

# GENERAL TERMS AND CONDITIONS



## 1. General

All contracts entered into between HTS Spares Ltd (hereafter called the 'Seller') and any person, firm or company (hereafter called the 'Buyer') purchasing goods from the Seller shall be subject to the following terms and conditions, and the placing of an order by the Buyer shall be considered as acceptance of these conditions.

## 2. Prices

Due to fluctuations in costs, the Seller reserves the right to amend prices and terms without prior notice, although every effort will be made to maintain prices as stated. Goods will be invoiced at prices ruling at date of delivery. Prices are all exclusive of V.A.T. at the current rate unless expressly stated to be V.A.T. inclusive.

## 3. Descriptions

All descriptive specifications, drawings and particulars of performance and dimensions are approximate only and the descriptions and illustrations contained in the Seller's catalogue and price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

## 4. Discrepancies

Any discrepancy in either the goods or invoicing must be notified in writing within 7 days, otherwise we cannot accept liability.

## 5. Payment

Payment is due by the 28th of the month following invoice date for approved account holders only. The Seller reserves the right to charge interest on accounts outstanding beyond the time specified in this condition, the rate of interest being 1 1/2% per month until payment is received.

## 6. Directors Guarantee

The Directors of the contracting company/customer/client agree that they are jointly and severally liable for the cost of the goods and/or services ordered by the Buyer and any consequential losses arising therefrom including but not limited to damages and such Directors further jointly guarantee to pay any amounts deemed to be due to the Seller forthwith on demand personally.

## 7. Delivery

For goods supplied to mainland UK delivery is normally free of charge on orders over the carriage paid threshold. However where a supplier imposes a packaging or carriage charge on the Seller for the supply of goods to special order, this charge is passed on to the Buyer. The Seller reserves the right to charge for carriage/postage/package



etc. as appropriate for delivery outside the limit of his free delivery status, and for any order having a net goods value of less than eighty five pounds sterling. Unless otherwise instructed by the Buyer the balance of any part delivery will follow as soon as possible under separate invoice. For more information on delivery charges and areas we cover please see our Delivery Charges page.

**8. Returns**

Returned goods correctly supplied in accordance with the customer's order will be subject to a 15% handling charge. Goods ordered specially may not be returned for credit.

**9. Warranty**

Damaged/faulty goods or short deliveries must be notified to the Seller within three days of delivery and the goods and packaging material retained for inspection, otherwise no liability can be accepted. The Seller's liability in respect of faulty goods shall be limited to giving the Buyer the benefit of any guarantee given by the manufacturer of such goods.

In respect of work on machinery either repair or maintenance, the Seller's liability is limited to the putting right of any fault due to the work done by the Seller providing that such fault is brought to the Seller's attention within one month from the date of completion of the work.

Any fault reported but disputed shall be referred to an independent competent third party, agreeable to both parties, for assessment. No warranty shall apply where the work has been tampered with or damaged or subjected to excessive wear or abuse.

**10. Consequential Damage**

The Seller shall not in any way be liable or responsible for consequential loss, damages, claims or liabilities of any kind whatsoever and howsoever arising in respect of products supplied by the Seller.

**11. Title to Goods**

The property in the goods shall remain vested in the Seller and shall not pass to the Buyer until the Buyer has made payment in full of the purchase price. So long as the property in the goods remains vested in the Seller, the Seller shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Buyer. Notwithstanding the foregoing the goods are at the entire risk of the Buyer from the time at which delivery is made.

**12. Legal Construction**

These terms and conditions and all contracts to which they apply shall in all respects be governed and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

**13. WEEE (Waste Electrical Electronic Equipment) Regulation**

The obligation for disposal of WEEE sold to business is past onto the Buyer by the Seller. Guidance for recycling can be found in the WEEE Directive 2002/96/EC.



**14. Intellectual Property**

The seller owns certain intellectual property rights (including, without limitation, rights in registered trade names, unregistered trade names and marks, design rights and copyright in images)(together referred to as 'CONTENT') and such Content remains the Seller's property and may not be used and/or reproduced without licence.

**15. Web Basket Orders**

By completing and submitting a order request on the website (or proceeding through the 'checkout process') you are making an offer to purchase goods which, if accepted by us, will result in a binding contract. Neither submitting an electronic order form or completing the checkout process constitutes our acceptance of your order.

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