

HINDLE GEARS CONDITIONS OF PURCHASE

INSTRUCTIONS

- A. When several items are packed together or when unpacked goods are despatched, each item shall be painted or labelled with Part No. or an exact description given as appears on this order.
- B. An Advice Note and Priced Invoice must be mailed on the same day as goods are despatched stating our Order Number, quantity, weights, Part Number, and exact description as appears on this order. An unpriced copy of this Advice Note must be enclosed with the goods.
- C. A Statement of Account must reach us no later than seven days after the end of the month in which the goods are despatched, or payment may be delayed but no discount forfeited. Failure to observe these instructions may result in delay in payment of goods.

CONDITIONS

1. No contract or order is valid unless made out on our official order form duly signed, and no variation is accepted unless in writing signed by us.
2. Acknowledgement of this order must be made by return of post giving prices and delivery.
3. We reserve the right to cancel the whole or any part of this order not delivered to the time specified, and if necessary to comply with our commitments to re-order in the open market and debit you with any extra costs incurred.
4. We reserve the right to suspend, amend or alter manufacture and/or delivery should the normal course of our manufacture be interrupted; restricted or delayed by any cause whatsoever beyond our control.
5. We reserve the right to reject any goods which are proved on inspection or in use, to be faulty in quality, construction, design or workmanship or which do not come up to the standard specified. If rejected, goods will be returned at the suppliers' risk and expense and must be replaced free of charge within the quoted delivery period or, at our option, full credit must be allowed without replacement against our Debit Note.
6. All goods which are of the suppliers' own design are to be guaranteed by the suppliers as fit for the specific purpose for which they are being purchased.
7. All Tools, Patterns, Jigs, Materials, Drawings, Specifications and all other equipment supplied by us in connection with this order will remain at all times our property and are to be used by the supplier solely for the purpose of completing our order. Every reasonable care shall be taken by the supplier to preserve such property in good order and the supplier will be fully responsible for any loss or damage until such property is returned into our premises.
8. Packing materials will not be paid for, but every care will be taken to return such as are worth returning at the suppliers' request and expense, if separately invoiced as returnable packages.
9. All goods are to be delivered free to Hapco Works, Bradford, unless otherwise ordered and responsibility for damage, loss or delay in transit is on the supplier.
10. The supplier guarantees that the sale or use of the goods ordered will not infringe any British or Foreign Patent, Trade Mark, Trade Name or Registered Design and indemnifies us against any claim for royalties, damages or costs arising from actual or alleged infringement.
11. The work to which this order relates is to be carried out in accordance with all statutory requirements applicable and the suppliers' workmen shall, when on our premises, conform with our Works Rules.
12. The supplier will keep us indemnified against all costs and claims which may arise from the execution of this order including claims for damages and costs arising at Common Law and shall produce for our inspection if required Policies of Insurance to support this indemnity.
13. Any Inspector or Representative authorised by the Buyer shall be entitled to inspect the goods at any reasonable time at the Seller's works, or where applicable at the works of any sub-contractor, provided that such inspection or right to inspect shall not constitute acceptance or approval of the goods.
14. The property and risk in the goods shall pass to the Buyer on delivery at the Buyer's works without prejudice to any right of inspection. The Seller shall be responsible for transport and unloading costs and insurance of goods to their full value against all risks of damage or loss prior to completion of delivery.
15. (i) All Conditions, warranties and undertakings on the part of the Seller and all rights and remedies of the Buyer expressed or implied by Common Law or Statute shall apply to this contract.
(ii) Goods shall be of first class quality and shall be supplied strictly in accordance with the quantities specifications and stipulations contained in this Order and all work and services performed by the Seller shall be in accordance with best practice.
(iii) The Seller warrants his expertise confirms all statements and representations made in respect of the goods work or services prior to this Order and the Buyer hereby confirms reliance upon such expertise statements and representations by the Seller.
(iv) The Buyer shall notify the Seller of any defective or damaged goods or faulty workmanship and the Seller shall instruct the Buyer with regard to the disposal storage or return of such goods or necessary rectification of workmanship as the case may be within 14 days thereof and in default all such matters shall be at the Buyer's discretion and all costs and expenses incurred hereunder shall be borne by the Seller.
(v) The Seller shall be responsible for making good (including the cost of delivery) with all speed necessary and defects or damage in the goods supplied or work performed arising during the period of twelve months from the date of delivery to the Buyer (fair wear and tear excepted) due to faulty design, materials or workmanship or any fact or omission of the Seller.
16. If the supplier shall commit any act of bankruptcy or being a Limited Company if any resolution or petition to wind up the supplier otherwise than for the purpose of reconstruction or amalgamation shall be passed or presented or if a receiver is appointed over any of its property or assets or the supplier enters into a voluntary arrangement with its creditors or becomes subject to an administration order or ceases or threatens to cease to carry out its business we shall be entitled to determine any contract then subsisting without payment of any compensation to the supplier and without prejudice to any claim or right that we might otherwise make or exercise.

ACCEPTANCE OF THIS ORDER IMPLIES THAT YOU ARE IN AGREEMENT WITH THE ABOVE CONDITIONS