



Terms and Conditions of Sale

General Provisions

1. These conditions apply to all orders and contracts for the supply of any goods by Hartman Outdoor Products UK Ltd ("the Company") to the Company's Customers ("the Customer") and no variation of these conditions is to have any affect unless accepted in writing by the Company.
2. These conditions and any contract made in accordance with them shall be subject to and construed in accordance with English Law.

Health and Safety

3. All goods of whatever description and whether subject to special requirements or to the Company's specification as to their use quality or fitness for any purpose are supplied on condition that the customer ensures that the directions and advice given by the Company in any booklet or brochures supplied to the Customer are strictly observed and that their contents be specifically drawn to the attention of all their Customers.

Delivery

4.
 - 1) In the case of damaged goods or shortage of delivery or non-conformity with order, written notice must be given by the Customer to the Company and where appropriate to the carrier concerned within three days, followed by a complete claim in writing within five days, both from the date of delivery.
 - 2) Where goods are accepted from the carrier concerned without being checked, the delivery document must be signed, "not examined".
 - 3) In the case of loss of goods notice in writing must be given to the carrier and to the Company within fourteen days of the date of consignment.
 - 4) In default of compliance with the foregoing provisions of this clause the customer shall not be entitled to refuse to take delivery of the goods or of any part of them.
5. Where the contract is for delivery in installments defect in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the contract.

Time For Delivery

6. Where a period is named for delivery and is not extended by mutual agreement in writing then subject to the right of the Company to suspend delay or cancel delivery the customer shall take delivery within that period.
7. The Company reserves the right to make part deliveries.
8. Although the Company will use it's best endeavors to deliver goods at the rate and at the time quoted for delivery, it shall not be liable for any loss or damage arising from it's failure to do so.



Liability and Indemnity

9. The Company shall not be liable to the Customer and the Customer shall indemnify the Company from and against all actions costs claims and demands of whatever nature made against the Company for any loss and damage including consequential loss or damage caused:
 - 1) By the failure of the Customer or it's employees to observe the directions and advice given by the Company in any booklet or brochures supplied to the Customer in relation to any goods supplied.
 - 2) By any defect arising out of the use or in the quality of any goods supplied or in such goods not being fit for any purpose unless such use quality or fitness for purpose was a special requirement in writing in the Customers order accepted by the Company or was indicated in the Company's specifications for goods of their description.
 - 3) By the failure of the goods supplied to accord with any recommendation of the Company made in good faith but not contained in the Company's specifications or any special requirement contained in the Customer's order.
 - 4) By any defect or deficiency in the goods where the failure of the customer to comply with the conditions for acceptance and delivery contained in clause 10 hereof has prevented a proper verification and proof of such defect or deficiency.
 - 5) As a result of work done in accordance with the Customers specification which involves the infringement of any letters Patent Registered Design Trade Mark or copyright in the execution of the contract or in the subsequent use of any goods supplied by the Company.

Passing of Risk.

10.
 - 1) In the case of orders for dispatch to destinations in the United Kingdom risk shall unless otherwise agreed in writing pass to the customer on delivery to the premises nominated by the customer ready for unloading.
 - 2) In the case of orders for dispatch to destinations overseas risk shall unless otherwise agreed in writing or implied by the form of contract pass to the customer at the time the contract is established.



Passing of Property.

11. 1) Property of the goods shall not pass to the customer and the full legal and beneficial ownership of the goods shall remain with the Company unless and until the Company has received payment in full both for the goods the subject of this Contract and for all other goods the subject of any other contract between the Customer and the Company which at the time of payment of the full price of the goods sold under this Contract have been delivered to the Customer but not paid in full.

2) Until property in the goods has been passed to the Customer in accordance with the preceding sub – clause and without prejudice to the Company's rights: -

a) The Customer shall insure the goods which are on or at the Customers premises or have been delivered elsewhere on the instructions of the Customer against fire and theft shall, if required to do so in writing by the Company, proved to the Company that such insurance has been effected.

b) The Customer shall if required to do so in writing by the Company keep the goods marked and apart from all other goods so as to distinguish and separate goods from other goods.

c) The Customer shall retain the goods in fiduciary capacity as bailee for the Company until such time as the goods are sold by the Customer of the Customer's purchasers by way of bona fide sale at full market value.

d) If the Customer sells the goods:

i. The Customer shall as between itself and it's purchasers so as principal and not as agents but as between the Company and the Customer the Customer shall be deemed to act as the agents of the Company.

ii. The Customer shall hold the proceeds of such sale.

iii. The Company shall be entitled to trace the proceeds of such sale in accordance with the principals in "Re-Hallett's Estate".

iv. The Customer shall (if required to do so in writing to the Company) transfer the proceeds of such sale into a joint bank account nominated by the Company in the names of the Company and the Customer.

e) The Company shall be entitled to immediate re-delivery of the goods and to re-sell the goods at any time after the due date for payment or before such date in the case of the occurrence of any of the events referred to in conditions 14 or 15 hereof and for the purchase of such recovery and/or resale of the goods the company shall be entitled and the Customer hereby grants to the Company it's officers, servants and agents a license to enter upon the premises of the Customer during normal business hours and to remove the goods (including severance from the reality when necessary).



3) Should the goods (or any of them) be mixed with other goods to be converted into a new or modified product, whether or not such mixture or conversion involves the addition of any other goods or thing whatsoever and in whatever proportion the mixture or conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full and legal + beneficial ownership of the new product and the rights and powers of the Company herein before set out shall extend to the new product.

4) The exercise by the Company and its rights against the Customer under this clause shall be without prejudice to any rights of the Company to claim against the Customer for additional losses suffered by the Company as a result of the Customer's breach of contract and this clause shall not prejudice or affect the right of the Company to claim from the Customer the price of the goods.

Price

12. 1) All goods are sold in accordance with the standard price list for the time being current and published by the Company and the Company, reserves the right to amend such price lists without notice from time to time.
- 2) All prices quoted are exclusive of and subject to the addition of V.A.T.

Terms of payment

13. 1) Unless otherwise stated on the Company's quotation or confirmation of order, payment shall be net cash due on or before the last day of the month following the month of delivery. The Company will be entitled to charge interest on overdue accounts at 5% above HSBC Bank PLC base lending rate for the time being in force calculated at monthly rates. The right of the company to charge interest on overdue accounts shall in no way prejudice its rights to recover any monies (including accrued interest) due to it by legal proceedings at such time as the Company thinks fit and the Company shall be in no obligation to allow accounts to remain outstanding on payment of interest thereon.
- 2) If the Customer cannot accept delivery when the goods are completed ready for delivery then the time when the goods are ready shall count as the delivery date and payment shall be made accordingly unless otherwise agreed in writing by the Company.
- 3) If before delivery is affected there arises reasonable grounds for the Company to believe that the Customer will not be able to fulfill its payment obligation the Company shall have the right to demand from the Customer security of payment. If security acceptable to the company is not offered within such reasonable period as may be specified by the Company the Company may terminate the contract without further liability on its part but the Customer shall be liable to the Company in respect of any losses (including loss of profit) incurred by the Company as a consequence of such determination.



Termination of Contract

14. If the Customer shall make a default in or commit a breach of the contract or of any of his obligations to the Company. Or if any distress or execution shall be levied upon the Customers property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited Company and any resolution or petition to wind up
15. such Company's business (other than for purpose of amalgamation of reconstruction) shall be passed or presented, or if a receiver of such Company undertaking property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to terminate any contract then subsisting. Upon written notice of such termination being posted to the Customer's registered office or (being an individual) his last known address in the United Kingdom, the contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

Specification

16.
 - 1) All special requirements of the Customer as to the use quality or fitness for any purpose of goods required to be supplied must be stated in writing on the Customer's order for such goods.
 - 2) If there are no special requirements stated in the Customer's order as to the use or the quality or the fitness for any purpose of goods required to be supplied then the order shall be deemed to be for goods appropriate for the use and the quality and fit for the purpose as are indicated for goods of their description as appear in the Company's specifications which are available for the customer at the Company's offices and shall be deemed to be goods supplied without reference to any sample.
 - 3) Any recommendations or suggestions relating to the goods made by or on behalf of the Company either in technical literature or in response to a specific enquiry or otherwise are given in good faith but it is the sole responsibility of the Customer to satisfy itself as to the suitability of the goods for a particular purpose and the Company shall have no responsibility whatsoever to the Customer for any damage liability costs claims or expenses suffered by the Customer or any third party through following such recommendations.
 - 4) The Company reserves the right to alter the specifications of any goods without prior reference to the Customer provided that such alteration does not reduce the standard of the previous specification or conflict with the special requirements in the Customers order.
 - 5) Where specifications are to be supplied by the Customer the customer shall supply the same in reasonable time to enable the Company to complete delivery within the period named.