2.4 If Goods are to become affixed to any land or building the Buyer must ensure that they are capable of removal without material injury to the land or building and the Buyer shall take all necessary steps to prevent title to the Goods from passing to the owner or landlord of such land or building.
- 4.3 The Buyer shall be entitled at any time to recover any or all of the Goods to which the Company has title and for that purpose the Company, the Company employees or agents may with such transport as is necessary enter upon any premises occupied by the Buyer or to which the Buyer has access and where the Goods may be or are believed to be situated.
- 4.4 The Buyer shall not be entitled to any deduction or withhold any sum from the payment from time to time due from it to the Company whether by way of set off counter claim or otherwise.

5 Payment

- 5.1 Unless otherwise specified by special arrangement between the Buyer and the Company payment will be made in full no later the last day of the month following that in which the relevant invoice was despatched.
- 5.2 Private and Public limited companies are advised that credit searches will be made at the time of opening accounts and at regular intervals whilst trading is ongoing for the purpose of ensuring that appropriate levels of credit are being offered.
- 5.3 The Company shall be entitled to charge interest on overdue invoices from the date when payment becomes due. Interest to accrue from day to day until the date of payment at a rate of 2% per annum above the base rate of the Bank of England from time to time.
- 5.4 The Company reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 5.5 If payment of the Price or any part thereof is not made by the due date, the Company shall be entitled to:
- 5.5.1 require payment in advance of delivery in relation to any Goods not previously delivered;
 - 5.5.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
 - 5.5.3 Seek repayment of overdue debts using an external agent
- 5.6 If full payment is not received under clause 5.1 the company reserves the right to terminate or suspend the contract in whole or in part if allowing it to continue would result in the Buyer exceeding its credit limit or the credit limit is already exceeded.

6 Material and Tolerances

- 6.1 Unless otherwise specified and agreed all Goods will be supplied to the Companies standard tolerances, a copy is available upon request.
- 6.2 Where no material specifications or application data is stated, commercial materials will be offered, or samples evaluated to the best of the Companies knowledge.
- 6.3 The Company reserves the right to supply +/- 10% on ordered quantities.
- 6.4 Material certificates, Letters of Conformity, Test Certificates should be requested at the time of order/enquiry and may be subject to additional charges.
- 6.5 Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so far as to constitute a sale by sample.

7 Property Rights and Tools

- 7.1 The Buyer agrees that any Dies, Moulds or Tooling supplied by the Buyer to the Company for the purposes of any Contract shall be free from liens, defects in material and workmanship and fit for its purpose, be and remain the property of the Buyer, be clearly marked by the Buyer as such, be and remain at the buyers risk other than in the event of the Companies negligence, shall only be returned to the Buyer if the Buyer so requests in writing.
- 7.2 Unless otherwise agreed in writing a proportionate part cost of Dies, Moulds or Tooling is invoiced to the Buyer. They are and will remain the Companies property and will be kept on the Companies premises and be maintained at the Companies expense during their usual working life. The Buyer will be advised when any replacement is necessary and will be invoiced by the Company accordingly.

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- 7.3 Cost estimates, conceptual designs, drawings and other documents shall remain the property of the Company. These documents may be made accessible to third parties only with agreement and the prior written consent of the Company.
- 7.4 Where goods are produced according to the buyer's drawings, models, samples or other documents, the buyer shall warrant that third-party property rights are not infringed.
- 7.5 Programming Charges & Design Work - Any programming or design work that is required for the purpose of quotation or sampling may be invoiced to the Buyer. These charges may be credited at our discretion on placement of a bulk order. All designs and programmes will remain the property of the Company.

8 Liability

- 8.1 Except as expressly provided in these Conditions the Company shall not be liable to the Buyer for any direct or indirect loss or damage to persons or property howsoever arising from the sale, delivery, installation or servicing of the goods or products or any defect in them or from the carrying out of any work for the Buyer.

9 Warranty

- 9.1 The Company shall, without charge, repair or, at the Companies discretion, replace any goods which are defective at the time of their delivery to the Buyer provided that: -
- 9.1.1 Unless otherwise agreed, the Company is notified in writing within 30 days of receipt of any defect in the goods.
 - 9.1.2 The goods are returned to the Company carriage paid.
 - 9.1.3 Where goods are returned to the Company and are found not to be defective, the Company may make a reasonable charge for inspection and handling.
 - 9.1.4 Goods are defective owing to a fault in the material or workmanship or to a material discrepancy from the Contract description.
- 9.2 Discrepancies on quantity must be notified in writing to the Company within 3 days from receipt of goods.
- 9.3 The Company is not responsible if the defect arises from the Buyers negligence, misuse, incorrect assembly, natural wear and tear, alteration, minor divergences from agreed quality levels, repair or unsuitable storage of the goods.
- 9.4 Where the Goods have been manufactured and supplied to the Company by a third party, any warranty granted to the Company in respect of the Goods shall be passed on to the Buyer and the Buyer shall have no other remedy against the Company.
- 9.5 The Company shall be entitled in its absolute discretion to refund the price of the defective Goods if the price has already been paid.

10 Force Majeure

- 10.1 The Delivery of any order may be revoked (in whole or in part) or delivery dates postponed by the Company, without liability in the event of any contingency beyond the Companies control which does, or in the Companies opinion, is likely to prevent, hinder, delay, interrupt or interfere with the fulfilment of the order or part thereof.

11 Termination

- 11.1 This condition applies if;
- 11.1.1 The Buyer is in breach of any of its obligations under the Contract or any other Contract between the Buyer and the Company or
 - 11.1.2 Unforeseen events including (without prejudice to the generality thereof) as referred to in clause 10.
 - 11.1.3 The Buyer becomes bankrupt, enters into voluntary arrangement, goes into liquidation, has a receiver, administrative receiver or administrator appointed over any of its property or assets or is otherwise insolvent.
 - 11.1.4 The Buyer ceases or threatens to cease to carry on business.

12 Intellectual Property Rights

- 12.1 Where any Goods supplied by the Company embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user licence, to the exclusion of all liabilities and obligations on our part.
- 12.2 The Buyer will indemnify the Company against all liabilities for infringement of third-party intellectual property rights arising from our compliance with the Buyer's specific requirements regarding design or specification for the Goods or arising from the use of the Goods in combination with other products.
- 12.3 In the event that all the Goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any intellectual property rights and the use is thereby prevented, the Company will at its own expense and option either procure for the Buyer the right to continue using the Goods or replace the same with a non-infringing product, or modify the Goods so that they become non-infringing, or may elect to retake possession of the Goods and refund the Price. Subject to the foregoing, the Company shall be under no liability to the Buyer for any loss, damage or enquiry, whether direct or indirect, resulting from any intellectual property right infringement of the Goods.
- 12.4 All Intellectual Property Rights produced from or arising as a result of the performance of any contract shall, so far as not already vested, become the absolute property of the Company, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Copnay by the execution of appropriate instruments or the making of agreements with third parties.

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13 Tolerances

- 13.1 Unless otherwise agreed the Company's, standard tolerances will be to ISO2768 designation C. Unspecified customer tolerances will adopt the companies unspecified tolerancing specification.

14 Assignment and Sub-Contracting

- 14.1 The contract between the Buyer and Company for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Company.

15 Waiver

- 15.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this Agreement.

16 Severability

- 16.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 No Set Off

- 17.1 The Buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.

18 Entire Agreement

- 18.1 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.

19 Governing Law and Jurisdiction

- 20 The construction, validity and performance of a Contract and matters pertaining thereto shall be governed in all respects by The Law of England and Wales.