

# Harlow Group Limited Terms and Conditions of Sale

The following terms and conditions apply to all quotations, orders and contracts entered into by Harlow Group Limited (“the Seller”) and the purchaser (“the Customer”) unless otherwise agreed in writing by a Director of the Seller.

1. All orders must be confirmed in writing. No terms or conditions submitted by the Customer shall apply unless expressly accepted in writing by the Seller. In the event of any conflict between the Customer’s terms and these terms and conditions, these terms and conditions shall prevail unless otherwise agreed in writing by the Seller. Any dispute arising shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.
2. Quotations are open for acceptance within thirty days from the date thereof unless otherwise stated in writing and thereafter are subject to written confirmation by the Seller.
3. Orders accepted by the Seller may not be cancelled, suspended or amended without the Seller’s written consent. The Seller reserves the right to make a reasonable charge for work completed, materials purchased, commitments entered into and any losses or costs incurred arising from such cancellation, suspension or amendment.
4. Quotations are based upon the cost of materials, labour, energy, transport, subcontract processes and components ruling at the date of quotation. Should there be any significant increase in such costs prior to delivery, the Seller reserves the right to amend prices accordingly upon notice to the Customer.
5. Any delivery dates or manufacturing completion dates quoted by the Seller are estimates only, given in good faith, and time shall not be of the essence unless expressly agreed in writing. The Seller shall not be liable for any loss, damage or penalty arising from delay in delivery or manufacture. Penalty clauses or liquidated damages shall not apply unless specifically agreed in writing by the Seller.
6. Whilst every endeavour shall be made to supply goods of sound workmanship and materials, and in the case of design and manufacture contracts competent design, the Seller’s liability in respect of defective goods shall be limited, at the Seller’s option, to repair, replacement or credit of the defective goods. Any claim must be notified in writing within six months from delivery. The Seller shall not be liable for defects arising from customer designs, specifications, free issue materials, improper handling, misuse, wear and tear or unauthorised modification. The Seller shall not be liable for any indirect or consequential loss, loss of profit, loss of production, recall costs or third-party claims arising from any defect, delay or failure in the goods supplied.

7. No claim for shortage, transit damage or non-delivery shall be entertained unless both the carrier and the Seller are notified in writing within three days of receipt of goods. Risk in the goods shall pass to the Customer immediately upon dispatch from the Seller's premises, including during transit, offloading and storage, whether or not transport is arranged by the Seller on behalf of the Customer. The Seller shall, where reasonably possible, assign to the Customer any rights it may have against the carrier in respect of such loss or damage.

8. Goods returned for credit or rectification shall not be accepted unless prior written authorisation has been obtained from the Seller. All returns must quote the relevant invoice number, delivery note number and date.

9. Customer property, including free issue materials, tooling, fixtures, components, drawings or equipment supplied to the Seller, shall remain at the Customer's risk whilst on the Seller's premises or in transit. Whilst reasonable care shall be exercised, the Seller accepts no liability for loss or damage except where caused by the Seller's gross negligence or wilful misconduct. The Seller shall not be responsible for latent defects, dimensional inaccuracies or certification deficiencies in customer supplied materials or components.

10. Unless otherwise agreed in writing, accounts are strictly payable thirty days net monthly from the date of invoice. The Seller reserves the right to invoice for partial deliveries or completed stages of work. The Seller further reserves the right to charge interest and compensation on overdue accounts pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

11. Property in the goods supplied shall remain vested in the Seller until payment in full has been received for all goods and services supplied by the Seller to the Customer. Until title passes, the Customer shall store the goods separately and clearly identify them as the property of the Seller. The Seller reserves the right to recover such goods in the event of non-payment.

12. DELIVERY – The Seller may deliver goods by separate instalments. Each instalment shall be invoiced separately and paid for in accordance with these terms and conditions. Each instalment shall constitute a separate contract and failure or defect in any instalment shall not entitle the Customer to cancel or repudiate the remainder of the contract.

13. FORCE MAJEURE – The Seller shall not be liable for any failure or delay in performance arising from circumstances beyond its reasonable control including, but not limited to, acts of God, war, terrorism, industrial disputes, shortage of materials, supplier failure, transport disruption, energy shortages, cyber incidents, government action, pandemic, epidemic or localised health incident of whatever nature..

14. Where goods are manufactured in accordance with drawings, specifications or instructions supplied by the Customer, responsibility for the adequacy and suitability of such design and specification shall remain solely with the Customer.

15. No claim for defect or non-conformance shall be valid unless notified to the Seller in writing within seven days of discovery and in any event within six months from the date of delivery

16. The Seller reserves the right to charge reasonable storage and handling costs where delivery, collection, approval or call-off is delayed by the Customer.

17. These terms and conditions constitute the entire agreement between the parties and supersede any prior discussions, correspondence or representations relating to the subject matter of the contract.