

TERMS AND CONDITIONS OF SALE

for Service Hydraulics Ltd t/a Showan Hydraulics

1. GENERAL

- a. All quotations are made and all orders accepted subject to the following conditions. All conditions of the customer or other conditions whatsoever are excluded from the contract or any variation thereof, unless expressly accepted by the company in writing.
- b. Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the company within such period at any time without notice.
- c. An order intended for settlement by credit will not be accepted unless it is accompanied by the customer's signed purchase order.

2. PRICES

- a. All prices are quoted net ex works and are subject to fluctuation in the event of any increase in the cost of labour or increases in the cost of materials and overheads. Any increase in such costs during the period of production will be added to the quoted price.
- b. In the event of any alteration being required by the customer in the design specification or quantities the company shall be entitled to make an adjustment of the contract price corresponding to such alteration.
- c. The cost of carriage and packing if required by the customer shall unless otherwise stated be charged extra.

3. DELIVERY

- a. Time for delivery is given as accurately as possible but is not guaranteed. The customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- b. Date of delivery shall in every case be dependent upon receipt of final instructions or approvals being obtained from the customer.
- c. The company will endeavour to comply with reasonable requests by the customer for postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the company in writing the customer shall pay all costs and expenses including a reasonable charge for storage occasioned thereby.
- d. Times quoted for delivery refer only to the date of despatch from the company's works.

4. RISK: INSURANCE: TITLE

- a. Risk shall pass to the customer when the goods of the relevant part thereof leave the premises of the company for delivery to the customer notwithstanding that the company may arrange for delivery.
- b. Title in the goods shall pass to the customer when payment in full has been made under the contract.

5. CANCELLATION

Cancellation of an order will not normally be accepted by the company. However the company may at its discretion agree to cancellation on the strict condition that all costs and expenses incurred by the company up to the time of cancellation, and all loss of profits and other loss or damage resulting to the company by reason of such cancellation will be reimbursed by the customer to the company forthwith.

6. TERMS OF PAYMENT

- a. Non credit account holders may only purchase goods by:
 - (i) Bankers draft or cash
 - (ii) Access and visa credit/debit cards (with authorisation)
- b. All accounts shall be net monthly and due and payable by the customer not later than 30 days following the date of invoice.
- c. No disputes arising under the contract nor delays beyond the control of the company shall interfere with prompt payment by the customer.
- d. In the event of default in payment by the customer in accordance with the agreed terms the company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries without notice.

7. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

Any claim for shortages apparent on inspection will only be considered if:

- (i) the customer inspects the goods immediately on arrival at its premises and
- (ii) a written complaint is made to the company within seven days of receipt of the goods, and
- (iii) the company is given an opportunity to inspect the goods.

If a complaint is not made to the company as herein provided then the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to the contract and the customer shall be bound to pay for the same accordingly.

The company is in no way responsible for the delivery of the goods and is no way liable for claims for loss or damage in transit which must be made by the customer against the carrier in accordance with the carrier's conditions.

8. GUARANTEE

- a. Save as provided by condition 7 hereof the company agrees to replace or repair at its option goods or parts of goods manufactured by the company and proved to the company's satisfaction to be faulty (fair wear and tear of damage due to misuse or faulty operation excepted) provided that such fault be notified within a months from the date of dispatch from the company's works. Any such replacement shall include free delivery to customer works.
- b. This guarantee is given in the lieu of the implied conditions contained in sections 13, 14 and 15 of the sale of goods act 1893 and any other condition or warranty implied by trade custom or usage. The customer hereby acknowledges:
 - (i) that if purchased the goods in a competitive market and that the bargaining strength of the company was in no way a relevant factor in the purchase of the goods from the company.
 - (ii) that the customer purchased the goods in the course of business and not for private use, and
 - (iii) that the customer should know and understand the extent and meaning of the clauses and their limitations thereby imposed by it upon sections 13, 14 and 15 of the sale of goods act 1979.

9. LIABILITY

- a. The customer agree that apart from the express terms contained herein or in the quotation or in any document expressly stipulated therein to form part of the contract and to be outside the provisions of this clause no statement or representation has been made by the company relating to the goods supplied, or if any such statement or representations has been made the customer warrants that he understood it to be a statement of opinion only, and did not rely on it.
- b. No liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure or materials for parts thereof supplied by the company. Nothing in these terms shall limit or exclude liability for death or personal injury caused by negligence.
- c. The company's liability, whether in respect of one claim or in the aggregate, arising out of any contract shall not exceed the purchase price payable under the contract.

10. REGULATIONS

Where the components supplied are "Safety Critical" the liability of the company shall be limited to the standard of production required by the appropriate quality control procedure of the company which will be produced to the customer on request at the relevant time and no responsibility is accepted by the company for failure to comply with any regulations or any requirements of any government or other authority.

11. CONFIDENTIAL INFORMATION

All drawings documents and other information supplied by the company is supplied on the express understanding that the customer will not without the written consent of the company:

- (i) give away, loan, exhibit or sell any such drawings or extracts therefrom or copies thereof,
- (ii) use them in any way except in connection with the components for which they are issued.

12. CUSTOMER DRAWINGS

- a. The company accepts no responsibility for the accuracy of information or drawings supplied by the customer.
- b. The customer shall indemnify the company from and against all actions, claims, costs and proceedings which arise due to the manufacture of components to the drawings and specifications of the customer where such drawings and specifications shall be at fault or where it is alleged that they involve an infringement of a Patent Registered Design Copyright or Design copyright or other exclusive right.

13. DATA

Illustrations, weights, measures, specifications and performance schedules set out in the sale literature of the company are statements of opinion and are provided for information only and from no part of the contract.

14. SUBCONTRACTORS

The company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations hereunder.

15. FORCE MAJEURE

The company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God, government restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves the company's servants or not or any other act, matter of thing beyond the reasonable control of the company.

16. LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England.

17. INTEREST

Interest at 20% per annum shall be payable on all accounts not settled by the due date, subject to applicable law.

18. DATA PROTECTION AND PRIVACY

- a. In the course of fulfilling orders and providing goods or services, Service Hydraulics Ltd t/a Showan Hydraulics may collect and process personal data relating to the customer's personnel, such as names, job titles, business contact details, and delivery information.
- b. All personal data is processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The company acts as a data controller in respect of such data and will process it only for the purposes of contract performance, customer relationship management, and compliance with legal obligations.
- c. The company will implement appropriate technical and organisational measures to ensure the security of personal data and will not share it with third parties except where necessary for the fulfilment of the contract (e.g. couriers, payment processors) or where required by law.
- d. The customer confirms that it has the authority to provide such personal data to the company and shall ensure that relevant personnel are made aware of the company's privacy policy.
- e. Further details on how the company processes personal data can be found in its Privacy Policy, available upon request.