

General Terms and Conditions of HAHN Automation Limited for Sales

1. Terms and Conditions of Sale Definitions

“Company” means HAHN Automation Limited registered number 4628123.

“Contract” means the Contact for the sale of Goods and or the supply of Services as set out in the Quotation which is subject to these Terms.

“Contract for Installation” means a contract between the Company and the Customer whereby the Company will install, or arrange for the installation of the Goods.

“Customer” means the person, firm or company to whom this document is addressed.

“Goods” means goods manufactured and or supplied by the Company.

“Installation Site” means the site where it is agreed Goods will be installed under the Contract for Installation.

“Order” means an order set out in writing by the Customer which shall not be binding on the Company unless accepted and confirmed in writing by the Company.

“Quotation” means the quotation set out overleaf (or in the electronic communication to which these terms are attached) which is subject to the Terms.

“Services” means the services performed by the Company or its agents or sub-contractors under the Contract and or any Contract for Installation.

“Terms” means the standard terms and conditions of sale as set out in this document and include any special terms and conditions agreed in writing between the Company and the Customer.

2. Terms apply

All quotations are made by the Company and any Orders are accepted from the Customer subject to the Terms and no additions or variations shall be made or applied unless agreed in writing between the authorised representatives of the Company and the Customer.

3. Description

3.1 All Goods are sold subject to reasonable availability to the Company of materials. The Company reserves the right without notice to substitute materials, components and units similar to those specified in the Quotation or the Order.

3.2 All Services are rendered subject to the reasonable availability of personnel. The Company reserves the right to sub-contract the fulfilment of any Contract (either as a whole or in part).

4. Orders

4.1 The Company reserves the right to refuse to accept any Order.

4.2 All Orders must be accompanied by the sufficient information to enable the Company to proceed with the Order.

4.3 The Customer shall inspect the Goods or Services immediately on their delivery or performance and shall within fourteen days give notice in writing to the Company of any matter or thing by reason of which the Customer believes that the Goods or Services have not been delivered or performed in accordance with the Terms. If no notice is given, the Goods or Services shall be deemed in all respects to have been provided in accordance with the Contract and the Customer shall be bound to accept and pay for the Goods or Services in accordance with Clause 8 below.

5. Delivery

5.1 Delivery shall be deemed to take place ex-works.

- 5.2 Any dates quoted for delivery of the Goods or performance of the Services are approximate only. The Goods may be delivered by the Company or the Services performed in advance of the quoted date upon giving reasonable notice to the Customer.
- 5.3 Where Goods are to be delivered in instalments under the Terms each delivery shall constitute a separate contract. Breach of one such separate contract shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 5.4 If the Customer fails to accept delivery of the Goods or fails to give the Company adequate delivery instructions without prejudice to any other right or remedy available to the Company, the Company may:
 - 5.4.1. store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 5.4.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price payable under the Contract.

6. Risk and Title

- 6.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take the delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass to the Customer until the Company has received in full the price of the Goods.
- 6.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods until full payment for the Goods has been made.
- 6.4 The Customer shall not be entitled to pledge or in any way charge by way of security any of the Goods which remain the property of the Company.

7. Price

- 7.1 All prices, estimates and quotations accepted by the Customer are subject to revision where at any time before the delivery of the Goods or Services:
 - 7.1.1. there is an increase in the cost of the Company's raw materials or labour; or
 - 7.1.2. there occurs such other event which is beyond the reasonable control of the Company which occurs before delivery which makes revision necessary.
- 7.2 The prices quoted are exclusive of Value Added Tax.
- 7.3 The Quotation is valid for acceptance for a period of thirty days from the date shown on the face of the Quotation unless stated otherwise.
- 7.4 If work is suspended or delayed because of the Customer's instructions, lack of instructions or failure to supply specifications, the Company reserves the right to add to the Quotation such reasonable charges as may be incurred thereby.
- 7.5 The price quoted does not include cost of freight except where otherwise stated.

8. Payment

- 8.1 Unless otherwise agreed payment shall be made within thirty days from the date of the invoice ("the due date") for Goods or Services delivered.
- 8.2 If payment is not received by the due date the Company shall not be entitled to:

- 8.2.1. suspend any further deliveries or to cancel the Contract at the Company's option and to demand immediate payment of all sums owing to the Company, all without prejudice to its rights to seek other redress; or
- 8.2.2. suspend work on any other Contract which the Company has with the Customer.
- 8.2.3. All goods supplied by the Company in the hands of the Customer whether paid or not will remain the property of the Company until all the outstanding debt to the Company is paid.
- 8.2.4. Interest on overdue invoices shall accrue from the date when payment became due from day to day until the date of payment at a rate of 4% above Bank of Scotland plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

9. Warranty

- 9.1 Subject to clauses 9.2 and 9.3 below, should any of the Goods become faulty or fail to operate in accordance with their published specification or should any Services prove unsatisfactory within six calendar months from the date of delivery of Goods or supply of the Services, the Company undertakes to replace or repair the Goods at its sole discretion or correct the Services at its sole discretion without charge.
- 9.2 The warranty in clause 9.1 above shall apply provided that:
 - 9.2.1. the Customer proves that the failure is due to a defect of workmanship or material; and
 - 9.2.2. the Customer proves that the Goods have been used solely in a manner which is normal for their type and have not been misused or abused; and
 - 9.2.3. the Goods or Services have been accepted by the Customer and paid for; and
 - 9.2.4. the Customer provides the Company with written notice of the defect or dissatisfaction within seven days from the date of discovery.
- 9.3 Save as required by statute, all warranties, conditions or other terms implied by statute are excluded to the fullest extent permitted by law.

10. Consequential Loss

In no circumstances whatsoever shall the Company be liable in contract or in tort or otherwise for any consequential or indirect damage or loss howsoever caused.

11. Damages

In any event the Company's liability to the Customer in respect of the direct consequences of any breach of the Contract or any tort, howsoever caused or arising, shall be limited to the aggregate price of the Goods.

12. Contracts for Installation

- 12.1 The Goods shall be deemed to be delivered ex-works notwithstanding that the Company may have agreed to install them, which may be included in the total price or as a separate item and cost.
- 12.2 The Company shall not be bound to carry out any work unspecified in the original Contract for Installation. Where however the Customer requests either additional or incidental work to be carried out this work may be accepted by the Company at its complete discretion and if so accepted such work shall be executed at additional cost at the prevailing rates.
- 12.3 The Customer shall ensure that:
 - 12.3.1. the Company has full and free access to the Installation Site at all times;
 - 12.3.2. the Installation Site shall be ready to accept installation of the Goods;
 - 12.3.3. there shall be available at the Installation Site all facilities as shall be necessary to enable the installation to be carried out conveniently, expeditiously and above all safely, including but not limited to

the provision of loading/unloading facilities, suitable electrical power and compressed air supplies and lifting equipment where required;

12.3.4. all reasonable assistance from the Customer's own personnel shall be afforded to the Company's employees or agents; and that

12.3.5. the health and safety of the Company's employees, agents or sub-contractors is guaranteed and all relevant legislation is complied with in that respect.

13. Customer Materials

Any Customer's materials shall be delivered to the Company's business premises at the Customer's expense and at the Customer's risk and the Company undertakes no responsibility for any loss or damage thereto.

14. Intellectual Property

14.1 Where Goods are manufactured to a Customer's specifications and or using any Customer's materials the Company cannot accept responsibility if the Goods are the subject of any patent, registered or unregistered design right or copyright in any country and in the making of the Contract the Customer shall be deemed to indemnify the Company against any loss whatsoever in respect of infringement of any such patent, registered design, unregistered design or copyright.

14.2 Without prejudice to the foregoing the Company reserves the right to cease work on any Contract if it should come to its notice that the Goods are the subject of any patent, registered or unregistered design right in which case the property in the work done shall not pass to the Customer (except in the Company's discretion) and the Company be entitled to recover and be paid such sums for work done and Goods supplied as shall be reasonable in the circumstances.

14.3 The copyright and design right (whether registered or unregistered) in any drawings or specifications provided by the Company to the Customer shall belong to the Company notwithstanding the completion of the Contract.

15. Termination

15.1 If the Customer shall:

15.1.1. fail to perform any of its obligations hereunder; or

15.1.2. fail to make any payment on any due payment date; or

15.1.3. have a receiver appointed over its business undertaking or enter into liquidation whether compulsory or voluntary (save for the purposes of amalgamation or reconstruction of a solvent limited company) or ceases to trade or threatens to cease to trade or if the Company has any reason to have any serious doubts as to the Customer's solvency;

the Company shall become entitled (without prejudice to its other remedies) to suspend or cancel further performance of the Contract.

15.2 The Company shall have the right to retain any deposit with order or advance payment in the event of cancellation of the Contract by the Customer for any reason.

15.3 The Company has the right to invoice and receive payment for all reasonable costs incurred in the execution of the Contract until cancellation in writing of the Contract by the Customer.

FORCE MAJEURE: the Company shall not be under any liability to the Customer in respect of any failure to perform or delay any of its obligations under the Contract attributable to any cause of whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purpose of these Terms to constitute a breach of contract.

GOVERNING LAW: the Contract shall be governed by and construed in accordance with the Laws of England and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts. The Company may enforce the Contract in any court of competent jurisdiction.