

Hamilton Ross Group Ltd Conditions Of Sale (Pre 08.05.26)

1. Definitions

In these Conditions unless the context otherwise requires:

- **Seller** means Hamilton Ross Group Ltd whose registered office is at 171 St Leonard Street, Lanark ML11 7DZ.
- **Purchaser** means the individual, company, institution or other party who accepts a quotation by the Seller to supply the Goods or the Services or whose order for the Goods or Services is accepted by the Seller.
- **Goods** means the Goods which the Seller agrees to supply in accordance with the Contract.
- **Services** mean the mechanical, engineering and other services (if any) to be provided by the Seller in terms of the Contract and whether in conjunction with the supply of the Goods or otherwise.
- **Contract** means the Contract for the supply and purchase of the Goods and/or the provision of the Services on the basis of these Conditions howsoever constituted.
- **Conditions** mean these terms and conditions and shall include any special and/or additional provisions that such extraneous terms are signed off by a named party and terms agreed in writing between the Seller and the Purchaser. In the event of ambiguity between these terms and any such special/additional terms, the special/additional terms shall prevail.

Headings are for convenience only and shall not affect interpretation.

2. Contract Terms

2.1 Any quotation made by the Seller or order accepted by the Seller is made/accepted subject to these Conditions, which shall prevail over any other conditions contained or referred to in the Purchaser's order, notwithstanding anything to the contrary. These Conditions shall govern the Contract to the complete exclusion of all other terms and conditions (save as provided herein).

3. Prices

3.1 All quotations are based on prevailing costs at the time of quotation. The Seller reserves the right prior to delivery to increase the price to reflect increases in materials, labour, transport, or other costs affecting pricing.

3.2 Prices are exclusive of VAT, which shall be charged in addition in accordance with applicable regulations.

4. Payment

4.1 The Seller reserves the right to require payment in full prior to delivery of Goods or provision of Services.

4.2 Otherwise, payment must be made within 14 days of invoice date (“Due Date”), even if delivery has not occurred.

4.3 Time of payment is of the essence. If payment is not made by the Due Date, the Seller may:

- (a) Charge interest at 3% per month above the base rate of The Bank Of England until payment is made in full.
- (b) Withhold further deliveries and repossess delivered Goods.
- (c) Treat the Contract as repudiated.

4.4 If Services remain unpaid on the Due Date, the Seller may withhold return of goods serviced until full payment. If unpaid three months after Due Date, the Seller may sell the goods and apply proceeds toward outstanding sums and associated costs. The Seller shall act as agent of the Purchaser for the purpose of sale.

5. Delivery

5.1 Delivery dates are estimates only. Time is not of the essence. The Purchaser may not cancel or terminate due to late delivery. The Seller may deliver earlier with notice.

5.2 Where delivery is made by the Seller, it may require the Purchaser to unload. Delivery occurs when unloading begins. The Purchaser must ensure clear and suitable access. If goods are uplifted from Seller premises, delivery occurs on uplift.

5.3 If the Purchaser fails to provide instructions or take delivery, the Seller may:

- (a) Store goods and recover associated costs.
 - (b) Sell goods and recover associated costs and any price shortfall.
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6. Returns

6.1 A 10% handling charge applies to correctly supplied parts returned and accepted for credit.

6.2 Credit will not be given unless the original receipt is returned.

6.3 Special orders are non-returnable.

7. Risk and Title

7.1 Risk passes to the Purchaser upon delivery.

7.2 Title does not pass until full payment of all sums due under this or any other contract between the parties.

7.3 Until title passes, the Purchaser must store goods separately, maintain and insure them for full value.

8. Warranties and Liabilities

8.1 The Seller warrants title to the Goods.

8.2 The Seller warrants that:

- (a) At sale, Goods are of merchantable quality and free from material defects (except those consistent with age/type).
- (b) Services shall be completed without material defect.

8.3 Except where dealing with a consumer under the Unfair Contract Terms Act 1977, all other warranties implied by statute or common law are excluded to the extent permitted by law. Consumer statutory rights are unaffected.

8.4 The Seller shall indemnify the Purchaser for death or personal injury caused by Seller negligence.

8.5 Any other liability under the Contract is limited to £1,000 per contract.

8.6 The Seller shall not be liable for consequential or other losses except as provided herein.

8.7 Defects must be reported within 3 working days and confirmed in writing within 7 days.

8.8 The Purchaser shall indemnify the Seller against claims arising from use of the Goods or Services, except as otherwise provided.

9. Force Majeure

The Seller shall not be liable for failure to perform due to causes beyond reasonable control, including Acts of God.

10. Insolvency

10.1 If the Purchaser:

- (a) Makes arrangements with creditors or has a Receiver, Administrator or Liquidator appointed;
- (b) Is sequestrated or enters into arrangements with creditors;
- (c) Ceases to trade;

The Seller may suspend deliveries, treat the Contract as repudiated, or repossess Goods.

10.2 If such events occur and Services remain unpaid, the Seller may immediately sell serviced goods without waiting three months (as referenced in Clause 4.4).

11. Purchaser's Acknowledgement

The Purchaser confirms it has not relied on representations outside the Contract. The relationship is governed solely by the Contract.

12. Assignment

The Purchaser may not assign rights without Seller consent. The Seller may subcontract but remains liable under the Contract.

13. Choice of Law

13.1 Governed by the Law of Scotland.

13.2 Non-exclusive jurisdiction of Scottish Courts.

13.3 If any provision is void or unenforceable, remaining provisions remain in effect.