



HOLIFERM LIMITED (“the Company”)  
GENERAL TERMS AND CONDITIONS OF SALE

1. In this document:

“The Buyer” means the person, firm or company purchasing the Goods.

“Delivery Date” means the date planned for delivery of the goods as indicated on the Company’s acceptance of the order.

“The Goods” means the products detailed on the Company’s acceptance of the order.

“The Price” means the price of the goods as specified in the Company’s Order Acknowledgement, or as otherwise communicated to the Buyer and agreed.

“Force Majeure” means any circumstances beyond the reasonable control of the Company.

2. The following terms and conditions shall apply to all contracts entered into by the Company in respect of the supply of goods and/or chargeable processes. All quotations are given and orders accepted by the Company on the basis of these Conditions of Sale to the exclusion of any Conditions of Purchase of the Buyer which are inconsistent with these Conditions.
3. The Company reserves the right to increase the price of the Goods, prior to despatch, to take account of any foreign exchange fluctuations, currency regulations, changes in duties or taxes, increases in the cost of raw materials, labour, transport or any other causes beyond the Company’s control. Such changes will be notified to the Buyer in writing. If the Buyer objects to the increase within 2 days of the Company’s written notice, the Company shall have the option to continue to supply the Buyer at the original price or to cancel immediately by notice in writing.
4. Unless otherwise stated by the Company, the price quoted shall be as per INCOTERMS 2011 published by the International Chamber of Commerce, as stated in the quoted price. The Buyer shall be responsible for the unloading of the Goods and the cost thereof.
5. Under the Company’s standard terms, “Net 30 days from date of invoice issue” all payments are due within 30 days. Variation to this will only apply if stated on the relevant invoice or otherwise agreed in writing.

6. Unless otherwise agreed in writing by a duly authorised representative of the Company the price and the cost (if any) of delivery of the Goods shall be paid in full without set-off strictly in accordance with the payments terms. The price is exclusive of VAT or other applicable sales tax (which will be applied in accordance with the legislation in force at the tax point date) and any other duties, taxes, levies, tariffs or surcharges of whatsoever nature for which the Buyer shall be additionally liable. Version 2 – dated 04/06/2020 supersedes all other versions Holiferm Limited Units 7-14 Ocean Park, Dock Road, Birkenhead, UK CH41 1HW UK VAT Number – 311894504
7. Non-compliance with the Company's terms of payment shall constitute default without reminder. In the case of default the Company may charge interest on a daily basis at the rate set under the Late Payment of Commercial Debts (Interest) Act 1998 and as subsequently amended. If the Buyer fails to fulfil the terms of payment in respect of any invoice the Company may in its sole discretion demand payment of all outstanding balances from the Buyer whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries or carry out further works except upon receipt of cash or satisfactory securities. Except where the laws relating to bankruptcy, receivership or liquidation provide otherwise, the Buyer shall not be entitled to withhold or set off payment for Goods delivered by virtue of any debt, claim or allegation.
8. The risk in the Goods shall pass to the Buyer immediately on delivery of the goods to the specified location (or haulier in the case of ex works contracts). However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods including full legal and beneficial ownership shall not pass to the Buyer until the Company has received cash or cleared funds in full payment for all goods delivered under all contracts with the Buyer for which payment of the full price of the goods has not been received. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of all contracts between the Buyer and the Company under which the goods were delivered.
9. Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of the Goods and all other goods sold or agreed to be sold by the Company to the Buyer for which payment is then due (including but without limitation any cost of delivery) the property in the Goods shall remain in the Company, the Buyer shall hold the same as bailee for the Company and shall keep them separate and easily identifiable as the property of the Company.
10. At any time prior to the payment in full of the price and other monies payable to the Company in respect of the goods the Company or its agents may enter the premises of the Buyer and take possession of any goods in which the property remains in the Company and remove and dispose of them as the Company thinks fit. The company shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.
11. The Delivery Date or any other date for delivery of the Goods agreed by the Company in writing is approximate only and time shall not be of the essence of such delivery and the Company shall have no liability in respect of late delivery. If the Company is prevented from delivering any Goods at the time provided for delivery by reason of Force Majeure then the period for delivery shall be

extended by the time lost by reason of such cause. Version 2 – dated 04/06/2020 supersedes all other versions Holiform Limited Units 7-14 Ocean Park, Dock Road, Birkenhead, CH41 1HW, UK VAT Number – 311894504

12. If Goods manufactured to the Buyer's order are ready for delivery and the Buyer fails to take delivery at the time agreed the Company shall be entitled:-
  - 12.1.1 to invoice such Goods forthwith and to take the invoice into account and
  - 12.1.2 to charge at rates giving an economic return for the handling and storage of such goods and for their insurance from the date of invoice to the date when the Buyer takes delivery or the Company at its discretion disposes of the same.
13. The Company reserves the right to deliver the goods by instalments and where it does so each delivery shall constitute a separate contract. Any failure by the Company to deliver any one or more of the instalments or any claim by the buyer in respect of any one or more instalments shall not entitle the Buyer to treat the order as a whole repudiated.
14. Any claim for short delivery or defective goods shall be notified to the Company verbally within 48 hours and confirmed in writing within 10 days from the date of delivery or, where the defect or failure in question was not apparent on reasonable inspection at the time of delivery, within 10 days after the date of discovery of the defect or failure, or the date upon which the defect or failure ought to have been discovered. If delivery is not refused, and the Buyer does not notify the Company of any defect in accordance with the provisions of this clause the Buyer shall not be entitled to reject the Goods, the Company shall have no liability to the Buyer and the Buyer shall be bound to pay the price in accordance with the payment terms.
15. The goods in respect of which any claim of damage or shortfall is made must be preserved intact (including packaging) for a period of 7 days from notification of the claim within which time representatives of the Company and the carrier shall have the right to attend at the Buyer's premises to inspect the Goods and investigate the claim. The Buyer shall if requested by the Company return any damaged Goods to the Company's premises within 7 days of it receiving a request to do so carriage pre-paid (subject to refund in the event that the claim is found to be justified) for inspection to take place there.
16. The Company warrants that at the time of despatch the Goods meet its published specification or any other specification agreed in writing with the Buyer. The Company's liability is limited to the purchase price or quantity of the Goods which do not conform to this warranty. Save as aforesaid, all other conditions, guarantees or warranties whether expressed or implied by statute, common law or otherwise as to quality, fitness for purpose or description of the Goods or their life or use under any conditions, whether known or made known to the Company or not, are hereby excluded. In particular but without limitation to the foregoing the Company shall not be liable for the failure of the goods to be fit for any particular purpose for which the Goods are being purchased nor shall the Company be liable for any loss, injury or damage attributable to the Goods whether direct or consequential and whether arising in contract or tort, except liability for

death or personal injury resulting from the Company's negligence. Version 2 – dated 04/06/2020 supersedes all other versions Holiferm Limited Units 7-14 Ocean Park, Dock Road, Birkenhead, CH41 1HW, UK VAT Number – 311894504

17. The Buyer shall ensure that all markings and instructions required under any health and safety, Environmental or other similar regulations are maintained on the Goods and packaging and are followed and transferred in the event that the Buyer repacks the Goods.
18. All documents supplied by the Company to the Buyer shall remain the property of the Company which shall be the legal and beneficial owner of the copyright, design right or other intellectual property rights in the same and the Buyer shall at all times maintain their confidentiality and acknowledge the Company's intellectual property rights in such documents and information as in the goods themselves.
19. If the Buyer shall default in or commit any breach of its obligations to the Company or if in the sole discretion of the Company it believes that serious doubts have arisen as to the Buyer's solvency then in any such case the Company reserves the right (without prejudice to its other rights under the agreement) to either terminate the contract between the parties or to suspend further deliveries under it, or require payment in advance in the event that the Buyer fails to pay for any one delivery when the same becomes due.
20. No forbearance, delay or indulgence by the Company in enforcing its rights shall prejudice or restrict such rights and no waiver of any such rights or any breach of any contractual term shall be deemed to be a waiver of any other right or of any later breach.
21. The Contract of which these Conditions form part shall be governed by English Law and English Courts shall have non-exclusive jurisdiction in respect thereof
22. The Company shall have no liability to the Buyer for any breach of its obligations under any Contract where such breach arises wholly or in part as a result of Force Majeure.
23. The Buyer should not be entitled to assign, transfer, sub-contract or otherwise delegate any of its rights or obligations hereunder without the written consent of the Company.
24. Reference to any English term for any action, remedy, method or judicial proceeding, legal document, legal status, Court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term.