



Systems House, Unit 8
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Terms and Conditions

1. General

All goods supplied by HAC and its subsidiaries are sold only upon the following conditions.

The placing of an order for any such goods, the acceptance of our quotation or tender, or delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing any other terms or conditions (including any which may be contained in your order) are expressly excluded.

Unless expressly incorporated into our quotation and tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract.

Our record of any order placed by you verbally shall be conclusive as to the type and quantity of product and the point and date of delivery.

2. Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

Orders for bus bar related products such as bus bar trunking and risers may require re-quoting before acceptance of any order. This is due to fluctuations in copper raw material price. We aim to hold the quoted price of such products for the duration of the calendar month in which it is quoted.

3. Delivery

Unless otherwise specified, the price quoted includes delivery to UK mainland premises as specified at time of tender.

The risk in all goods passes to you when they first enter those premises or are placed in store under Clause 5. We reserve the right to choose our method of transport.

4. Delivery Times

Time for delivery shall not be of the essence of the contract unless previously agreed by us in writing. Any dates or times quoted for delivery are from date of receipt by us of your written order, written acceptance of any applicable drawings, and any further necessary information to enable us to put the work in hand.

Quoted delivery dates or times are approximate only as we are subject to the manufacturers' or suppliers' delivery promises which we pass on to you in good faith.

For the avoidance of doubt such delivery dates or times given to you shall not create a contractual obligation to deliver on such date or time and accordingly no liability shall be accepted by us for any claim by you or any third party for direct or consequential loss or damage arising from delay in delivery.

5. Delivery Delays

If we do not receive sufficient delivery instructions within 3 working days after notification that the goods are ready for despatch, you will be liable to either take delivery or arrange for storage. Failure to do so shall entitle us to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1½ % of the invoice value of the goods per month) or elsewhere. We shall be entitled to payment as if the goods had been duly delivered. All charges for storage or demurrage will be payable by you.

6. Late Delivery Charges (LAD's)

HAC expressly precludes any form of LAD or late delivery charges on any contract or project. In a situation whereby LAD's form part of your contract or purchase order, this Clause will override all or any relevant Clause (s) in your terms and conditions and no LAD's will be accountable to HAC.

7. Defects after delivery

All goods supplied by us are subject to our, or the original equipment manufacturers warranty, and conditions thereof. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise in respect of any goods or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith.

8. Loss or damage in transit

Any loss or damage must be clearly stated upon the driver's delivery sheet. A written statement of the facts must be received from you and by the carrier (if not ourselves) within 3 days after the date of delivery to our headquarters address. No claim will be entertained where this procedure has not been followed. The packaging and contents should be retained for examination.

Where a claim is deemed successful our liability is only to replacing any goods supplied by us that are accepted by HAC as damaged or lost.

HAC accept no liability for any loss or damage suffered by you whether direct or consequential however arising as a result of loss of transit damage.

9. Packaging

Crates, cases, pallets, still ages, or skids or other returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice.

10. Acceptance

Unless expressly communicated in writing within 7 days from the date of delivery all goods are considered in conformity with the contract and you are deemed to have accepted the goods.



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11. Passing of Property

Each of the following sub-clauses 11.1 to 11.6 are separate and severable and shall be enforceable accordingly:

11.1

Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us;

11.2

Your will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business;

11.3

Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us;

11.4

We shall be entitled immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause;

11.5

If you incorporate the goods we supply you into other products with or without materials you already possess or which are supplied to you by third parties the property in such other product will pass to us and you shall store them without charge on our behalf as bailee;

11.6

You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable.

12. Prices

All goods are sold subject to the prices ruling at the time of delivery. Our prices and Conditions of Sale may be altered at any time without notice. All prices are calculated upon a "whole order" or "majority of the order" basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the prices at which such orders are accepted.

All prices are quoted in UK Pounds Sterling unless otherwise stated.

13. Payment

(Credit accounts)

Payment in full without retention or set-off shall be due not later than the 28th of the month following that in which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 2% over the HSBC plc base rate current for the time being, and without notice to suspend further deliveries until arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.

(Pro-forma accounts)

Payment required as follows: 30% required with order, 60% cleared effects prior to delivery, balance as per (a) above.

It is at the sole discretion of the HAC Group Directors to grant or rescind credit facilities to customers of HAC and its subsidiaries

14. Performance

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for how the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used or installed.

15. Return of goods

Under no circumstances may any goods supplied against an order be returned without the prior written consent of HAC.

16. Termination

We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:

- (a) You fail to make payment on our due date under this or any other contract between us;
- (b) You purport to cancel or suspend, or commit any breach of, this or any other contract between us;
- (c) You become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.



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17. Waiver

Any failure by us to enforce any or all these Conditions shall not be construed as a waiver of any of our rights hereunder.

18. Warranty

Where goods are found to be defective, HAC shall replace such items within the manufacturers standard warranty period. Where no standard warranty period exists a period of 12 months from the date of manufacture shall prevail.

HAC will only replace faulty items where the following conditions are met:

18.1

The purchaser shall notify HAC immediately upon the defect becoming apparent

18.2

The buyer shall return the defective item(s) to HAC head office at their expense for investigation

18.3

The defect must be found to be due to faulty design, materials or workmanship

18.4

Where HAC have supplied goods to a third party that have not been manufactured by HAC, all remedy will lie with the equipment manufacturer and no remedy shall be entitled against HAC

18.5

HAC will at their sole discretion repair, replace or refund any item found after investigation to be defective. No remedy will be given in respect of down time, loss of production or similar.

19. Intellectual Property (IP)

Where any Goods supplied by us embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user licence, to the exclusion of all liabilities and obligations on our part.

Where the IP is expressly owned by HAC the end user is entitled to use such software, programs, know how for the purposes for which HAC supplied the items only. No right of ownership is created by the act of purchasing license to use such products.

20. Force Majeure

HAC shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of its reasonable control, including but not limited to:

Acts of God, Strikes, Accidents, War, Fire, Mechanical breakdowns, Shortages of raw materials

21. Severability

If any term of provision of these conditions is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue to have full force

22. Rights of third parties

For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.

23. Data Protection

By entering into a contract for goods or services with HAC you consent to the terms of our data protection policy. (not withstanding any non-disclosure agreements) Information is available on our website concerning the type of data we process. You can request at any time to view or amend any information that may not be accurate. Please contact one of HAC's Directors for further assistance.

24. Disputes

Should any contract be in dispute or frustrated, HAC requires that the dispute be communicated to them in writing. HAC further requires 14 working days to assess the dispute and make comment to the other party.

Should the dispute not be resolved, HAC requires the dispute to be referred to Mediation.

The jurisdiction of the Anglo-Welsh legal system shall prevail on all contracts.