



Woodland Close Torquay
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1. Contract

1.1. The Addressee of this quotation (hereinafter called "the Buyer") does not enter into this agreement with Hymid Multi-Shot Ltd (hereinafter called "the Seller") for the purchase of these items (hereinafter called "the Goods") in reliance upon any written / oral or implied representation or any collateral / agreement or after receiving inducement to enter into such agreement or to agree with any term hereof.

1.2. Any order placed and / or based on this quotation includes and shall be deemed to include all the terms and conditions set out in this document and, in the event of any such order containing any term or conditions inconsistent herewith, then these terms and conditions shall prevail and such inconsistent terms and conditions shall be disregarded and of no effect in construing such order and any contract following thereupon, which contract shall include the terms and conditions set out on this document.

1.3. This quotation, unless previously withdrawn remains open for 60 days from the date hereof.

2. Orders and Specifications

2.1. Where the goods are manufactured to designs / specifications submitted by the Buyer, the Seller shall be under no liability for the correct functioning of the goods.

2.2. If it should come to the notice of the Seller that any work done or any Goods to be supplied under this contract infringe or are alleged to infringe any patent, registered design, copyright or other right in the manufacture of the Goods, then the Seller shall have the right to cease the manufacture of these Goods or to be bound by this contract and shall retain the title of the Goods as have been manufactured and the Buyer shall indemnify the Seller against all claims made by any person against the Seller for such infringement or for royalties, and against all costs, expenses or other payments arising there from and shall pay the Seller the value of the work done and the costs of materials used in the manufacture of the Goods prior to the cessation of manufacture.

3. Variations

3.1. The Buyer's order must be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith. In the event that such information differs from that on which the quotation is based and involves the alteration of this quotation, the Seller may increase the price quoted herein to cover any increase in cost that the alteration may incur and amend the delivery accordingly.

3.2. If after the Seller has accepted an order, the Buyer requires any alteration in the Goods quoted for, the cost of any such alterations shall be paid by the Buyer to the Seller.

4. Cancellation

4.1. Orders accepted by the Seller cannot be cancelled by the Buyer except upon terms which indemnify the Seller against any actual or anticipated loss.

5. Delay

5.1. The Seller shall not be liable to the Buyer for any delay in the performance of this contract caused by or resulting from any strike, lockout, breakdown, war, fire, accident, shortage of material / fuel or any other cause whatsoever outside the control of the Seller. The Seller shall be entitled to terminate the contract forthwith without liability to the Buyer:-

a. If the dates of delivery shall be extended by these terms and conditions b. The dates of delivery be delayed under circumstances set out above

6. Delivery

6.1. Delivery dates are given in good faith at the time of quotation is submitted but are not guaranteed by the Seller and are not of the essence of any agreement based hereon.

6.2. Time of delivery dates from the acceptance of order shall be extended in the event of the delivery of technical information, drawings, specifications or models / samples by the Buyer and in the event of any alteration in the Goods quoted for being required by the Buyer.

6.3. Each delivery shall be considered a separate transaction and any failure to effect one delivery shall not affect the due performance of this agreement as regards other deliveries

6.4. Where the quotation includes delivery:-

a. Any claims for non-delivery must be in writing to both the carriers and the Seller within ten days of advice note or within such period as may be specified by the carrier, whichever is the shorter. b. Any claims in respect of Goods damaged in transit or shortages in delivery must be made to both the carrier and the Seller within three days of delivery.

If the Buyer fails to comply with any of the requirements of this paragraph or to do all things necessary to protect and further any claim which the Seller may have against the carrier or does anything which adversely affects or invalidates such claim, then the Seller shall in no way be liable to the Buyer for any non-delivery, damage in transit or shortages of delivery.

7. Risk and Property

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time when the Goods are delivered

7.2. Notwithstanding delivery of the Goods, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other Goods agreed to be sold by the Buyer for which payment is then due.

7.3. Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4. Until property in the Goods passes to the Buyer (and provided the products are still in existence and have not been resold) the Seller shall be entitled to at any time to require the Buyer to deliver up the Goods the Seller and if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5. The Buyer shall not pledge or in any other way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so, all monies owing by the Buyer to the Seller (without prejudice to any other rights of the Seller) will forthwith



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become due and payable.

8. Liability

8.1. In the event of any Goods supplied by the Seller being defective by reason of faulty materials, or workmanship or being alleged to be other than as agreed to be sold, the Seller will replace such Goods within a reasonable time provided the Seller is given written notice thereof by the Buyer within 30 days of receipt of such goods by or on behalf of the Buyer and it is expressly agreed between the Seller and the Buyer that it is practical for the Buyer fully to examine, sample, test and evaluate the Goods and to give notice within 10 days of such receipt. The Seller shall in no circumstance be liable for the cost of any such examination, sampling, testing, or evaluation, whatever the result thereof.

8.2. If Goods supplied by the Seller are altered, adapted or repaired by any person other than one authorised by the Seller in writing and otherwise than as authorised by the Seller in writing, all liability of the seller to the Buyer under this agreement for such repair or otherwise shall cease.

8.3. Save in accordance with the express terms of these conditions all implied warranties, conditions or terms of relating to fitness for purpose, quality or condition of the Goods and whether implied by the statute or common law or otherwise are excluded to the fullest extent permitted by the law.

8.4. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term of any duty at common law or under the express terms of the contract for any consequential loss or damage whether for loss of profit or otherwise costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees, agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these conditions.

8.5. The Seller shall not in any event be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay was due to any cause beyond the Seller's reasonable control and the Seller shall be entitled to determine the contract in such circumstances and to be discharged from all liabilities whatsoever to the Buyer.

8.6. Except in respect of death or personal injury caused by the Seller's negligence, the Seller's liability of the Buyer in relation to any contract whether for any breach of contract or otherwise shall not in any event exceed the price of the contract.

9. Title of Goods

9.1. Property of and title to the Goods are not passed to the Buyer until those Goods shall have been paid in full; the risk of the Goods to the Buyer or its carrier. If the Buyer shall in respect of any Goods fail to pay the price therefore in full on the due date thereof, the Buyer shall store the Goods separately from others of the Buyer's at the Buyer's premises and identify that place to the Seller and the Seller shall (without prejudice to any other remedy it may have) be entitled to demand their immediate return and the Buyer shall forthwith return the same. If the Buyer shall sell any of the Goods or shall use or incorporate them with any product which it shall sell or shall otherwise deal with, alter or treat and then sell before in each case the same shall have been paid for in full then although as between the Buyer and its Customer the Buyer shall act and sell or otherwise deal as principle and the property in and the title of the Goods may pass to the Customer as between the Buyer and the Seller the Buyer shall sell or otherwise deal with the Goods as trustee for the seller and shall hold the proceeds of the sale therefore or such proportion thereof as represent s the seller's unpaid price for such Goods as trustee upon trust for the Seller to whom such proceeds or due proportion shall belong and shall pay such proceeds into a separate bank account in the name of the Seller.

10. Insolvency of Buyer

10.1. If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Goods or if the Buyer offers to make any arrangements with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debt as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if the receiver, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights it may have, suspend all future deliveries of Goods to the Buyer and / or terminate the contract without liability upon its part and / or exercise its right pursuant to clause 7.

11. Construction

11.1. This contract shall be construed, operate and be enforced in all respects as a contract made in England in accordance with the laws of England and the Buyer shall submit to the jurisdiction of the appropriate English court.