

# **Terms And Conditions.**

## **1. Definitions in these conditions:**

'The Company' means Haslucks Green Electrical (HG Electrical) Limited

'The Purchaser' means all parties to the contract other than the Company

'The Contract means every contract made between the Company and Purchaser in accordance with these conditions

'the Plant' means the items of equipment machinery materials and goods or any part thereof to be supplied by the Company to the Purchaser under the contract 'the Works' means all work to be done under the Contract by the Company in repairing or maintaining or creating or installing or commissioning the Plant on site 'the Site' means the place where the Works are to be carried out by the Company together with so much of the surrounding areas as the Company shall require for use in connection with the Works

"The Contract Date" means the date on which the Contract is made in accordance with Condition 2

"The Contract Price" means the price of the Plant or the Works stipulated by the Company in its tender or invoice to the Purchaser

"The defects Liability Period" for plant supplied and installed by the Company in the United Kingdom means a period of twelve months from the date it is deemed to have been taken over by the Purchaser and in other cases means a period of twelve months from the date the Plant is repaired by the Company.

## **2. Formation of the Contract:**

All contracts whether oral or in writing for the supply of the Plant or carrying out the Works are entered into by the Company only upon these conditions. The Company's commitment shall become effective only upon the despatch by the Company to the Purchaser of the Company's written acknowledgement of the purchase order or invoice whichever first occurs. No modification of these conditions shall be effective unless such modification is recorded in a document signed by a duly authorized officer of the party claimed to be bound thereby and no modification shall be affected by the acknowledgement or acceptance of purchase orders containing different conditions.

## **3. Site requirements:**

The purchaser shall provide free unobstructed access to the site with all necessary technical information and free use of power and all on-site facilities required by the Company. The Purchaser shall pay for any extra time or loss incurred by the Company arising from inadequate facilities, unsafe working conditions, environment or equipment, or from delays in obtaining access to facilities or from the Purchaser's delay in approving work or time sheets. Aborted call charges will be based on labour, travel, mileage, restocking charges, materials and consumables used before abortion of works. These charges will be discussed with the purchaser and invoiced to the original PO unless otherwise agreed.

#### 4. Time and dates:

Any time or date given for servicing or repairs shall not be of the essence of the contract. The Company shall not be liable to the Purchaser on any grounds whatsoever as a result of any failure to carry out the work or any part thereof within a specified time or by a specified date.

#### 5. Conditions for carrying out the work:

The Company shall not be liable to the Purchaser on any grounds whatsoever and shall be under no obligation to carry out or to continue the carrying out of any work or any part thereof if.

- (a) they are prevented from doing so by any matter beyond the Company's control
- (b) the Purchaser shall fail to comply with any recommendations given to the user by the Company or its subcontractors for the running or maintaining of the machinery or
- (c) the machinery or the system of which the machinery forms part was installed or designed in such a manner or operated in such a manner or is or has become into such a state or condition that in the view of the Company it is not practical or possible or economically viable to carry out the works or to continue to do so or
- (d) the Purchaser shall fail to comply with any of its obligations under these conditions or it appears to the Company that the Purchaser is likely so to do.

#### 6. Payment Terms:

Unless otherwise specifically agreed in writing with the Company the Purchaser shall pay the Contract Price of the Plant or the Works and other costs charges or expenses provided for in the Contract or by these conditions forthwith upon delivery of the Plant or completion of the work or if the Company has agreed to give credit to the Purchaser within 30 days of the date on the Company's invoice. Non-compliance with the Company's payment terms shall constitute default and a breach of these conditions without reminder.

#### 7. Purchasers Default:

Without prejudice to any other remedies or causes of action open to it the Company may charge interest on the amount; outstanding from the date upon which payment falls due until such time as payment is made in full (whether before or after judgement) at the rate of 4% above the base rate of Barclays Bank PLC from time to time for each calendar month or part thereof payment of interest by the Purchaser shall not affect its obligation to make any Contract payments on due date. The Company's acceptance of a draft or comparable document shall not constitute payment if the purchase shall fail to fulfil the terms of payment and in particular shall fail to pay an agreed stage payment on due date or fail to pay interest charged in respect of any order or should the Company have received indication that the Purchaser's financial position is inadequate, the Company may in its sole discretion either demand payment of all outstanding balances whether presently due or not and/or cancel all outstanding orders and decline to make any further delivery or suspend any further work under the Contract and or other current contract until it shall receive payment in cash in full satisfactory security. The Purchaser shall not be entitled to set off any sum against or to withhold any part of any payment without the Company's prior written consent.

#### 8. Charges for weekend and bank holiday working:

Any breakdown work being undertaken over a weekend or bank holiday is subject to a minimum 4-hour charge. Any remedial work undertaken during these times will be subject to a minimum 8-hour day plus travel.

#### 9. Increase in charges:

The Company will honour all quoted prices for orders placed within 30 days of the date of quotation. After this time, and for works charged on a time and materials basis, the Company reserves the right to increase our hourly, day and mileage rates based on the current economic climate.

#### 10. Protection of personnel and property:

The Purchaser warrants that all the statutory requirements relating to health and safety on site have been and shall continue to be met during the carrying out of all work. The Purchaser shall take reasonable care to protect the employees and subcontractors of the Company and their and the Company's property while on the site.

#### 11. Extent of warranty:

(a) the Company reserves the right to repair rather than replace or exchange and reinstall defective parts or by such other means as it shall in its sole discretion think fit remedy free of charge to the Purchaser any defects in the machinery arising solely from the negligence of the Company or its subcontractors in carrying out the work they agreed to do or any part thereof if the Purchaser notifies the Company of the same in writing within twelve calendar months of the date on which the complained of was completed.

(b) the Company shall be under no liability as aforesaid unless

(i) the Purchaser shall have complied with all the terms and conditions of the contract including, in particular, the terms of payment and

(ii) the Purchaser provides to the Company without delay such information in connection with the Plant and the alleged defect(s) and the use, operation and maintenance of the repairs adjustments additions to the Plant as the Company may reasonably require and

(iii) the Company is satisfied that the Plant has been installed operated maintained and repaired in accordance with good engineering practice and any instructions or advice given by the Company.

(c) save as aforesaid the Company shall not be liable to the Purchaser under any terms conditions or warranties statutory or otherwise express or implied in respect of any work done for the supply of any services to the Purchaser

(d) if the Company incurs any expense in locating and or correcting a defect which proves to be one for which the Company is not responsible the costs shall be charged at the Company's rates in force at the time the work is done.

## 12. Limitation of Liability:

The Company shall not be liable to the Purchaser on any grounds whatsoever for any loss of use loss of profits or loss of contracts or other economic or financial or consequential loss suffered by the Purchaser not for any loss damage expense or injury arising from a matter over which the Company shall have had no control.

## 13. Purchaser's Indemnity:

The Purchaser shall indemnify the Company in respect of any loss, injury, damage expense or claim of whatsoever nature and howsoever arising out of the Contract or the Plant or its storage installation

use operation repair or maintenance save to the extent that the same is caused by the negligence of the Company.

14. Retention of title:

Title to the goods fixed or unfixed supplied shall remain with the Company until such time as the Purchaser makes payment in full for the goods supplied and for other goods supplied by the Company to the Purchaser. Until title to the goods passes to the Purchaser, provided the goods still exist and have not been resold, the Company shall be entitled to demand the return of the goods and if the Purchaser fails to do so, to enter the Purchasers premises or those of any third party where the goods are stored and repossess the goods.

15. Subcontractors:

The Company shall be entitled to assign and or subcontract all or any part of its obligations under the contract. The Company shall never subcontract any direct services provided by the Company.

16. Furnishings and Wall Coverings:

Any Floor Coverings (if any) disturbed as part of any work will be re-laid as best as possible at The Companies discretion.

The Company will not guarantee the condition of floor coverings, although we will try our utmost to preserve any pieces taken up.

The Company Shall not be Liable to the Purchaser if any Furnishings become Damaged during the installation process.

The condition of Wall Coverings such as Wallpaper and wall Tiles cannot be Guaranteed by the Company.

Any damage to finished surfaces shall be made good by the Purchaser, at the Purchasers expense.

17. Waste:

All waste is to be disposed of by the Purchaser Unless Agreed.

18. English Law:

The construction validity and performance of the contract shall be governed in all respect by English Law and the Company and the Purchaser shall submit to the exclusive jurisdiction of the English courts