

Terms and Conditions Hamer Technology

Definitions and Effect of Conditions

- a) The company means Hamer Technology
- b) These conditions shall apply to and be incorporated in every agreement between the company and any person, firm or company "The Customer" under which the company supplies goods or services at the request of the customer.
- c) These conditions shall take precedence over any conditions of the customer and any previous conditions of the company.

Delivery

- a) Any delivery dates quoted verbally or otherwise are estimates only and in regard to and such date, time shall not be of the essence.

Frustration etc. (Force Majeure)

The company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the customer due to any delay in performing or any failure to perform any such obligations by any reason beyond the company's control including without limitation breakdown of machinery, strike or industrial dispute, shortage of materials or failure of or delay in receiving supplies, act of war, act of God, or any law regulation of any Government or any local or municipal authority.

Price

- a) Unless otherwise stated any prices quoted by the company are:
 - i. Exclusive of value added tax.
 - ii. Exclusive of carriage, packing and insurance
 - iii. Exclusive of any release certificates.
- b) Prices quoted are those current at time of quotation and the price payable by the customer shall be that which is current at the time of delivery to the customer.

Payment

- a) The price is payable on demand and is dependant on the type of account opened.
- b) Pre-paid account, all invoices must be paid in full before goods leave the warehouse.
- c) COD accounts, all invoices must be paid in full upon receipt of delivery.
- d) Credit accounts, all invoices must be paid within the customers agreed credit terms.
- e) The company reserve the right to suspend deliveries where payment is not received in accordance with paragraph (a).
- f) Where payment is not made in accordance with paragraph (a) hereof the customer shall pay interest on any unpaid accounts calculated at 3% above Bank base rate for the time being in force calculated on a daily basis.

Payment can be made via BACS to:
Natwest Stafford
GreenGate Street
Stafford
ST16 2JD
Sort Code 52-21-00
Account Number 18545459

Title of Goods

Ownership of the goods remains with the company until the customer has made payment of all sums owing, until such time as ownership passes to the customer, the company has the right to repossess or otherwise recover the goods.

The customer grants to the company an irrevocable licence to enter upon its premises for the purpose of inspecting the goods, taking an inventory and repossessing the same, should the customer be in breach of any contract entered into between the company and the customer.

Guarantee

If within 12 calendar months of their being delivered any defect in the goods which is directly due to faulty materials or workmanship the company will at its option remedy the defect or replace or give credit to the customer for the goods.

Returns

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The customer shall not return any goods (except in accordance with the companies guarantee or cancel orders without the company's previous written consent. Such consent will not be given where the goods have been specially purchased by the company, if the company in its discretion gives consent a 25% of the contract price of the goods will be charged for return of the goods payable, on receipt by the company from the customer.

Subcontracting

The company reserves the right to sub-contract any work or supply of any goods or services without notice.

Telephone Orders

The customer agrees to send the company a written order in confirmation of any telephoned order duly marked with any confirmation reference given by the company otherwise the company cannot accept liability for any duplication of delivery that may occur

Exclusion of Liability

Except where provided otherwise in these conditions the company shall be under no liability of any kind however caused whether or not due to the negligence or wilful default of the company or its servants or agents arising out of or in connection with the goods or services.

The company shall not be liable for the loss or damage to software programs during repair or upgrade of any goods whether or not the same are under warranty.

The company accepts no responsibility for goods or services supplied that are not effective beyond December 31st 1999 unless stated by the company.

Construction and Use

The company shall not be responsible for adapting or modifying any goods to conform to statutory requirements not current at the time of acceptance of order.

Termination

The company shall be entitled by notice in writing to terminate any agreement with prejudice to any claim or right the company may otherwise make or exercise where: -

- a) The customer is in breach of any term, condition or provision of this agreement or required by law.
- b) The customer shall go into liquidation (except for the purpose of Reconstruction).

Jurisdiction

The agreement shall be governed by and in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement

Declaration

In acceptance of this Invoice I/we confirm acceptance of your standard Terms and Conditions of sale.