

Conditions of Sale

1. GENERAL

- (a) In these conditions :- "the company" means ERIKS Hose Technology Limited, the customer means the individual, firm, company or other party with whom the company contracts. "Goods" means the goods (including any installment of the goods or any parts for them) which the company is to supply in accordance with these Conditions "Contract" means the contract for the purchase or sale of the goods. "Writing" includes telex cable facsimile transmission and comparable means of communication.
- (b) No order pursuant of any quotation or otherwise shall be binding on the Company unless and until such order is accepted in writing by the Company. Any contract made between the Company and Customer ("the Contract") shall be subject to these conditions and saved as after mentioned no representative or agent of the Company has the authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if writing and signed by a director.
- (c) Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Customer in the customers order or pre contract negotiations.
- (d) Any description (whether as to the state, quality or performance of the goods) contained in the Company's catalogues, samples price list or other such advertising material is intended merely to present a general picture of the company's products and shall not form a representation nor be part of a contract.
- (e) In the event that the company has not given a written acknowledgement of the Customer's order these conditions (provided the customer shall have had prior notice of them) shall nevertheless apply to the contract.
- (f) The Company reserves the right to correct any clerical or typographical or others errors made by its employees at any time without any liability on the Company's part.

2. PRICE

Unless otherwise provided in the contract.

- (a) The price of the goods is exclusive of Value Added Tax which the Customer shall be additionally liable to pay the Company at the rate applicable at the date of invoice.
- (b) The price of the goods shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier by acceptance by the Customer after which they may be altered without giving notice to the Customer.
- (c) Except as otherwise stated under the terms of any quotation or in any price list of the Company and unless otherwise agreed in writing all prices are given by the company on an ex works basis and where the Company agrees to deliver the goods otherwise than at the Company's premises the customer shall be liable to pay the Company's charges for transport packaging and insurance.
- (d) If after the date of the Company's quotation any increase shall occur in the costs of any materials labour transport or other items including overheads which the Company has to pay or incur in the performance of the Contract then the amount of any increase in such costs shall be added to the price or prices stated in the Company's quotation and the customer shall pay the resultant increased price. A certificate of the Company's auditors certifying the amount of such increase shall be inclusive and binding on the Customer and the Company.

3. DELIVERY

- (a) Delivery of the goods shall be made (i) by the customer collecting them from the Company's premises at any time after the Company has notified then Customer that they are ready for collection or (ii) if some other place for delivery is agreed by the Company, by the Company delivering the goods to that place.
- (b) Time for delivery shall not be of the essence unless previously agreed in writing the Company. Any delivery dates quoted are approximate and the Company shall not be liable for any delay.
- (c) If the Company fails to deliver the goods for any reason other than any cause beyond the company's reasonable control or the customers fault and then the Company is then liable to the customer, that liability shall be limited to the excess (if any) of the cost to the customer (in the cheapest available market) or similar goods to replace those not delivered over the price of the goods.
- (d) If the Company shall be prevented or hindered from supplying the goods in accordance with the contract by any circumstance beyond its reasonable control further performance of the contract shall be suspended for so long as the Company is so prevented or hindered.
- (e) Where postponement of delivery is agreed by the Company the Customer shall be liable to pay all costs and expenses occasioned or incurred thereby (including a reasonable charge for storage of the goods and any additional charges for handling) and the goods shall be held at the customers risk from the time of postponement.
- (f) It shall be a condition precedent to delivery in every case then the Company shall have received all necessary information final instructions and approval from the customer. Alterations by the Customer in design specifications or quantities required are liable to cause delivery delays.

4. RISK

- (a) Risk of damage to or loss of goods shall pass to the customer (i) in the case of goods to be delivered at the Company's premises, at the time the Company notifies the customer that the goods are available for collection, or (ii) in the case of the goods to be delivered otherwise than at the Company's premises at the time of delivery or, the customer wrongfully fails to take delivery of the goods the time when the company has tendered delivery of the goods.
- (b) The Company shall not be liable for any damage or loss occurring after the goods have been to the customer as aforesaid
- (c) Where the goods are not manufactured by the Company and are delivered directly to the customer by or are collected by the customer from the manufacturer the Company shall not be liable for any loss or damage to the goods whatsoever or whensoever occurring no matter how such loss or damage may be caused.
- (d) In the case of goods which the Company has agreed to supply and which are sold C.I.F and F.O.B. risk shall pass to the customer under no obligation to give notice under Section 32 (3) of the Sale of Goods Act 1979.

5. TITLE

- (a) The Customer acknowledges that before entering into the Contract he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy or being a company with limited or unlimited liability knows no circumstances which would entitle any debenture holders or secured creditor to appoint a receiver or to position when winding up of the Customer or exercise any other rights over or against the Customer's assets.
- (b) Notwithstanding the delivery or passing of risk in the goods or any other provision of these conditions the goods shall remain the sole and absolute of the Company as legal and equitable owner until the Company has received in cash or cleared funds in payment in full of the price of the goods and all other goods agreed to be sold by the Company to the customer for which payment is then due.
- (c) Until such time as the property in the goods passes to the Customer, the Customer shall hold the goods as the Company's fiduciary agent and bailee and keep the goods separate from those of the Customer and third parties and properly stored protected and insured and identified as the Company's property. Until that time the Company shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.
- (d) Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and if the Customer fails to do so forthwith to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.
- (e) The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- (f) The Customer shall maintain all appropriate insurance in respect of the goods from the date on which the risk therein passes to him. In the event of any loss or damage occurring while the goods remain the property of the Company the Customer shall hold all insurance monies received in respect thereof as trustee for the Company and separate and identifiable from all other monies and shall forthwith remit to the Company the full purchase price of the goods less any part thereof which has already been paid.

6. CANCELLATION

Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that costs or expenses by the company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.

7. TERMS OF PAYMENT

- (a) Subject to any special terms agreed in writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of goods on or at any time after delivery of the goods unless the goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the goods are ready for collection or (as the case may be) the Company has tendered delivery of the goods.
- (b) The customer shall pay the price of the goods within thirty days next following the end of the month in which the Company's invoice was raised. And the Company shall be able to recover the price notwithstanding that delivery may not have taken place and the property in the goods has not passed to the customer. The time of payment of the price shall be of the essence of the contract. Receipts for payments will be issued only on request.
- (c) If the buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to: (i) Cancel the contract or make any further deliveries to the Customer (ii) Appropriate any payment made by the Customer to such of the goods (or goods supplied under any other contract between the Company and the Customer) as the Company may see fit (notwithstanding any purported appropriation by the buyer); and (iii) Charge the customer interest (both before and after judgement) on the amount unpaid at the rate of eight percent per annum above Barclays Bank Plc base rate from time to time, until the payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8. SPECIAL GOODS

Where goods are to be manufactured by the Company or any process is to be applied to the goods in accordance to a specification submitted by the Customer, or are procured from a third party by the Company for the Customer the Customer undertakes full responsibility for the suitability and accuracy of the specification instruction or design which it may supply and undertakes to indemnify the Company against any infringement of any patent registered design trade mark trade name or copyright and any loss damage or expense which it may incur by reason of such infringement in any country.

9. WARRANTIES AND LIABILITY

- (a) Subject to the conditions set out below the Company warrants that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use of 12 months from delivery, whichever is the first to expire.
- (b) The above warranty is given by the Company subject to the following conditions: (i) the Company shall be under no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer (ii) the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence abnormal working conditions, failure to follow the Company's instructions (whether oral or writing) misuse or alteration or repair of the goods without the Company's approval; (iii) the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- (c) Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied statute or common law are excluded to the fullest extent permitted by the law.
- (d) Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statement) Order 1976 the statutory rights of the Customer are not affected by these conditions.
- (e) Any claim by the customer which is based on any defect in quality or condition of the goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within seven days from the date of delivery (whether the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the delivery is not refused and the Company accordingly, the Customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
- (f) Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods on their failure to meet specification is notified to the company in accordance with these Conditions, the Company shall be entitled to replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer, the price of the goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.
- (g) Except in respect of death or personal injury caused caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer, except as expressly provided in these conditions.
- (h) The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: (i) Act of God, explosion, flood, tempest, fire or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (iii) acts restrictions, regulations by-law, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (iv) import or export regulations or embargoes; (v) strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the seller or of a third party); (vi) difficulties in obtaining raw materials, labour, fuel, parts or machinery; (vii) power failure or breakdown in machinery.

10. LIEN

Without prejudice to any other remedies which the Company may have the Company shall in respect of all debts due and payable by the Customer is the Company have a general lien on all goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of fourteen days notice to the customer to dispose of such goods or property as it thinks fit at any price in its absolute discretion and to apply any proceeds of sale thereof towards the payment of such debts.

11. INSOLVENCY/BREACH OF CONTRACT

In the event that:-

- (a) The Customer shall commit any breach of contract and shall fail to remedy such breach (if capable of remedy) within a period of seven days from receipt of notice in writing from the Company requesting such remedy or:
- (b) Any distress or execution levied upon any goods or property of the Company or:
- (c) The Customer offers to make any arrangements with or for the benefit of its creditors or commits any act of bankruptcy or being a limited company has a receiver appointed of the whole or any part of its undertaking property or assets or an order is made or a resolution is made or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) the Company shall thereupon be entitled (without prejudice to its other rights hereunder) forthwith to suspend all deliveries until the fault has been made good or to determine the contract or any such termination the Customer shall pay to the Company the price of all goods delivered up to and including the date of termination and the Customer shall have no claim whatsoever against the Company arising out of the termination or suspension of the Contract

12. SEVERANCE

If at any time any one or more of the previous of these conditions become invalid illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. LAW

These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and Wales.

Important Note : The information is to the best of our knowledge, true and accurate. We reserve the right to alter the specifications without notice. Once conditions under which the products may be used are beyond our control, our recommendations are made without warranty or guarantee and we cannot be held responsible for misuse of products or information. However our experienced technical staff would be happy to advise on the use for which our products are suitable.