



Terms and Conditions of Sale (English)

The following General Conditions of Sale shall apply to all contracts for the sale of goods or services supplied by RÖDER HTS HÖCKER GmbH and shall prevail over any terms and conditions inconsistent with them whether appearing on the order placed with RÖDER HTS HÖCKER GmbH or otherwise.

- 1 **Acceptance** A quotation does not constitute an offer and may be withdrawn at any time prior to confirmation of an order by RÖDER HTS HÖCKER GmbH. All quotations are Commercial in Confidence. Prices quoted are based on present costs of materials and labour and are subject to adjustment to cover any variations which might take place prior to the date of despatch. Any quotation is also subject to the goods referred to being available for execution of the order. No clerical errors or omissions in quotations or acceptance of orders shall annul the sale, but shall be subject to subsequent correction by the Company and no compensation shall be allowed to the purchaser in respect thereof. Prices valid for 30 days from date of quotation.
- 2 **Illustration** RÖDER HTS HÖCKER GmbH will not be bound to sell goods that correspond with illustrations, leaflets, advertisements and drawings or other matter issued by or on its behalf. The Company's designs may be subject to alterations and the purchaser shall purchase on the understanding that such alterations may be made if RÖDER HTS HÖCKER GmbH deems such alterations to be necessary.
- 3 **Weights & Measures** All weights, measurements, capacities and power ratings etc. given in estimates, illustrations, leaflets, advertisements, drawings or other matter issued by or on behalf of RÖDER HTS HÖCKER GmbH are believed to be correct, but are not guaranteed and shall not be binding on RÖDER HTS HÖCKER GmbH insofar as it is fair and reasonable to vary such estimates, illustrations, leaflets, advertisements or drawings or other matter issued by or on behalf of RÖDER HTS HÖCKER GmbH.
- 4 **Delivery** The time given for delivery is an estimate only. It is given in good faith but not guaranteed and RÖDER HTS HÖCKER GmbH will not be bound by it. RÖDER HTS HÖCKER GmbH shall not be liable for the consequences of any delay in delivery. All deliveries will be ex-works including packaging unless otherwise stated. Where goods are carried and delivered by RÖDER HTS HÖCKER GmbH or any other carrier, the care, carriage and unloading thereof whether by the employees of RÖDER HTS HÖCKER GmbH or otherwise shall in all respects be at the purchaser's cost and risk unless special arrangements have been made to the contrary in writing and no compensation or damages will be paid by RÖDER HTS HÖCKER GmbH for loss, damage, delay, detention or mis-delivery whether caused by the act or default of RÖDER HTS HÖCKER GmbH or its employees or by accident or otherwise. The purchaser must notify the carrier and RÖDER HTS HÖCKER GmbH in writing within three working days of any damage to goods caused in transit or any irregularity in the carriage or delivery of the goods. In cases of non-delivery the carriers and RÖDER HTS HÖCKER GmbH must be advised in writing within fourteen days of the date of dispatch, which is indicated by RÖDER HTS HÖCKER GmbH relevant Acknowledgement of Order and Invoice. In the prosecution of any claims against the carriers in respect of damage, shortage or non-delivery, RÖDER HTS HÖCKER GmbH shall be the agent of the purchaser and the purchaser shall indemnify RÖDER HTS HÖCKER GmbH against all loss and expenses occasioned thereby RÖDER HTS HÖCKER GmbH advises that all goods packed in cases or cartons be opened and inspected for damage immediately. Delivery notes signed as 'un-examined' are not acceptable and notification of any damage or shortage is required as above.
- 5 **Payment** Customers not holding an approved credit account 100% prior to dispatch from sellers works. Approved account holders; unless otherwise agreed in writing payment is due within 30 days of the date of invoice. If any payment is not made on the due date RÖDER HTS HÖCKER GmbH reserves the right to withdraw credit terms. Should you exceed these terms without prior agreement, interest of 0.8% per month will be added. The purchaser shall not be entitled, whether by reason of any claim against RÖDER HTS HÖCKER GmbH or for any other reason whatsoever, under any circumstances to defer payment of any monies payable to RÖDER HTS HÖCKER GmbH as and when such monies become due and payable. V.A.T. payable at standard rate.
- 6 **Cancellation** No orders given to the Company can be cancelled without the consent of RÖDER HTS HÖCKER GmbH in writing having been obtained and it shall be an implied condition of such cancellation that the purchaser shall indemnify against all loss and expenses occasioned thereby.
7. **Defects** (a) The warranties as to quality and fitness, skill and care implied by the Sale of Goods Act 1979 and/or Supply of Goods & Services Act 1982 apply hereto but the purchaser must satisfy himself as to the suitability of the goods to be supplied and/or the services to be performed by RÖDER HTS HÖCKER for any purpose to which he wishes to put the goods. The warranty periods applicable to particular goods are as laid down from time to time in RÖDER HTS HÖCKER GmbH's warranty circulars or as otherwise notified to the purchaser. All warranty periods commence with the date of commissioning.
(b) The aforementioned warranty in (a) above does not apply to defects in RÖDER HTS HÖCKER GmbH goods or damage to goods caused by
 - (i) The misuse, operation beyond the limits of rated capacity, or neglect or default in the use of application of the goods (other than by RÖDER HTS HÖCKER GmbH or
 - (ii) Fair wear and tear or

- (iii) The use of spares or spare parts not supplied by RÖDER HTS HÖCKER GmbH except to the extent that RÖDER HTS HÖCKER GmbH has recommended the use of such spares or spare parts or
- (iv) Faulty workmanship or negligence on the part of any person (other than RÖDER HTS HÖCKER GmbH) or
- (v) Any accident, misuse or neglect attributable to any person, firm or corporation (other than RÖDER HTS HÖCKER GmbH)
- (c) Except as mentioned above in (a) above no condition warranty, collateral warranty or representation as to the goods of their quality, design, specification, performance or fitness for a particular purpose is given or shall be implied into the contract for the sale of goods by the law and RÖDER HTS HÖCKER GmbH shall not be liable whether in contract, tort or otherwise for any loss, damage, expense or injury (except personal injury or death) whether to person or property howsoever caused and whether direct or consequential suffered by the purchaser, its employees, agents or any other third party arising out of the contract for the sale of the goods or the goods supplied.
8. **Returns** The return of goods supplied against a firm order will be the subject of handling and re-stocking charges, plus any incurred carriage charges.
9. **Reservation of Title** (a) Until such time as full payment is received by RÖDER HTS HÖCKER GmbH for the goods supplied by RÖDER HTS HÖCKER GmbH to the purchaser under a contract for the sale of goods or services, the goods shall remain the property of RÖDER HTS HÖCKER GmbH and the purchaser shall hold the goods as bailee for RÖDER HTS HÖCKER GmbH and shall store the goods separately from any other goods supplied by RÖDER HTS HÖCKER GmbH and in such a way that it is clear that they are the property of RÖDER HTS HÖCKER GmbH.
- (b) Until such time as full payment is received by RÖDER HTS HÖCKER GmbH for all goods and services supplied by RÖDER HTS HÖCKER GmbH pursuant to all contracts in force between RÖDER HTS HÖCKER GmbH and the purchaser and the purchaser has paid in full any other monies owing to RÖDER HTS HÖCKER GmbH on any account, all goods supplied by RÖDER HTS HÖCKER GmbH to the purchaser at any time shall remain the property of RÖDER HTS HÖCKER GmbH and the purchaser shall hold such goods as bailee for RÖDER HTS HÖCKER GmbH and shall store all goods separately from any other goods supplied by RÖDER HTS HÖCKER GmbH and in such a way that it is clear that they are the property of RÖDER HTS HÖCKER GmbH.
- (c) The purchaser's right to the possession of the goods referred to in sub-clause (a) above shall cease if:
- i. it is in default of payment of the invoice in respect of those goods or any other goods for 60 days following the due date;
 - ii. it suspends, or threatens to suspend, payment of its debts or is unable, unwilling or admits inability to pay its debts as they fall due; or
 - iii. it commences negotiations with any of its creditors, makes a proposal for or enters into any composition, compromise or arrangement with one or more of its creditors, with a view to rescheduling any of its debts; or
 - iv. any of the following events occurs in relation to the purchaser:
 - (a) a moratorium of any indebtedness, winding-up, dissolution, suspension of payments, administration, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), petition for bankruptcy, composition, compromise, assignment or arrangement with any creditor;
 - (b) any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of the purchaser or any of its assets;
 - (c) any event occurs in relation to the purchaser that is analogous to those listed in this clause, and RÖDER HTS HÖCKER GmbH may at that time (without prejudice to its other rights and remedies) terminate the purchaser's right to sell such goods and recover or recall all or any such goods in the purchaser's possession or under the purchaser's control.
 - (d) The purchaser's right to the possession of the goods referred to in sub-clause (b) above shall cease if it is subject to any of the events described in sub-clause (c) above and RÖDER HTS HÖCKER GmbH may at that time (without prejudice to its other rights and remedies) terminate the purchaser's right to sell such goods and recover or recall all or any of its goods in the purchaser's possession or under the purchaser's control.
 - (e) RÖDER HTS HÖCKER GmbH, its employees or agents is hereby irrevocably authorised to enter upon the purchaser's premises at any time to inspect the goods and, where the purchaser's right to possession has terminated, to recover the goods such authorisation to include without limitation the recovery of any such goods which are affixed to the purchaser's property and the taking of any action which is reasonably necessary to recover such goods.
10. **Risk** The goods are at the risk of the purchaser from the time of delivery. The purchaser shall maintain the goods in satisfactory condition and keep them insured on RÖDER HTS HÖCKER GmbH's behalf for their full price against all risks to the reasonable satisfaction of RÖDER HTS HÖCKER GmbH. On request the purchaser shall produce the policy of insurance to RÖDER HTS HÖCKER GmbH.
11. **Severance** If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and conditions and the remainder of such provision shall continue in full force and effect.