

## General Conditions of Sale

### 1. DEFINITIONS

In these conditions the word “Seller” means Hadleigh Castings Limited or any other subsidiary or associate Company as may be appropriate. “Buyer” means the person(s) or company to whom this quotation is addressed or any other body receiving this quotation on behalf of the Buyer. The word “Goods” means the product, goods, equipment, machining parts and any other items consisting of all materials to be supplied by the Seller to the Buyer, and/or which are listed or described on the front of this, or other associated document.

### 2. VALIDITY

The Seller shall be at liberty to withdraw any quotation at any time and unless previously withdrawn it shall expire twenty-eight days after the date hereof. Any order by the Buyer based on this quotation shall be considered an offer subject to these Conditions of Sale and shall not bind the Seller unless the said offer has been accepted in writing by the Seller or the Goods have been delivered or collected. Where there is any conflict between the Seller’s Conditions of Sale and any others which the Buyer may have, then those provided by the Seller shall prevail and override any others. Acceptance of the Seller’s Conditions of Sales as final shall be considered conclusive by the Buyer or his Representative accepting the Seller’s goods. The Seller reserves the right to change these conditions as necessary.

### 3. CARRIAGE

Unless otherwise stated by the Seller this quotation shall include delivery to the Buyer’s works within the U.K. using the Seller’s own delivery vehicles, or substitute vehicles. Any extra cost of special or express delivery made at the Buyer’s request or the use of Carriers for small quantities or long distances at the discretion of the Seller will be charged to the buyer in addition to the sums specified in this quotation.

For deliveries outside the UK prices are ex works unless otherwise stated, but the Buyer is responsible for all freight Insurance and other document or handling charges.

### 4. PACKING

All products are supplied packed and protected to the Sellers standard method. Any special packaging to provide extra protection or dedicated packaging and boxes is not included in any quotation, and is subject to discussion and chargeable.

### 5. DAMAGE, SHORTAGE AND LOSS

The Seller shall not be liable for any damage, shortage or loss in transit unless:

- (a) Such damage or shortage is notified in writing both to the Seller and to the carriers (if applicable) within three days of receipt of the goods and the goods have been handled by the Buyer in accordance with the Seller’s or Carrier’s conditions or
- (b) Non-delivery (in the case of total loss) is notified in writing both to the Seller and to the Carrier (if applicable) within 5 days of the date of despatch.

## **6. DEFECTS, WARRANTIES REPRESENTATIONS AND GUARANTEES**

The Seller shall not be liable for any defects in workmanship or materials unless the defective products or materials are returned to the Seller within one month of the date of despatch to the Buyer. It shall be a condition of the contract that such defective products or materials if accepted by the Seller as their scrap shall be replaced free of charge but the Seller shall in no circumstances be liable for machining costs or other expenses incurred by the Buyer for work carried out by others on defective products or materials, nor shall the Seller be liable for any other direct or consequential loss or damage arising out of any defects.

The Seller shall not be liable in respect of any defects arising out of faults in the design of the product or tooling, or construction of patterns supplied by or caused to be supplied by the Buyer. Defects of whatsoever kind in any delivery shall not be grounds for cancellation, rescission or repudiation by the Buyer of the remainder of the contract. Save as herein expressly set out all conditions, warranties, representations or guarantees, whether express or implied by statute or common law, including any condition, warranty, representation or guarantee as to the description or quality of the goods or their fitness for any purpose whether or not known to the Seller are hereby excluded.

## **7. TESTS**

Testing and inspection if required by the Buyer shall be carried out at the Seller's works or at any independent testing place nominated by the Seller and the results of all tests provided by the Seller shall be considered final. Unless otherwise stated in writing any specific pieces of testing apparatus required by the Buyer shall be charged additional to the quotation for the goods against which the specific test pieces are required. Any machining or testing of test bars together with relative certificates required by the Buyer shall also be charged as an additional item to the quotation. Unless otherwise stated within the quotation the costs of any physical, chemical or other analysis or any form of non destructive testing are excluded from the prices quoted. In the event that X-Ray (or similar examination) is required it will be the Buyer's responsibility to communicate the radiographic techniques and all other required details to the Seller. On completion the Seller will retain ownership of any X-Ray plates or other information depicting the results and any certificate awarded by the Seller or the Seller's Representative shall be considered final and binding upon the parties.

## **8. DIES, TOOLS & JIGS**

For the benefit of this paragraph the word "Dies" will mean collectively dies, tools, jigs or any other tooling components as appropriate.

(a) Dies shall be stored and maintained during the normal useful life at the Seller's expense and shall only be used in accordance with the Buyer's instructions. The Seller shall take reasonable care in the maintenance of the dies but shall not be liable to replace worn out or parts of dies. Where dies are supplied by the Buyer the Seller shall be under no liability for breakages, loss or damage while work is being made in such dies.

(b) In the event of difficulty arising in the manufacture of dies or diecasting the Seller shall not be liable for any consequent delay or non-delivery.

(c) Where dies are supplied by the Buyer it shall be a condition of the contract that such dies are true to drawing and are entirely suitable to the Seller's methods of production.

(d) Dies are to be paid for in one or two ways as agreed between the Buyer and the Seller:

(i) Total cost charged

(ii) Part cost charged initially and the balance being recovered through production quantities of castings (sometimes referred to as amortisation). In either case if the Buyer wishes to remove any die from the Seller's premises the Buyer hereby agrees that the Seller has a right to retain a general lien over such dies and retain them upon his premises in Quarantine Stores, until any outstanding payments due from the Buyer to the Seller, for whatever reason, have been made in full. The Buyer hereby agrees that the Seller shall have no responsibility whatsoever, for any consequential loss arising from the loss of availability of the use of such Dies. The Buyer hereby further agrees that the aforementioned Lien shall be passed to his Successor(s) in Title and/or embodied into a legally binding agreement, with any Subsidiary, Associated, or similar Corporate Body or Institution, who may take up a Purchasing Interest in such Dies or tooling. Programming for any equipment shall be paid by the Buyer but shall always remain the property of the Seller.

## 9. PATTERNS

Where patterns are supplied by the Buyer it shall be a condition of the contract that such patterns are true to drawing and are entirely suitable to the Seller's methods of production. Buyer's patterns which are being used or held upon the Seller's premises for current orders will be covered by the Seller's general insurances but the Seller shall not be liable in respect of such patterns for loss or damage due to riot or act of war. In the case of Buyer's patterns being stored on the Seller's premises when no order is in hand with the Seller then the Seller shall not be liable for loss or damage in respect of such patterns howsoever arising including flooding, accidents, fire, theft, riot or act of war. Replacement of or alterations or repairs to the Buyer's patterns or equipment due to normal wear and tear shall be paid for by the Buyer. If the Buyer wishes to remove any Pattern from the Seller's premises the Buyer hereby agrees that the Seller has a right to retain a general lien over such Patterns and retain them upon his premises, in Quarantine Stores, until any outstanding payments due from the Buyer to the Seller, for whatever reason, have been made in full. The Buyer hereby agrees that the Seller shall have no responsibility whatsoever, for any consequential loss arising from the loss of availability of the use of such Patterns. The Buyer hereby further agrees that the aforementioned Lien shall be passed to his Successor(s) in Title and/or embodied into a legally binding agreement, with any Subsidiary, Associated, or similar Corporate Body or Institution, who may take up a Purchasing Interest in such Patterns. In all cases, the "Pattern" does not include the running and rising method which shall remain the property of the Seller at all times and under all circumstances, and the Seller has the absolute right to remove runners and risers in the event of the Pattern being removed from the Seller's premises.

## 10. PRICES

In the event of an increase in the cost of materials and or charges during the currency of the contract the Seller shall be at liberty to make a corresponding increase in the prices quoted in respect of that part of the order which remains to be completed. All prices quoted are on a

fluctuating basis (unless expressly stated to the contrary) and have been compiled using Metal Bulletin ingot index as a base. Invoiced prices will vary in line with the said index at the Seller's discretion. Where tools, dies or patterns are supplied by the Buyer the quotation may be withdrawn or revised in the event that the equipment supplied is found to be unsuitable for the purposes of the contract. The Seller reserves the right to alter any quotation or price in the event of an alteration in the weight or design of goods.

## **11. DELIVERY**

Any date or period of time stated in the quotation shall be calculated from the date of receipt by the Seller of firm instructions or approval of a sample, whichever is the later from the Buyer provided that such instructions include the full information required by the Seller. Delivery dates are provided as a general guide and are estimates only and the Buyer therefore shall be bound to accept the goods ordered whether available before or after the date stated in the quotation or any other correspondence. The Seller shall not be liable for any loss or damage arising directly or indirectly through failure to deliver by the date or within the period stated and no such failure on the part of the Seller shall constitute a breach of the contract. Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

## **12. RESERVATION OF TITLE**

Until such times as payment has been made in full, and received by the Seller, and the Buyer has paid in full for any other goods owing to the Seller, all goods shall remain the property of the Seller, and the Customer shall hold the goods as Bailee for the Seller, and ensure that the goods are readily identifiable as the Seller's property. The Buyer's right to retain the goods shall cease upon the issue against the buyer of a bankruptcy order, or any other voluntary, or otherwise agreement is entered into with the Customers' creditors, of any kind, including appointment of a Receiver or Liquidator, (compulsory or voluntary,) Under such or similar circumstances, the Seller shall have (without prejudice to its other rights and remedies, including the right to sue for the price of the goods,) the right to terminate the Buyer's right to sell the goods, and recover or recall, any or all of its goods in the Buyer's possession, or under its control, and the Seller is hereby irrevocably authorised to enter upon the Buyer's premises to recover the goods. Such right to terminate the Buyer's right to sell the goods shall not be unreasonably retained, if, by agreement, the Buyer can sell the goods in the ordinary course of its business but hold the proceeds of such sale as trustees for the Seller.

## **13. INDEMNITY**

The Buyer shall indemnify the Seller against all damages, penalties, costs and or expenses arising from any infringement of any patent or registered design or any claim in respect of an alleged infringement aforesaid involved in the carrying out of work in accordance with the Buyer's orders, pattern or specification. The Buyer shall also indemnify the Seller in the same way against all

claims etc. aforesaid arising as a result of force majeure or any other circumstance beyond the Seller's reasonable control.

#### **14. BANKRUPTCY OR DEFAULT IN PAYMENT**

If the Buyer shall make default in or commit any breach of their obligations to the Seller or if any distress or execution shall be levied upon the Buyer their property or assets or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of Bankruptcy, or if any petition or Receiving Order in Bankruptcy shall be presented or made against them, or if the Buyer shall be a limited Company, and any Resolution of Petition to Wind Up such Company's business shall be passed or presented, or if a Receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted by them to the Buyers last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise. Should default be made by the Buyer in paying any sum due under any Contracts as and when it becomes due the Seller shall the right either to suspend all further deliveries until the default be made good or to cancel the Contract so far as any further goods remain to be delivered.

#### **15. DRAWING REVISIONS**

Where drawings are revised it shall be the sole responsibility of the Buyer to issue new drawings and nominate any revision designation on the order or other documentation as appropriate. All revisions must be clearly detailed in the form of a list properly detailing such revisions on new drawings. The Seller undertakes to make reasonable checks, but accepts no responsibility or omissions of revisions which have not been properly detailed as described in this paragraph.

#### **16. QUANTITY TOLERANCE**

The Seller reserves the right, unless otherwise agreed in writing, to over-deliver or under-deliver castings to the extent of 5% of the quantity ordered, as a result of difficulty in producing exact batches, predominantly when multiple tooling is involved. In such cases the Buyer shall pay for the actual quantity delivered, at the same unit prices as the order.

#### **17. TERMS**

All prices are nett and are subject to the addition of Value Added Tax at the appropriate rate.

Terms of Settlement are:

- (a) Castings: strictly nett cash payable by end of the month following date of invoice.
- (b) Patterns and Dies: strictly nett cash payable when a sample has been approved, subject to the approval taking no longer than end of month following date of invoice, after which payment is due immediately.
- (c) In the event of the cancellation of any order by the Buyer then the Buyer will be fully liable for any costs incurred by the Seller since the commencement of the order to the date of cancellation.

## **18. SUB CONTRACTING**

The Seller reserves the right to sub contract all or any part of the work to be performed under the terms of the agreement incorporating these conditions. Wherever practical, the Buyer's agreement to any particular Sub contract process will be sought, and in any event, only Bona Fide Sub Contractors, approved by The Seller through due process will be used.

## **19. NOTICES**

Any notice to be given by the Parties hereto shall be in writing, and shall be deemed to have been duly served, if sent by first class post to the Parties last known business address, upon whom, it is being served, and such notice shall be deemed to have been received two days after posting, for UK addresses, and deemed to have been received ten days after posting for any address outside the UK.

## **20. GOVERNING LAW**

These Terms and conditions and any agreement, arising from and/or incorporating them, shall be subject to, and construed in accordance with, English Law, and both parties agree to the exclusive jurisdiction of English Courts.

All purchasers of Goods or Services should take particular note that any orders, verbal, written, or howsoever placed with Hadleigh Castings Ltd are strictly subject to our current terms and conditions of sale, full details of the latest revision can be viewed on our website [www.hadleighcastings.com](http://www.hadleighcastings.com)