

SALE AGREEMENT for the Supply of a HADRON H2 Dinghy

NAME OF SUPPLIER:

Hadron Dinghies Ltd.. Company number 9720479. VAT number 252451131

BUSINESS ADDRESS OF SUPPLIER:

Hadron Dinghies Ltd
7 Ramsey Road
Hadleigh
IPSWICH
Suffolk
IP7 6AN

REGISTERED COMPANY ADDRESS OF SUPPLIER:

7 Ramsey Road, Hadleigh, IPSWICH, IP7 6AN

PHONE AND EMAIL ADDRESS OF SUPPLIER

Phone: 01473 823587
Email: sales@hadrondinghy.com

NAME OF CUSTOMER:

ADDRESS OF CUSTOMER:

DESCRIPTION OF GOODS:

One Hadron H2 dinghy to standard specification and layout, including sail by HD Sails, mouldings by WhiteFormula UK, carbon spars by Super Spars, fittings by Allen Brothers. **Standard price (as at 1.1.18): £9895.**

Additions/changes to standard specification as described and priced below.

Sail number:

Hull Identification Number (HIN): GB-HDLnnnnnxyzz

Hull colour:

Cockpit:

Deck colour:

Additions or Changes to Standard Specification:

Accessories:

DESCRIPTION AND SCOPE OF SERVICES:

Delivery* can be arranged at a charge of 49p per mile (return journey).
Long journeys may require a chargeable overnight stay.

* These goods and services will be supplied by Callaghan Design.

LOCATION WHERE GOODS AND SERVICES ARE TO BE RENDERED:

Hadron Dinghies Ltd
Parkers Nurseries
2 Frinton Road
Thorpe-le-Soken
CLACTON
CO16 0HS

TOTAL ex works PRICE: £..... including VAT.

PAYMENT SCHEDULE:

A deposit of £4500 shall be due with confirmation of order.

The balance is due on or before receipt of the goods.

Payments to be made by bank transfer to the account of Hadron Dinghies Ltd

Bank: HSBC

Sort Code: 40-25-31

Account no. 22363267

The goods and services supplied by Callaghan Design will be invoiced separately and payable to the account specified on that invoice.

TIMETABLE:

Generally 6-10 weeks from date of order.

ADDITIONAL/SPECIAL TERMS:

None

TERMS AND CONDITIONS
FOR SUPPLY OF GOODS & SERVICES
OF
HADRON DINGHIES Ltd

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.2 "Customer" means any person who purchases Goods and/or Services from the Supplier;

1.3 "Goods" means the articles specified in the Proposal;

1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;

1.5 "Services" means the services specified in the Proposal;

1.6 "Supplier" means Hadron Dinghies Ltd of 7 Ramsey Road, Hadleigh, Ipswich, IP7 6AN.

1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 60 days.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.

3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.

4.2 Payment of the price shall be in the manner specified in the Proposal.

4.3 If the Customer fails to make any payment within 14 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1% per month or part of month on the outstanding amounts.

5 DELIVERY

5.1 The date of delivery of the Goods and Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods and Services will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.

5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.3 All risk in the Goods shall pass to the Customer when they are in the physical possession of the Customer.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 SUPPLIER'S OBLIGATIONS

8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

9 WARRANTY

9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 21 days of delivery and the Customer shall be entitled to replacement Goods or a full refund.

9.2 The Supplier warrants to the Customer that the Goods will be free from defects in materials and workmanship for a period of twelve months from the date of delivery to the Customer (the "warranty period"). Provided the Customer makes a full inspection of the Goods immediately upon receipt and thereafter gives the Supplier written notice containing full particulars of any defects it discovers and the circumstances in which such defects occurred, the Supplier shall, at its sole option, either repair, replace or give credit for price of any such Goods which its examination confirms are defective in material or in workmanship within the warranty period provided that the Customer has adhered to the payment provisions herein and further provided that:

a). The Customer returns the defective Goods to the Supplier or its authorised service depot (as directed by the Supplier) and pays all transportation charges, duties and taxes associated with the repair, replacement and return of the Goods to the Customer, or:

b). If, at the Supplier's option, the Supplier arranges for a technician to visit the Customer's location to repair or replace the defective Goods, the Customer pays all transportation charges for the technician and his equipment, including any applicable duties and taxes, accommodation and living expenses and normal charges for the technician's time while travelling and for delays beyond the Supplier's control (save that the Customer shall not be liable for any charge in respect of the technician's time on site actually engaged in carrying out the repair or replacement of such defective Goods).

9.3 The repair or replacement of defective Goods during the warranty period in accordance with clause 9.2 shall not extend the period of the warranty of such Goods.

9.4 The provisions of clause 9.2 do not extend to any Goods which have been subjected to misuse, accident or improper installation, maintenance, application or operation nor do they extend to Goods which have been repaired or altered other than by the agents or employees of the Supplier unless previously authorised in writing by the Supplier.

9.5 The warranty contained in clause 9 is expressly accepted by the Customer in lieu of any and all other terms, warranties conditions or liabilities whether express or implied, in fact or in law, relating to the state, quality description, capacity, design, construction, operation, use or performance of the Goods or to the merchantability, repair, or fitness for a particular purpose of the Goods or otherwise. No agreement

varying or extending the same will be binding upon the Supplier unless in writing signed by a director of the Supplier.

10 CANCELLATION OF ORDER

10.1 The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full.

10.2 If the Customer fails to cancel the order within the time specified in Clause 10.1 any deposit paid may not be returnable.

11 LIMITATION OF LIABILITY

11.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

11.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

12 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.