

Standard Terms & Conditions Form 018 / Issue 01.07.06

HYQUIP LIMITED

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STANDARD TERMS & CONDITIONS

Price(s) £ as above

Surcharges £ as above 'if applicable'

Carriage(s) £ additional cost, price to be advised prior to despatch

Alternatively, customer to arrange collection

Hyquip will part deliver unless otherwise requested

VAT/TAXES £ applicable rate/charges to be applied at date of invoice

Quotation Valid for 30 days

Delivery Estimated delivery as above

Please advise your requirements

Conditions of Sale* Hyquip Standard Terms and Conditions of Sale (Second Edition 2003) Apply
Payment Pro-forma, Credit Card or Net 30 Day EOM Account 'subject to status'
Hyquip Terms and Conditions of Payment (Second Edition 2003) Apply

* available for download via www.hyguip.co.uk

PAYMENT OPTIONS

1) Pro-forma Payment:

Hyquip will issue pro-forma invoice upon receipt of an official purchase order Payment by cheque or bank transfer to be received within 7 days

2) Credit Card Payment:

Hyquip will issue invoice immediately after processing credit card payment A nominal charge of 1.5% will apply for credit card payments

3) Payment on Account (UK Only):

Subject to 'live' trading account, value of purchase order & credit rating Payment by cheque or bank transfer to be received no later than 30 days end of month

For orders and contracts above £5,000.00 or in excess of customer credit limit 30% deposit with order (payment to be received within 7 days) 40% stage payment (payment to be received prior to delivery of hardware) 20% net 30 days end of month following delivery of hardware ** 10% net 30 days end of month following completion of installation **

** 30% net 30 days end of month following delivery of hardware should installation contracts be independent of equipment supply

Installation (site work) prices are estimates only based on an assessment of the site, scope or works or drawings issued. Given the likely variables involved (waiting time, inductions, working with other contractors, changes in scope etc.) which are out of Hyquip's control, Hyquip cannot offer fixed prices for site work nor will Hyquip accept Penalty Clauses, Liquidated Damages or Retentions.

Hyquip will issue regular progress reports and will submit weekly balances for all site work completed. Part/monthly invoices will be issued for all work undertaken against your net 30 day EOM account up to an agreed credit limit. Should your credit limit be exceeded, pro-forma payment will be necessary.



WARRANTY

Equipment, Subassemblies, Power Units, Systems, Installations, Commissioning & Service Work

Warranty is for parts only, usually 12 months (or that of the original equipment manufacturer if less or greater than) from date of delivery from Hyquip works or the completion of installation should Hyquip install and commission the hydraulic system or equipment supplied providing that this is with 3 months of supplying the parts.

Faulty parts will be replaced free of charge including standard delivery within the UK upon receipt of the faulty part from you or your customer should the warranty claim prove valid.

For Hyquip (or the original equipment manufacturer 'subject to policy') preferred and stocked items and if agreed in advance you may place an order for a replacement part before sending the faulty item back for assessment. Should the part be deemed to be faulty upon its return and within the warranty period you will be offered a replacement free of charge or for your account will be credited to the full value of the part excluding any carriage costs. Should warranty be rejected, Hyquip will provide a full report and you will be responsible for settling the invoice in full. This option is not applicable for equipment or parts manufactured specifically to order, in this instance Hyquip and/or the original equipment manufacturer reserves the right to assess and repair the item.

Warranty excludes labour, 'express carriage out' costs within the UK or 'carriage out' costs to destinations outside mainland UK. All hardware and assemblies carry a back-to-base warranty, i.e.: the customer is responsible for returning all goods to Hyquip.

Should the customer require assistance to retrofit replacement parts following a warranty claim all labour, travel, mileage and expenses will be charged against Hyquip Standard Rates which are available upon request.

With regards site installations, service and commissioning work warranty excludes labour, travel, mileage and expenses once the job is signed off and or the original equipment leaves the point of installation.

Important Note

All hydraulic equipment needs to be regularly maintained. Visual checks are a must as pipe and fittings will need to be tightened from time to time especially when first installed and commissioned. Thereafter, periodic checks and servicing will be required. With regards frequency this will depend very much on the duty and environment of which the equipment is operating in.

Technical Support, Spares & Service Contracts

Hyquip offer unlimited telephone technical support for all equipment supplied and systems installed free of cost during its normal working hours. As for servicing, Hyquip can provide and undertake Maintenance Contracts on an ad-hoc or planned maintenance basis. Upon request Hyquip will also issue free of cost a strategic spares quotation. For more information, an assessment and quotation please contact the Engineering department for an initial appraisal of your requirements.