

Standard Terms and Conditions of Sale

- 1) **Delivery** Delivery times are stated in approximate working weeks. The equipment will be supplied within a reasonable time scale in line with production schedules at the time of order placement. Final delivery may vary during manufacture and will be advised accordingly.
- 2) **VAT** Prices quoted do not include for Value Added Tax, which will be charged at the rate applicable on invoicing of the goods.
- 3) **Prices** Unless otherwise stated, prices do not include packing or associated delivery costs.
- 4) **Validity** Prices are open for acceptance for 30 days from the quotation date unless otherwise withdrawn.
- 5) **General** Orders are only accepted on Hillstone Products Ltd. Standard Terms and Conditions of Sale. Terms and conditions in customers orders shall have no effect except where they confirm these terms and conditions. Placement of an order in line with our quotation implies acceptance of these terms and conditions and such acceptance shall be deemed to be confirmation by the customer of any consequential variation to terms and conditions in the customers order. Unless agreed in writing we will not accept penalty discounts, back to back delivery dates or claims for time of essence costs relating to deliveries.
- 6) **Payment**
 - i) **U.K. orders** For orders placed where no credit account or credit history is established with the customer, 50% payment is required with order by cheque or against pro-forma invoice and the remaining 50% payment will be due against pro-forma invoice, prior to delivery of the goods.
 - ii) **Overseas orders** All orders placed from outside the U.K. require 50% payment by TT bank transfer against pro-forma invoice, which will be issued on placement of order. The remaining 50% payment will be due by TT bank transfer against pro-forma invoice, prior to dispatch of the goods.
 - iii) **Currency** All payments in GBP (Great Britain Pounds) Sterling unless otherwise agreed.
 - iv) **Exchange rate** Where items are quoted in foreign currency, Hillstone Products reserves the right to adjust the invoice value in line with the exchange rate at the time of invoicing.
 - v) **Credit card payment** A surcharge of 2.5% will be added to all credit card transactions.
- 7) **Cancellation** Any cancellation of an order by a customer, in whole or in part will only be accepted in writing and constitutes acceptance by the customer to reimburse Hillstone Products Ltd. in full for all material and labour costs incurred up to the cancellation date, in respect of the order, including all profit and sales commission associated with the full order value, plus a 15% cancellation cost based on the original order value. Cancellation charges will be invoiced immediate the cancellation becomes effective for settlement within 7 days of the invoice date.
- 8) **Settlement** Where a credit account has been established all invoices other than cancellation charges, will be due for full settlement within 30 days of the invoice date. Failure to meet payment dates on any single invoice will result in all outstanding invoices being due for immediate settlement. We reserve the right to withhold deliveries, if any payment on the customer's account is over due. All goods remain the property of Hillstone Products Ltd. until payment is received in full. Any sums not paid on the due date, will be charged interest at a rate of 8% above the base rate, compounded and accrual on a daily basis from the date of the invoice to the date when the payment is received as well after as before judgement.
- 9) **Law** These terms and conditions and any contract undertaken shall be governed and constructed in accordance with the laws of England and be exclusively bound by jurisdiction of the English Courts.
- 10) **Warranty** Unless otherwise agreed in writing a standard warranty of 12 months, from date of dispatch from our works applies to all goods sold. Any faulty items will be replaced or repaired as deemed applicable by Hillstone Products Ltd. after testing on return to our works. All equipment must be installed and used in line with the appropriate Hillstone Products Operating and Maintenance Instructions applicable to the equipment. Failure to adhere to these Operating and Maintenance Instructions or incorrect or faulty use of any equipment shall automatically invalidate all warranties. Transportation and insurance costs for items returned under warranty are not included in the warranty cover and will be charged extra.
- 11) **Descriptions and specifications** Descriptions, specifications, weights and other particulars contained in literature, quotations or correspondence are as accurate as possible at the time of issue, however, in line with our policy of continual improvement, Hillstone Products Ltd. reserves the right to make detail changes to specification, design or components at the time of design or manufacture. Hillstone Products bears no responsibility for the accuracy of any data given in good faith or for the incorrect use by other parties of the equipment supplied.
- 12) **Intellectual Property:** All designs and software are the intellectual property of Hillstone Products Ltd.

