

QUALITY CONTROL DOCUMENT	REVISION No.	TITLE
<b>QCD 145</b>	<b>02</b>	<b>Terms &amp; Conditions of Sales</b>

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### **Harlow Group Ltd. Terms & Conditions of Sales - General**

The following terms and conditions apply to all orders received by us and the purchaser unless otherwise agreed in writing.

1. All orders must be confirmed in writing. In the event of customers official order forms containing special conditions, it is understood that such conditions are binding on us only so far as they are not at variance with the terms and conditions herein. Any dispute that may arise will be deemed to be under English Law.
2. Our quotation is open for acceptance within thirty days unless specifically stated and thereafter is subject to written confirmation by us.
3. Orders accepted by us cannot be cancelled or amended except with our consent and then only upon terms that will indemnify us against loss arising from such cancellation.
4. Our quotation is based on cost of material, labour, transport and components ruling at the date of the quotation. If between the date of the quotation and the date of delivery there shall be a rise in the price or cost to us of such items then our quotation shall be subject to amendment upwards at our discretion to allow for such variations.
5. Any time stated in our quotation for delivery or completed manufacture is given in good faith but is not the essence of the contract and cannot be guaranteed. Delays in delivery or manufacture shall not give rise for any claim for damage against us. Penalty clauses will not apply unless accepted by us in writing.
6. Whilst every endeavour is made to supply goods of sound workmanship and material, and in the case of 'design and manufacture' contracts efficient design, no guarantee or warranty is given or to be implied as to the soundness workmanship or efficiency of any article designed or supplied for particular or any purpose, but in the event of any article supplied proving defective in material or workmanship or design within six months, we undertake to replace or repair the article free of charge which shall be the limit of our obligation. We shall be under no liability whatsoever for the cost of removing, re-fixing or any other consequential loss or damage, direct or indirect, of whatsoever nature and howsoever arising by reason of defective workmanship, material and design.

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7. No claim for shortage can be entertained unless the carrier and us are notified in writing within three days from receipt of goods. Goods supplied are at the purchaser's risk against damage or loss as soon as such equipment leaves our works including damage in transit off loading and storage. This applies even though we arrange transport on behalf of the purchaser but in the case of any loss to the purchaser falling within the provision of this condition, we shall assign without any cost to us, and so far as we lawfully can, any rights we may have against the carrier.
8. Goods returned for credit will not be accepted unless our written permission has been obtained; all returns must be advised, quoting our invoice number and date.
9. We cannot accept liability for any breakage or damage or loss that might arise to customer's property which is sent to us for repair whether during the course of such repair or otherwise upon our premises or in the course of the return of such property after its repair howsoever such damage or loss may arise whether by reason of our negligence or otherwise.
10. Accounts are 30 days net monthly, unless otherwise stated. In the case of goods manufactured pursuant to a continuing order and which delivered to a customer in stages, we reserve the right to charge for goods delivered prior to the completion of such order payment to be made one month after delivery.
11. Property of the goods, remain vested in the seller until, complete payment has been made.