

1. DEFINITIONS

1.1 These terms and conditions of sale shall apply to all orders given to and accepted by Harke UK LP. In these conditions "the Seller" means Harke UK LP "the Buyer" means the person, firm or company purchasing the Goods. "The Goods" means the goods or materials which are the subject of the contract between the Seller and the Buyer and shall include all product literature, labelling and packaging supplied with the Goods.

2. INCORPORATION OF TERMS AND CONDITIONS OF SALE

2.1 These terms and conditions of sale are the only ones to which the contract for the sale or supply of the Goods by the Seller to the Buyer in whatever form made, written and/or oral, is subject. Any other terms and conditions whatsoever are hereby expressly waived and excluded. These terms and conditions may not be varied except by the written consent of a duly authorised representative of the Seller. An acceptance of the Seller's quotation for the sale or supply of the Goods or of delivery of the Goods implies an unconditional and irrevocable acceptance of these terms and conditions of sale.

3. PRICES

3.1 An order given by the Buyer is not binding on the Seller until accepted by the Seller in writing or by making delivery or supplying the Goods.

3.2 The Goods will be charged at the price applying at the date of delivery, and will be subject to Value Added Tax. This is irrespective of any quotation given prior to that date, or of any price charged for similar goods previously delivered unless the sale is specifically stated in writing by the Seller to be at a fixed price or the quotation was in writing and stated to be open for a fixed period and an order was accepted by the Seller within that fixed period.

3.3 Prices quoted or charged include packaging. All packaging marked 'returnable' remains the property of the Seller and should be returned as soon as possible after being emptied of the Goods. Such packaging may be not loaned, given or sold to any third party.

3.4 Subject to sub paragraph 5.1 the price quoted or charged includes delivery during normal working hours to any place within the United Kingdom specified by the Buyer except that any special delivery at the Buyer's request that such be by expedited, recorded or insured delivery will be charged at cost.

4. PAYMENT

4.1 Payment is due not later than the 20th day of the month following the date of the Seller's invoice to the Buyer, or before delivery if required by the Seller.

4.2 If any payments due to the Seller are not made on the due date(s) the Seller reserves the right to suspend any or all deliveries of Goods ordered by the Buyer whether under the same contract or not and/or, by notice to the Buyer, to cancel any contract for the sale or supply of Goods to the Buyer without being liable for any loss or damage incurred by the Buyer in consequence.

4.3 The Seller reserves the right to charge to the Buyer interest on any sum outstanding beyond the period of credit allowed at the rate of 2% per month or part of a month.

4.4 Accounts are strictly net and remittances by cheque, which should be accompanied by the remittance advice, are to be made payable to the Seller and sent to:- Harke UK LP

Peter Minister House
26-30 Station Road, Urmston Manchester M41 9JQ

4.5 No allowances will be made at settlements unless previously acknowledged by the Seller's Official Credit Note.

4.6 Under no circumstances shall the Buyer withhold payment of any amount due to the Seller because of a disputed claim of any nature whatsoever nor shall the Buyer be entitled to claim a right of set off, claim or counterclaim in respect of any of the Seller's obligations arising in any way whatsoever.

5. DELIVERY AND RISK

5.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, providing that the Seller reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of the delivery.

5.2 Any time or date for delivery given by the Seller is given in good faith but is an estimate only and in no circumstances will be deemed to be of the essence of the contract.

5.3 Risk in the goods shall pass to the Buyer upon delivery and the Buyer shall keep the Seller fully indemnified against any loss of or damage to the Goods prior to payment in full being made by the Seller to the Buyer.

2. PASSING OF PROPERTY AND RISK

2.1 The property in any Goods delivered by the Seller to the Buyer shall remain with the Seller until such time as the Buyer has paid in full for those Goods and for any other Goods delivered by the Seller to the Buyer, but even though title has not been passed, the Seller shall be entitled to insure for the price and/or full value of the Goods (whichever is the higher) once payment has become due and/or upon delivery of the Goods.

2.2 Notwithstanding this reservation of ownership, and subject to sub- paragraph 8.3 the Seller has the Buyer's consent to re-sell any Goods which remain the property of the Seller in which event the Buyer shall remit the proceeds of such sale to the Seller up to the amount of any sums then owing under sub-paragraph 8.1 and until doing so shall hold such proceeds of sale on behalf of the Seller in such a way that they are kept separate and are readily identifiable from any monies of the Buyer.

2.3 If the Buyer

2.3.1 has any distress or execution levied against the Goods or any of the Buyers assets, or

2.3.2 has a bankruptcy or insolvency order of any kind made against the Buyer, or

2.3.3 goes into liquidation whether voluntary or compulsory (except solely for the purpose of a reorganisation) or;

2.3.4 makes an arrangement with the Buyer's creditors; or

2.3.5 has an administrator or administrative receiver appointed over any of the Buyer's assets; or

2.3.6 receives a written demand from the Seller to pay overdue sums owed to the Seller then the Buyer's consent from the Seller to do the acts referred to in sub-paragraph 8.2 shall forthwith determine and be deemed to have determined forthwith and the Buyer shall not thereafter sell or use the Goods belonging to the Seller, until the Seller has been paid in full in accordance with sub-paragraphs 4.1 to 4.6

2.4 The Seller may at any time recover and dispose of any Goods in which the Seller has retained the property under sub-paragraph 8.1 and for that purpose subject to sub paragraph 8.5 has the Buyer's irrevocable consent to enter any premises in which the Goods may be lying.

2.5 The Buyer agrees to store or move all Goods that are the property of the Seller in such a way that they are readily identifiable as such, to insure the same for their price and/or full value (whichever is the higher) and to make a note in the Buyer's accounting records that the Goods are the property of the Seller.

2.6 Notwithstanding the provisions in sub-paragraph 8.1 and as provided for in sub paragraph 5.3 the Goods shall be at the risk of the Buyer from the time when they are delivered in accordance with clause 5.

2.7 Where the property in the Goods has not passed the Seller may nevertheless maintain an action against the Buyer for the purchase price and all other monies owing to the Seller in relation to the Goods notwithstanding Section 49 of the Sale of Goods Act 1979

3. WARRANTIES AND LIABILITY

3.1 Subject to the terms and conditions set out below the Seller warrants that the Goods will correspond with their specification as provided for at sub paragraph 7 at the time of delivery in original sealed packaging and will be free from defects in material and workmanship for a period of six months from the date of such delivery

3.2 The above warranty is given by the Seller subject to the following conditions

3.2.1 The Seller shall be under no liability in respect of any defect in the goods arising from the Seller's compliance with any drawing, design or specification supplied by the Buyer.

3.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, Buyer's negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval.

3.2.3 The Seller shall be under no liability under the above warranty (nor any other warranty, condition or guarantee imported notwithstanding sub paragraphs 7.1 to 7.2) if the total price for the Goods has not been paid by the due date for payment.

3.2.4 The above warranty does not extend to parts, material or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

3.3 Subject as expressly provided for in these terms and conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of and to the extent restricted by the Unfair Contract Terms Act 1972) all warranties, conditions or other terms implied by

1.2 Where any valid claim in respect of any of the Goods which is based on defect in the quality or condition of the Goods or their failure to meet specification (including where such is the result of negligence on the part of the Seller) is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer, the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer whatsoever.

1.3 Save as provided for in sub paragraph 9.6 and except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) nor any implied warranty, condition nor other term, nor any duty at common law, nor under the express terms of the contract, for any loss or damage whatsoever (whether direct or indirect) nor for any, costs, expenses or other claims for compensation whatsoever (whether direct or indirect) (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the sale or supply of the Goods or their use or resale by the Buyer, 9.8 The Seller shall not be liable to the buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of the Seller's obligation in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control.

9.8.1 Act of God, explosion, flood, tempest, fire or accident.

9.8.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition.

9.8.3 Acts, restriction, regulation, bye-laws, prohibitions or measures of any kind of the part of any governmental parliamentary or local authority.

9.8.4 Import or export regulations or embargoes;

9.8.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.8.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.8.7 Power failure or breakdown in machinery.

9.9 In any case in which notwithstanding sub paragraphs 9.1 to 9.8 any liability arises on the part of the Seller then the entire liability of the Seller under or in connection with the contract shall not exceed the price of the Goods, except as expressly otherwise provided for in these terms and conditions.

9.10 By entering into any contract with the Seller the Buyer recognises the reasonableness of the provisions set out within sub paragraphs 9.1 to 9.9 because of the nature of the Goods, the equality of bargaining position between the Seller and Buyer and the availability of insurance to the Buyer.

2. DEFAULT

2.1 If the Buyer commits any breach of these conditions or if, in the opinion of the Seller, the financial standing of the Buyer becomes unsatisfactory the Seller may, without prejudice to his other rights and remedies, terminate this contract and any other contract between the Buyer and the Seller by notice in writing to the Buyer. The Seller shall also be entitled to require immediate payment for all Goods delivered under this and any other contract subsisting between the parties or (at the Seller's option) security for payment satisfactory to the Seller. In the event of termination under the provisions of this sub paragraph the Seller shall be relieved of all liability under this contract and any other contract terminated but such termination shall be without prejudice to any claim or right the Seller might otherwise have against the Buyer

3. PATENTS AND TRADEMARKS

3.1 No warranty or representation is given by the Seller that the Goods do not infringe any letter patent, trademarks, registered design or other industrial rights.

4. GENERAL

4.1 Any written notice to be given under these terms and conditions may be delivered or be sent First Class by pre-paid post, addressed to the party to be served at its registered office for the time being or (if not a company) the address for that party giving the notice. Notices served by post shall (except where expressly provided otherwise) be deemed served on the second business day after the date of posting; business day shall mean a day other than Saturday and a Sunday or an English Bank or Statutory Public Holiday.

4.2 No failure or delay by the Seller in exercising any of its rights under the contract shall operate as a waiver thereof.

1. FORCE MAJEURE

1.1 This contract is subject to cancellation by the Seller or to such variations as may be reasonably necessary only by reason of inability to secure labour, materials, transport or supplies or by reason of strike, lock-out, trade-dispute, weather conditions, hostilities, legislation, Act of God or any other cause whatsoever beyond the control of the Seller.

2. SPECIFICATION

2.1 All Goods supplied by the Seller shall be in accordance with (i) the current issue of the relevant Product Data Sheet as published from time to time by the Seller (copies of which are available from the Seller upon request) and (ii) those further specifications or descriptions (if any) expressly listed or agreed within the Buyer's order as accepted by the Seller or the Seller's quotation. No other specification, descriptive material, written or oral representation, correspondence or statement, or promotional sales literature shall form part of or be incorporated by reference into the contract for the sale or supply of the Goods.

1.1 No other warranty or representation is made as to the specification of the Goods supplied or sold.

statute or common law are excluded to the fullest extent permitted by law.

3.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions of Statements Order 1976) the statutory rights of the Buyer thereunder are not affected by these terms and conditions.

1.1 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification (including where such is the result of negligence on the part of the Seller) shall (whether or not delivery is refused by the Buyer) be notified in writing to the Seller within 7 days from the date of delivery or (where the defect or failure to correspond with specification was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure to correspond with specification. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability whatsoever for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the contract.

4.3 The Buyer may not assign any of its rights or obligations under the contract.

4.4 In the event that any of these terms and conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof, all of which shall remain in full force and effect.

5. PROPER LAW

5.1 The contract shall be deemed to have been made in England and shall be governed by and construed in accordance with English Law and both parties shall submit to the jurisdiction of the English Courts.

February 2024

These are the updated terms and conditions governing all contracts entered into by Harke UK LP and will remain effective until further notice.