

STANDARD CONDITIONS OF SALE

1. Acceptance of a Hughes tender or quotation.

- (a) The acceptance of a Hughes tender or quotation shall be deemed to be acceptance of these Conditions of Sale.
- (b) These conditions of sale override all clauses with a contrary intent whether printed or not, which may be proposed by the buyer unless expressly accepted by the Seller.
- (c) A tender or quotation is open for acceptance for thirty days from the date hereof and is then subject to confirmation by the Seller.

2. Prices.

A tender or quotation is based upon the rates and conditions of labour, cost of materials, transport, handling or other charges at the date hereon and is subject to change in the event of any variation after the date hereof.

3. Suitability.

The Seller manufactures and supplies goods to a British Standard Specification Number, or to the Buyer's own specification and accepts no responsibility for the suitability of the specification for the purpose for which the goods are required.

4. Delivery.

- (a) Where goods are collected ex works either by the Buyer's own transport or by a Carrier employed by him, the Seller's responsibility ceases when the goods are handed over to the Carrier.
- (b) Where goods are delivered by the Seller:
 - (1) Unless otherwise stated the price quoted is for a minimum load of 13 tons. If less than this amount is ordered the Seller reserves the right to make an additional charge.
 - (2) The Seller shall not be required to deliver goods over any road or ground which in the opinion of the Seller's driver is unsuitable for the vehicle used.
 - (3) The responsibility and expense of unloading the goods is the obligation of the Buyer.
 - (4) If the goods are damaged in transit by the Seller's lorry, the Seller will (at the Seller's option) replace them or make compensation not exceeding the price of the goods involved, on condition that the damage is recorded on the delivery receipt retain by the Seller's driver, or a written claim is received by the Seller within three days of delivery.
 - (5) The Seller reserves the right to charge for any vehicle waiting time and labour charges caused by undue delay in unloading.
 - (6) When manhole rings are ordered, loading and delivery will be chimney fashion unless a different loading method has been specifically requested by the purchaser.

5. Delay and Non-delivery.

- (a) Delivery dates are estimated and do not involve contractual obligations.
- (b) The Seller cannot be held responsible for non-delivery or delay in delivery due to inability to obtain labour or materials or to act of God, war, fire, civil commotion, riots, accidents, breakdowns of plants or machinery, strikes, lockouts or any cause whatsoever not in the Seller's control.
- (c) The Seller's liability for delay or non-delivery is not to extend to loss of profit, penalties or damages payable by the buyer, or any consequential loss and is not to exceed in amount the price of the goods as herein quoted.

6. Payment.

- (a) The time within which the buyer is required to pay for the goods shall be the essence of the contract.
- (b) All accounts are due for payment by the end of the month following that in which the goods are dispatched, unless otherwise agreed.
- (c) The Seller retains full title to the goods until they are paid for in full by the Buyer.
- (d) For deliveries made to third parties through the Buyer, should the Buyer become unable to pay for the goods for any reason whatsoever entitlement to receive payment from the third party passes from the Buyer to the Seller.

7. Inspection and Testing.

Any inspection and/or testing of goods required for or on behalf of the Buyer, shall take place at the Seller's works and unless the Buyer or his Agent has carried out such inspection and/or test and shall within fourteen days give notice in writing to the Seller that the goods do not comply with the contract, the Buyer shall be deemed to have accepted that the goods do comply with the contract.

8. Liability.

The Seller's liability under or arising out of this contract from any cause whatsoever, shall be limited to the price charged by the Seller for the goods and in particular the Seller accepts no liability for any consequential damages or loss arising.

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