



Harrington Generators International Limited
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HARRINGTON GENERATORS INTERNATIONAL LIMITED

CONDITIONS OF SALE

- 1. GENERAL** - The acceptance of our offer includes the acceptance of the following terms and conditions:-
- 2. VALIDITY** - Unless previously withdrawn, our tender is open for acceptance within the period stated therein or, when no period is so stated, within thirty days only after its date.
- 3. ACCEPTANCE** - The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after acceptance. Any samples submitted to you and not returned to our works within one month from date of receipt shall be paid for by you.
- 4. LIMITS OF CONTRACT** - Our tender includes only such goods, accessories and work as are specified therein.
- 5. DRAWINGS, ETC.** - All specifications, drawings and particulars of weights and dimensions submitted with our tender are approximate only, and the descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract.
- 6. INSPECTION AND TESTS** - Our products are carefully inspected and, where practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our tender or tests in the presence of you or your representative are required, these will be charged for.
- 7. PERFORMANCE** - We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them, subject to any tolerances specified or agreed to by us. You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose save in so far as your stipulations are in accordance with our advice.

8. **LIABILITY FOR DELAY** - If we fail to deliver the goods within the period specified in our tender you shall be entitled to liquidated damages at the rate of 0.25% of the contract price per week or part thereof that the goods are late subject to a maximum of 5% of the contract price. Our liability for such liquidated damages shall be in full satisfaction for our liability for delay.
9. **DELIVERY** - Unless otherwise specified in our tender, the price quoted excludes delivery. If we are required to deliver we may do so by any method of transport at our option. We shall not be responsible for offloading.
10. **LOSS OR DAMAGE IN TRANSIT** - When the price quoted includes delivery other than at our works, we will repair or at our option replace free of charge goods lost or damaged in transit; provided that we are given written notification of such loss or damage within such time as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit or, where delivery is made by our own transport, within a reasonable time after receipt of the Advice Note but in any event within 14 days of delivery.
11. **TERMS OF PAYMENT** - Unless otherwise agreed, payment in full shall be due for goods on notification by us that they are ready for despatch.
12. **STORAGE** - If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
13. **DEFECTS AFTER DELIVERY** - We will make good, by repair or the supply of a replacement, defects which, under proper use, appear in the goods within a period of twelve calendar months or one thousand hours (whichever is the soonest), after the goods have been delivered and arise solely from faulty design (other than a design made, furnished or specified by you for which we have disclaimed responsibility in writing), materials or workmanship: provided always that defective parts have been returned to us if we shall have so required. The repaired or new parts will be delivered by us free of charge as provided in Clause 11 (Delivery).

Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in Section 1 of the Unfair Contract Terms Act, 1977), damage or loss resulting from such defects or from any work done in connection therewith.

14. **FORCE MAJEURE** - If either party is prevented or delayed in the performance of its obligations under this contract by any act, omission or accident beyond its reasonable control (including default of suppliers or sub-contractors) ("force majeure") that party shall immediately serve written notice on the other party specifying the nature and extent of the circumstances giving rise to force majeure and, subject to service of that notice, shall have no liability in respect of the performance of such obligations as are prevented by force majeure PROVIDED THAT if the force majeure continues for 3 months either party may terminate this contract by notice in writing.
15. **LIMITATION ON OUR LIABILITY** – We will not be liable whether by way of indemnity or for breach of contract or in tort (including but not limited to negligence) for loss of contracts, loss of use, loss of profits or for any other economic loss. For all other losses (save for personal injury or death caused by our negligence, where no limit shall apply) our liability shall be limited to £1 million or the contract price, whichever is the lesser.
16. **ARBITRATION** - If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Chartered Institute of Arbitrators.
17. **LEGAL CONSTRUCTION** - Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English law.
18. **STATUTORY AND OTHER REGULATIONS** - If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of our obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.

January 2008
Harrington Generators International Ltd