

General Terms and Conditions of H&R Springs UK LP

GERNEAL TERMS AND CONDITIONS OF H&R SPRINGS UK LP – Amended Version

H&R Springs UK LP

6 Lakeside Court, Maple Drive, Hinckley, LE10 3BH

1. Validity

(1.1) All deliveries, services and offers shall be made exclusively on the basis of these General Terms and Conditions. These shall be an integral part of all contracts entered into by H&R with its customers for the products and services offered by H&R. They shall also apply to all future deliveries, services and offers even if they are not agreed upon separately once again.

(1.2) The customer's conditions of purchase/terms and conditions that deviate from the "General Terms and Conditions" are hereby explicitly rejected. Even if H&R makes any reference to a letter that includes or refers to the customer's conditions of purchase/terms and conditions this shall not constitute a consent to the validity of those terms and conditions.

(1.3) Customer means a person acting for purposes relating to that person's trade, business, craft or profession and not as a consumer.

2. Offer and Conclusion of Contract

(2.1) The offers of H&R shall be subject to change and non-binding. This shall also apply if catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards, other product descriptions or documents) - also in electronic form - have been provided to the customer by H&R to which H&R reserves the property rights and copyrights.

(2.2) The legal relationship between H&R and its customer shall be exclusively governed by the purchase contract concluded in writing or in text form, including these General Terms and Conditions. Orders and/or contracts may be accepted by H&R within 7 days of receipt. The acceptance of the contract must be in writing and/or in text form for the order confirmation by H&R to be legally valid. This also applies to all ancillary agreements made directly or by the representative. Oral commitments by H&R prior to the conclusion of the contract are not legally binding, and oral agreements between the contracting parties shall be replaced by the written contract. Legal form requirements shall remain unaffected.

(2.3) Supplements and amendments to the agreement must be in writing/text form to be effective.

(2.4) Insofar as the customer orders the goods electronically, the contract text will be stored by us and sent to the customer by email on request, along with the present General Terms and Conditions.

3. Prices

The prices apply to the scope of services and delivery specified in the order confirmation. Additional or special services shall be charged separately. Prices quoted in the United Kingdom are stated in GBP on an EXW basis, exclusive of statutory value-added tax but inclusive of standard packaging costs. Shipping costs, customs duties, and, where applicable, fees and other public charges for export deliveries shall be borne by the buyer and added to the prices.

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4. Delivery and Risk

(4.1) Unless otherwise agreed in writing, delivery of the goods shall be made EXW (Incoterms: 2020) at H&R's premises.

(4.2) Risk in the goods shall pass to the Customer in accordance with the applicable Incoterm.

(4.3) If the Customer requests that the goods be delivered to another location, H&R may arrange carriage at the Customer's cost, but this shall not affect the transfer of risk under clause 4.2.

(4.4) If delivery is delayed due to any act or omission of the Customer, risk in the goods shall pass to the Customer on the date when H&R notifies the Customer that the goods are ready for dispatch.

(4.5) Delivery shall be deemed to have taken place if the Customer fails to take delivery when the goods are made available.

5. Description of Goods

(5.1) Any descriptions, specifications, drawings, illustrations, weights, dimensions or other details contained in catalogues, brochures or other documents issued by H&R are intended to give a general indication of the goods only and shall not form part of the contract nor have any contractual force.

(5.2) Whilst H&R makes reasonable efforts to ensure such information is accurate, it does not warrant that it is complete or error-free.

6. Payment

(6.1) Our invoices are payable within 30 days of the invoice date in full and in cleared funds, without set-off or deduction.

(6.2) If the Customer fails to make any payment due by the due date, H&R shall be entitled to claim:

(a) statutory interest at the rate of 8% per annum above the Bank of England base rate from time to time from the due date until payment is made;

(b) fixed compensation for debt recovery costs in accordance with Section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 as follows: £40 for debts up to £999.99; £70 for debts from £1,000 to £9,999.99; and £100 for debts of £10,000 or more; and

(c) reasonable costs of recovering the debt incurred in accordance with Section 5A(3) of the said Act.

(6.3) H&R reserves the right to refuse payment by cheque or similar instruments. Where accepted, such methods shall only be treated as payment once cleared.

(6.4) H&R may apply any payment received from the Customer to any invoice or account as it sees fit.

7. Retention of Title

(7.1) Title to the goods shall not pass to the Customer until H&R has received payment in full (in cleared funds) for the goods and all other sums due to H&R from the Customer on any account.

(7.2) Until title to the goods has passed, the Customer shall:

(a) Store the goods separately and clearly identify them as the property of H&R.

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(b) Not remove, deface or obscure any identifying mark on the goods; and

(c) Maintain the goods in satisfactory condition and keep them insured for their full value.

(7.3) The Customer may resell the goods in the ordinary course of business before title to the goods has passed, but shall do so as principal and not as agent of H&R.

(7.4) If the Customer resells the goods before title has passed, the Customer shall assign to H&R all rights and claims arising from such resale to the extent of any sums owed to H&R. H&R may at any time require the Customer to notify its customer of such assignment. The Customer shall hold any proceeds of sale on trust for H&R to the extent of any sums owed.

(7.5) If the goods are processed, mixed or combined with other goods before title has passed, H&R shall, to the maximum extent permitted by applicable law, retain title to any identifiable part of the resulting product. If no separate identification is possible, H&R shall have a security interest in the resulting product to the extent of the value of the goods supplied by H&R.

(7.6) If the Customer fails to pay any amount due, or becomes subject to any insolvency event, H&R shall be entitled to:

(a) require the Customer to deliver up all goods in its possession to which title has not passed, including any goods supplied under this or any other contract between the parties; and

(b) Enter any premises of the Customer or any third party where the goods are stored in order to recover them.

8. Delivery Dates and Delay

(8.1) Any delivery dates or periods are estimates only and time for delivery shall not be of the essence unless expressly agreed in writing.

(8.2) If H&R fails to deliver the goods, the Customer shall be entitled to require H&R to deliver the goods within a reasonable additional period. If H&R fails to do so within that period, the Customer may terminate the contract in respect of the goods, which have not been delivered.

(8.3) H&R shall not be liable for any delay in delivery that is caused by events outside its reasonable control or by the Customer's failure to provide adequate delivery instructions or other relevant information.

(8.4) H&R's liability for any failure to deliver the goods shall be limited in accordance with clause 11.

9. Refusal of Performance, Reservation of the Right of Withdrawal

In the event of a considerable deterioration of the customer's financial situation which occurs after conclusion of the contract or of which we only then become aware on the basis of specific information customary in the trade, we will be entitled to refuse performance and to demand that the customer remedy any risk to the purpose of the contract by providing sufficient security. If the customer does not comply with the demand for the provision of security within a reasonable deadline, we will be entitled to withdraw from the contract.

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10. Warranty

(10.1) Subject to clause 11, H&R warrants that the goods shall be free from material defects for a period of one year from delivery date.

(10.2) In the event of any material defects in the goods, H&R shall initially be entitled and obliged to remediate the defect or to make a replacement delivery within a reasonable deadline at H&R's discretion.

(10.3)

(a) The Customer shall inspect the goods promptly upon delivery and notify H&R in writing of any obvious defects within fourteen (14) days of delivery.

(b) Defects which are not recognisable upon reasonable inspection shall be notified in writing promptly upon discovery and in any event within twelve (12) months of delivery.

(c) The notification shall describe the defect in reasonable detail and allow H&R to verify the claim.

(d) If the Customer fails to comply with the above notification requirements, H&R's liability for the defect not reported in time shall be excluded, except where the Customer proves that the defect could not reasonably have been discovered within the applicable time limit.

(e) The Customer shall bear the burden of proving the existence of a defect and, where disputed, the date of its discovery; provided that the Customer's statutory rights as a business purchaser under the Sale of Goods Act 1979 (as amended) are not excluded.

(10.4) The warranty shall lapse if the customer alters the goods or has them altered by a third party without the consent of H&R and if this makes it impossible or unreasonably difficult to remedy the defect. In any event, the customer shall bear the additional costs of remedying the defect arising from the alteration.

(10.5) Subjective dissatisfaction with the goods that does not relate to a material deviation from the agreed or reasonable quality standards shall not constitute a defect and shall not entitle the customer to enforce warranty rights.

11. Exclusion of Liability

(11.1) Nothing in these Terms shall limit or exclude H&R's liability for:

(a) Death or personal injury caused by its negligence;

(b) Fraud or fraudulent misrepresentation; or

(c) Any matter in respect of which it would be unlawful to exclude or restrict liability.

(11.2) Subject to clause 11.1, H&R shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of anticipated savings, or any indirect or consequential loss.

(11.3) Subject to clause 11.1, H&R's total liability arising out of or in connection with the contract shall be limited to the total price paid by the Customer for the goods giving rise to the claim.

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(11.4) **Insurable Risks:** The parties acknowledge that the liability limitations in this clause 11 are intended to reflect the insurable risks and that the price reflects such allocation of risk. H&R confirms that it maintains appropriate product liability insurance cover.

12. Final Provisions

(12.1) These Terms shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

(12.2) If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted to the minimum extent necessary, and the validity and enforceability of the remaining provisions shall not be affected.

13. Interpretation

(13.1) In these Terms:

- (a) "writing" or "written" includes email and other electronic forms of communication;
- (b) "working days" means any day other than a Saturday, Sunday or public holiday in England;
- (c) a reference to "H&R", "we", "us" or "our" means H&R Springs UK LP;
- (d) a reference to the "Customer" or "you" means the person or entity purchasing goods from H&R.

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All dimensions mentioned are approximate. We explicitly reserve the right to make amendments for the purpose of technical progress, provided that the amendments are reasonable for the customer, considering the interests of H&R. With the publication of this catalogue, all other catalogues lose their validity.

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