

Introduction

The following conditions apply to the sale, loan, hire, servicing or repair of goods supplied by Harrow Business Services/Half Moon Group, here in after called "the Company". These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to, nor exclusion of, any part of these conditions shall be applicable unless in writing by a partner of the Company.

Meanings

The word "buyer" shall include buyer, borrower, hirer, lessees, owner or any other person who is in charge of the goods. The word "goods" shall include stationery, including envelopes and paper, office supplies and equipment including spare parts and other items supplied, serviced, repaired, loaned or hired by "the Company".

Prices and Terms of Payment Charges

Goods or services supplied shall be paid in full on or before delivery or completion unless the Buyer has an account with the Company. Where the Buyer has an account, payment shall be made by the 20th of the month following month of the invoice. If payment is delayed, the Company reserves the right to charge interest on monies outstanding at the rate of 1 1/2% per month or part month. The Company may close the Buyer's account at any time at its discretion.

Collection of Account

In the event of an account being overdue the Buyer shall be responsible to indemnify the Company for costs incurred in collecting the amount including charges payable to debt collectors, solicitors etc on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts, the Buyer is responsible to pay the Company for any bank or other charges incurred on unpaid or returned cheques.

Deliveries

Any time named by the Company for delivery is an estimate only, and while every effort will be made to deliver on time, the Company will not be liable for the consequences of any delay. Claims for damage in transit or shortages shall be made in writing within 7 days of receipt of goods. Claims for non-delivery shall be made in writing within 30 days of despatch of goods.

Title

The property in the goods shall only pass to the Buyer, notwithstanding physical delivery, when payment for them is made in full by the Buyer. The risk in the goods shall pass to the Buyer when delivery is made. The seller reserves the right to repossess the goods to which it has title hereunder and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company's servants and agents to enter upon all or any of its premises with such transport as may be necessary during normal working hours. Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

Specification of Goods

Defects It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights and measurements are to be taken as a guide only and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as are reasonable or desirable.

Installation

Where assembly of the goods is not done by the Company, the party assembling the goods must follow the instructions supplied with the goods. Failure to do so will invalidate the Company's liability for damage.

Advice, Information and Opinion Advice

Information and opinion given by any partner, employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the use of the goods made by the Company either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.

Health and Safety

The Buyer undertakes for the purposes of the Health and Safety at Work Act, etc. 1974 that it will take all necessary steps to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the goods shall lie entirely with the Buyer.

Limit of Liability

The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer's complaint, when the goods are supplied to a territory outside the U.K. The liability of the Company shall not exceed in any event the liability which it would have incurred under the law. The Company shall not be liable for any consequential loss caused by its failure or delay in servicing, repairing or supplying goods or equipment whether the loss arises from the actions or omissions of the Company, its servants, agents or subcontractors.

Guarantees

Guarantees given shall not be applicable outside mainland U.K. unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods are subject to misuse or accident after the Buyer has taken delivery.

Exclusion

These Conditions of Sale shall not apply to the sale and erection of storage wall for which special Conditions of Sale are issued and apply.

Governing Law

Any contract between the Buyer and the Company shall be construed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.

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