

1. Interpretation

1.1 In these Conditions:

“Buyer” means HARTING Limited;

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions and shall (where the context so admits) be deemed to include services to be rendered by the Seller whether or not in connection with the supply of physical goods;

“Seller” means the person from whom the Buyer has ordered Goods services;

“Contract” means the contract for the purchase and sale of the Goods.

1.2. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1. The Seller shall sell and the Buyer shall purchase the Goods as specified in the Buyer’s order subject to the terms and conditions set out below, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation or tender is made or purported to be made, or any such order is accepted or purported to be accepted, by the Seller.

2.2. The Buyer shall not be bound by any variation to these terms and conditions unless the variation is recorded in writing and signed by a duly authorised officer of the Buyer.

3. Orders and specification

3.1. The quantity, quality and description of the Goods shall comply in all respects with the order and with any specification supplied by the Buyer to the Seller. If the Goods fail to correspond with the order in any of the above particulars, the Buyer shall have the right, without prejudice to any other remedy available to it, to reject the Goods.

3.2. Any specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer in connection with the Contract, together with the copyright, design right, or any other intellectual property rights of any nature, shall be the exclusive property of the Buyer.

The Seller will, at the Buyer’s request, execute a formal assignment of any such rights to the Buyer in such form as the Buyer may reasonably require.

4. Price of goods

4.1. The price of the Goods shall be as stated in the Buyer's order and unless otherwise stated, shall be deemed to include all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address stipulated in the order.

4.2. The Seller shall not be entitled to increase the price of the Goods for any reason (including, without limitation, fluctuations in exchange rates or the cost of raw materials, labour or transport) without the Buyer's prior written consent.

4.3. Where no price is shown on the order, the price shall be the price shown in the Seller's published price list current at the date of the order.

4.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of payment

5.1. The Seller shall be entitled to render an invoice for the Goods on or at any time after delivery of the Goods. Each invoice shall quote the Buyer's order number.

5.2 The Buyer shall pay the price of the Goods on or before the last day of the month following the month in which it receives an invoice from the Seller complying with requirements of the preceding sub-clause.

5.3. The Buyer shall be entitled to set off against the amount payable under any invoice any counter claim the Buyer may have against the Seller or any other sums due from the Seller to the Buyer.

6. Delivery

6.1. The Goods shall be delivered to (or in the case of services shall be performed at) the address specified by the Buyer in the order during the Buyer's normal business hours. If no time for delivery or performance is stated in the order, the Seller shall advise the Buyer in writing as soon as possible after receipt of the order of the date of delivery.

6.2 The time of delivery of the Goods shall be the essence of the Contract.

6.3. All Goods delivered, must be accompanied by documents containing at least the following information: date of despatch, mode of despatch, description of the Goods, quantity of Goods, the Buyer's complete order number.

6.4. Unless otherwise agreed, the Buyer shall be entitled to refuse part delivery or any delivery which is not accompanied by documents containing the information referred to in the preceding sub-clause, or, at the Buyer's option, to accept delivery and to store the Goods at the Seller's expense pending delivery of the balance of the order or the relevant documentation, as the case may be.

6.5. For the purposes of clause 5,1 above, the delivery shall be deemed not to have been made until the requirements of this clause have been complied with.

7. Risk and property

7.1. Risk of damage to or loss of the Goods shall to the Buyer at the time of delivery in accordance with the preceding clause.

7.2. The property in the Goods shall pass to the Buyer on delivery, or, if earlier, on the date the Buyer pays for the Goods.

8. Warranties and Liability

8.1. The Seller warrants that the Goods:-

8.1.1. will be of merchantable quality and fit for any purpose which the Buyer has made known to the Seller prior to delivery; and

8.1.2. will be free from defects in design, materials or workmanship; and

8.1.3. will correspond with any relevant specification given by the Buyer or to any specification or description given by the Seller in relation to the Goods; and

8.1.4. will comply with all statutory requirements and regulations relating to, the Goods.

8.2. In relation to any services supplied by the Seller under these conditions, the Seller warrants:

8.2.1. that any goods sold or supplied in connection with those services will comply with the, warranty contained in the previous sub clause: and

8.2.2. that all services will be performed in a good and workmanlike manner by appropriately trained an qualified personnel.

8.3. The Seller will indemnify the Buyer against all liability, claims, demands, costs and expenses (including legal expenses) incurred or suffered by the Buyer as a result of:

8.3.1. any breach of the above warranties;

8.3.2. any claim or allegation that the Goods infringe the intellectual property rights of any third party.

9. Termination

9:1. The Buyer shall be entitled to cancel the order in respect of all or any part of the Goods by giving notice to the Seller at any time prior to delivery in which event the Buyer's sole liability shall be to pay to the Seller the price for the Goods which have been cancelled less the Seller's net cost saving arising from cancellation.

9.2 The Buyer shall be entitled to cancel the order without liability to the Seller by giving notice to the Seller if:

9.2.1. the Seller ceases or threatens to cease to carry on business: or

9.2.2. if the Seller is wound up, or has an administration order made against it, or has a receiver appointed over all or any part of its assets; or

9.2.2. the Buyer has reasonable grounds for believing that any of the events mentioned above is about to occur.

10. General

10.1. Any communication required or permitted to be given by either party to the under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.2. The contract is personal to the Seller who shall not be entitled to assign its rights or duties under the Contract without the Buyer's prior written consent.

10.3. No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as waiver of any subsequent breach of the same or any other provision.

10.4. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

10.5. The Contract shall be governed by the laws of England.