

Holiferm Limited  
Greenheys Building  
61 Pencroft Way  
Manchester  
M15 6JJ  
UK  
VAT Number – 311894504



## **HOLIFERM LIMITED (“the Company”)**

### **GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES**

1. **CONTRACTING PARTIES** In these conditions Holiferm Limited is the "Buyer" and the person, firm or company receiving the order (whose name is stated overleaf), is herein called the "Supplier".
2. **FORM AND ACCEPTANCE OF ORDER** All orders must be on the Buyers order form. The Suppliers confirmation of acceptance must be communicated to the Buyer by return by e-mail. Must confirm acceptance of price and terms of order.
3. **DELIVERY INSTRUCTIONS** Delivery shall be carriage paid to the delivery point stated on the purchase order unless otherwise stated. The Buyer reserves the right to collect the goods by nominated haulier, in which event the Supplier shall make due allowance to the Buyer in respect of any carriage charges not incurred. All delivery instructions of the Buyer must be strictly complied with and failure to do so by the Supplier will render the order subject to total or partial cancellation at the option of the Buyer.
4. **DELIVERY** The goods must be delivered, or the work carried out as the case may be, in the quantities (or at the rates) and at the times as instructed by the Buyer. Deliveries must be booked in at least 24 hours in advance of delivery date, where a specific off-loading time will be advised. Dates or times of delivery if specified by the Buyer shall be of the essence in the contract. Failure to book in may result in refusal of delivery. Failure to deliver or to carry out work or services (as the case may be) on the due date shall render the Supplier liable to the Buyer for all claims, expense and losses of any kind incurred by the Buyer (whether direct or indirect) as a result of the late performance or non-delivery (whether whole or partial) by the Supplier. If delivery or completion of work is held up due to circumstances beyond the Supplier's control, such as strikes, fire, accident, war or government act, a reasonable extension of time may be given by the Buyer, at his option, provided that written notice is given to the Buyer by the Supplier of the delay or hindrance immediately it arises. The Buyer, however, reserves the right to cancel an order either wholly or partly, without liability on the Buyer but without prejudice to the rights of the Buyer against the Supplier, if delivery is not made or if the work is not completed within the time agreed or any agreed extension thereof.
5. **PERIODICAL DELIVERY** Where goods or services are ordered for delivery or execution over a period of time in accordance with a delivery or work schedule, the Buyer reserves the right, on giving reasonable notice to the Supplier, to vary the delivery or work schedule.
6. **EXCESS QUANTITIES** Unless previously agreed by the Buyer in writing, no goods produced, or work done in excess of that specified in the order will be paid for. Excess goods delivered will always be at the Supplier's risk and may at any time be returned to the Supplier at his risk and expense.

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7. QUALITY AS PER SPECIFICATION All goods delivered, or work done in accordance with any order, must be strictly to the quotation accepted or description furnished by the Buyer or sample supplied, quality required, and specification or other data furnished or agreed to by the Buyer. Any variations to the agreed specification, price, quantity or delivery date, must be agreed prior to delivery.

8. OPTION TO CANCEL Buyer shall have the option to terminate, cancel or suspend by written notice, in whole or in part, this Agreement or parts thereof for its convenience. Buyer exercises the option to terminate, cancel or suspend this Agreement, Seller shall promptly discontinue all work hereunder and shall not incur any additional costs in connection with the Agreement. This provision does not limit Buyer's right to terminate or cancel the Agreement in the event of material breach of this by Seller

9. SUPPLIER'S WARRANTY The Supplier warrants that all goods or materials supplied under any order of the Buyer are of merchantable quality and fit and sufficient for the purpose for which they are intended to be used, and that work done under any order of the Buyer is in accordance with specification and free from defects in both material and workmanship, and that the Supplier gives good title to the goods.

10. SUPPLIER'S GENERAL INDEMNITY The Buyer shall not be responsible or liable for any loss, damage, expense or injury to any persons or property in consequence of any defect in design, manufacture, work or material or from any negligence of the Supplier, and the Supplier undertakes to indemnify and keep the Buyer indemnified against any loss, damage, costs, proceedings, claims, expense or injury to any persons or property, real or personal. The Supplier agrees to adequately insure his liability as set out above, and if required by the Buyer, must produce the Policy or Policies to the Buyer for inspection.

11. PACKAGING The Buyer reserves the right to refuse delivery of goods from the Supplier when such goods are delivered in chargeable packaging, and the Buyer has not agreed to the charge in writing.

12. ENGLISH LAW APPLIES The contract shall be construed and operated in accordance with the Law of England and the English Courts shall have exclusive jurisdiction to deal with all matters arising from or connected with the Contract.

13. SAVING OF RIGHTS Failure of the Buyer to enforce any of these conditions shall not be construed as a waiver of any of the Buyer's rights hereunder.

14. THESE CONDITIONS PREVAIL OVER OTHERS These conditions shall be read in conjunction with all other authorised instructions and terms given or specifically agreed to by the Buyer in writing in respect of the goods and services forming the subject matter of the order in the event of any conflict or inconsistency between the Supplier's Conditions of Sale or Terms of Quotation, Advice Notes, Invoices, or other documents and these Conditions, then these Conditions shall at all times prevail. Acceptance of the purchase order by the Supplier will signify acceptance of these terms.