



## HEATHROW PRECISION

### TERMS AND CONDITIONS OF SALE

1. Heathrow Precision Engineering Ltd warrants that its products are thoroughly examined before despatch and agrees to make good any part that is undeniable proved to be defective due to faulty material or workmanship.

Liability under this warranty covers a period of twelve months on single shift working and applies to the repair or replacement of parts or materials of the original goods supplied, it does not extend to the labour cost involved in repainting or replacing the said goods.

Immediate notification of any defect must be given in writing and the part or goods, returned to Heathrow Precision Engineering Ltd, carriage paid, for examination and report. If the returned part, or parts, is proved faulty due to material, or workmanship, Heathrow Precision Engineering Ltd will replace the part, or parts free of charge.

2. The warranty made by Heathrow Precision Engineering Ltd detailed above, will be regarded as null and void if the machinery is operated by an unauthorised person, or persons. This also applies to any repairs effected by the Customer without the consent or knowledge of Heathrow Precision Engineering Ltd.

3. Heathrow Precision Engineering Ltd do not consider the particulars given in their drawings and photographs as binding and reserve the right to effect alterations to the disposition, shape, dimension, materials, weights etc. of the part, or parts, machine, or machines, quoted thereon.

4. Machine parts will conform to the specifications, shape, consistency and dimensions specified by Heathrow Precision Engineering Ltd.

5. All goods shall be delivered entirely at the Customer's risk whether, or not, carriage is paid as an additional cost, upon the happening of any one, or more, of the following events:

- a. The delivery of the goods to the Customer's specified premises using Heathrow Precision Engineering Ltd own transport facilities.
- b. The delivery of the goods to an independent carrier.
- c. The passing of the goods to the Customer's own transport where the Customer is effecting collection.

6. Deliveries are deemed to be made as soon as the components are complete at the works of Heathrow Precision Engineering Ltd.

7. The delivery dates, stated in our quotations and confirmations, are only approximate and are without exception to be understood as from the date of receipt of an official written order and depend upon the availability of materials and components. Any delays experienced by Heathrow Precision Engineering Ltd from their suppliers may have the effect of extending the original delivery promise made.

8. In any event, Heathrow Precision Engineering Ltd shall not be liable for any loss, damage or delay whatsoever arising from any cause whatsoever outside the control of Heathrow Precision Engineering Ltd including but without prejudice, to the generality of the foregoing words, fire, storm, tempest, lightning, frost, inclement weather, strike, lockout war hostilities, rebellion and civil unrest.

9. Delays in delivery cannot be accepted by Heathrow Precision Engineering Ltd as just reason for cancelling the order and no indemnity or penalty, can be imposed by the Customer for this reason, unless agreed at the time of negotiation of the contract.

10. The sum due under the contract and quoted for the manufacture of the machine, or components, or both, does not include for any additional costs imposed by customs duties, import, transit or export taxes, recording, legalising, stamp duties, fees and taxes of any kind. Unless otherwise agreed, and stated by Heathrow Precision Engineering Ltd in writing, these additional costs have to be borne by the Customer.



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11. Any additional costs arising from an increase in the above custom duties, import, transit or export taxes, or any kind must be borne by the Customer. The same condition applies for additional costs arising from modifications to the rate of exchange or export premium or compensation premium.
12. Where a contract is made on the basis of Carriage Paid to the Customer's Premises, the price quoted by Heathrow Precision Engineering Ltd includes the normal freight charges and where expressly stated, the transport insurance premium based on the rates prevailing at the time. Any increase brought about by partial revisions of fluctuations in the rate of exchange must be borne by the Customer.
13. Unless otherwise stated in writing, the goods will not be insured against special contingencies. The Customer must assume full responsibility of such special contingencies.
14. Payment for goods, machinery, tools or equipment made to a specification and contracted by the Customer under an official written Customer Order shall be made within 30 days from the end of the month following delivery.
15. The goods, machinery, tools or equipment made to a specification and contracted by the Customer under an official written Customer's Order shall remain the property of Heathrow Precision Engineering Ltd until the final payment has been made by the Customer and acknowledged by Heathrow Precision Engineering Ltd.
16. Unless otherwise stated, Heathrow Precision Engineering Ltd cannot be held to a quoted price if the quotation has been in the Customer's hands for more than 28 days. Quotations are subject to the conditions that after the 28 day period, the final price will be subject to revision and will depend upon the prices of materials and labour current at the time the official order is received.
17. Heathrow Precision Engineering Ltd cannot be held responsible for the spoilage of material interruption of production programmes or any lost time incurred during periods when the machine, or unit, is undergoing trials and production tests on the Customer's premises, or by late delivery.
18. Heathrow Precision Engineering Ltd accepts no responsibility whatsoever for damages or accidents incurred on the Customer's premises.
19. Heathrow Precision Engineering Ltd limit their liabilities to the guarantees specified in these term and conditions of sale. Any other claims arising from damages incurred directly, or indirectly in connection with the delivery date or the quality of deliveries made or from any other causes whatsoever are not accepted by Heathrow Precision Engineering Ltd.
20. If by reason of any rise or fall in the cost of materials, labour or transport, or by conforming to any Act of Parliament or to any order, regulations, or by-law made with statutory authority by Government Departments or by local or other authorities that shall be applicable to the works above or below such costs ruling at the date of the quotation, the costs to the Contractor of performing his obligations under the Contract shall be increased or reduced, the amount of such increase or reduction shall be added to or deducted from the Contract price as the case may be, provided that no account shall be taken of any amount by which any cost incurred by the Contractor has been increased by the default or negligence of the Contractor. Variations in the cost of materials and labour shall be calculated in accordance with the 'BEAMA' formulae.
21. Anytime concession, forbearance or indulgence to Customer's personal requests made by Heathrow Precision Engineering Ltd shall not in any way whatsoever affect, waive or prejudice Heathrow Precision Engineering Ltd strict rights under the Contract.
22. Any cancellation of an Order by the Purchaser must specifically provide for all costs incurred by the Vendor including Overhead Charges.
23. The Contract shall be deemed to be a Contract made in England and shall, in all respects, be governed by, and construed in accordance with English Law.