



## About Us

Hertfordshire Diamond Products Ltd. is dedicated to your total satisfaction.

Unless otherwise agreed to in writing these terms and conditions apply to every Quote, Sale and contract for the sale or supply of goods (including any ancillary services) by Hertfordshire Diamond Product (hereafter referred to as 'The Company')

If you have any suggestions or comments, please contact us.

## Contact Details:

Hertfordshire Diamond Products Ltd

Unit F

Gunnels Wood Estate

Gunnels Wood Road

Stevenage

SG1 2BH

Phone:

E-Mail: [info@Hertsdiamondproducts.com](mailto:info@Hertsdiamondproducts.com)

VAT Registration Number: GB 563651727

Company Number: 02577036

## 1. Prices

Our prices may change and printed material such as catalogues or advertisements will always show our best prices at the time of printing. During the period the catalogue is valid, we may offer things at a lower price. This could be a special offer or just an everyday price cut. Our website will always the lowest price we have, unless specific terms have been agreed in writing for account customers. If you order from a catalogue which quotes a higher price, we will process your order at the lower price. We will always use the lowest price we are quoting at the time that your order is processed.

1.1 Unless previously withdrawn this quotation is open for acceptance within one calendar month from the date hereof unless stated and without prejudice to Clause 1.2 hereof.

1.2 Whilst the Company makes every effort to maintain prices in this quotation, price variations may be made should any change occur in existing rates, material prices etc.

1.3 Prices quoted are ex-works Stevenage, and do not include any other duties or taxes. Our delivery cost is set out on our website and again are subject to change if the cost to us exceeds the quoted price due to weight or volume.

1.4 Imported goods are subject at our option to amendment to give effect to any alteration in export or import charges affecting the same or to any change in the relevant exchange rates.

1.5 Any special offers may be withdrawn at any time without prior notice

1.6 Any agreed discount levels on items or item groups may be adjusted by the company at any time without prior notice. Where possible we will aim to give advanced notice of 1 calendar month.

1.7 Furthermore where any agreed set prices or percentage discount is not used to purchase in a period of 3 months, we reserve the right to adjust or change these without prior notice.

## 2. VAT

The prices we quote always include VAT at the relevant rate. Our VAT number is GB 563651727.

## 3. Payment

We offer all our goods on a payment-with-order basis. This means you must pay us when you place the order. We can take payment by most credit cards and debit cards or arrange a pro forma for payment via bank transfer. Our Head office also accept cash. We will only accept your order if we receive the payment in full. We provide credit accounts to account customers, after obtaining references and established a working relationship under separate terms of business.

## 4. Settlement Terms for account customers

4.1 Unless otherwise agreed payment in full shall be due for the goods on 30 days after delivery

4.2 The company reserves the right to add interest and late compensation charges to any invoice which has passed the agreed date of payment.

## 5. Risk and Title to Goods

5.1 The risk in all goods passes to the Buyer upon delivery (as hereinafter defined) but title in the goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums due (on whatever account or grounds) to the Company by the Buyer.

5.2 The Buyer agrees that prior to payment of the whole price of the goods and of all sums due as aforesaid the Company may at any time enter upon the Buyers premises and remove the goods therefrom and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.

5.3 In the event of the goods becoming constituents of or being converted into other products while such sums are due as aforesaid the Company shall have the ownership of the goods and a lien in such other products.

## 6. Delivery

We aim to send out any stock item ordered before 3pm the next day, additionally, we also provide next day delivery for any bespoke Diamond drilling products and orders for five drills or less, so long as these get placed before 2pm. On occasions where we are unable to meet these timescales, we will inform you.

6.1 Whilst the Company will endeavour to deliver at the stated time, delivery dates shall be regarded as estimates only. The Company shall not be liable for any claims arising from delay in delivery from whatever cause.

6.2 Where goods are being delivered by a 3<sup>rd</sup> party courier arranged by either party, the goods shall be deemed to be delivered when handed over to the carrier.

6.3 If import restrictions render supply impossible, the Buyer shall not be entitled to any claim against the Company whatsoever in respect of such non-delivery.

6.4 If goods in any contract have to be delivered in instalments, faulty goods in any one instalment, or the delayed delivery of any one instalment, shall not entitle the Buyer to repudiate the whole contract.

6.5 Where the Buyer chooses to use an enhanced service such as pre-10.30, pre 12.00 or Saturday delivery, The company is not liable for any costs due to the failure of these times not being met.

## 7. Receiving of orders

Unless we have your written authorisation, we will always need an authorised signature when delivering goods to you or when collecting from Head Office.

## 8. Carriage Charges

8.1 In the event of the Company agreeing to arrange transport of the goods to the customer, the set price list as listed on our website will be used. All additional charges incurred that go over this amount may be passed on to the customer at cost unless otherwise stated hereon, or agreed in writing by a partner of the Company. The company reserves the right to charge for any abortive collections or deliveries.

8.2 It is the Buyer's responsibility for any insurance of the transit of the goods to the Buyer's premises as the Buyer shall consider necessary.

8.3 In the event of a 3<sup>rd</sup> party being unable to deliver, it is the buyer's responsibility to rearrange the delivery and is liable for any additional charges incurred.

8.4 Where offers on delivery charges are advertised, The Company reserves the right to temporarily withdraw this without notice as external circumstances or unperceived costs are encountered.

## 9. Cancellation of orders

In event of cancellation of an order by the Buyer, for any reason whatsoever, the Company shall be entitled, at Management's discretion, to make a cancellation charge which shall be paid by the Buyer within 28 days of notification of the charge by the Company to the Buyer and the charge shall comprise:

9.1 a total of all transport costs, storage charges and other expenses incurred by the Company as a result of the cancellation of the order by the Buyer and

9.2 a sum calculated on the difference between the selling price and the cost of the goods to the Company.

9.3 goods that are specifically ordered in or Bespoke are unbaled to be cancelled and the buyer will be liable for the total price.

## 10. Returns

We hope that you never need to return anything to us, however should you need to, we aim to make it as simple as possible for you to exchange or refund your purchase as long as it is returned in an as sold condition. All you need to do is:

Return the item to our Head Office in Stevenage in person or by courier.

If your item is unwanted and not faulty, please make sure that it is unused and in a sealable condition complete with its original packaging.

If the item or its packaging, we reserve the right to charge a restocking fee as the discretion of the Management.

## 11. Damage in Transit

11.1 It is a condition that unless otherwise stated in this quotation the Company is not liable for any damage or loss prior to installation be it consequential or otherwise, that may occur after the goods have left the Company's premises.

11.2 If goods arrive in a damaged condition, it is the buyer's responsibility to inform the Company within 48 hours, after which the Company will have no liability for the condition of the goods.

11.3 Where there is damage, we will request photographic evidence so this can be assessed

11.4 We shall aim to get a replacement to you in a reasonable period of time, however if upon conclusion of investigations it is deemed the buyer is at fault for the damage or the damaged product is not return, this replacement could be chargeable at the discretion of Management.

## 12. Force Majeure

12.1 Under these Terms & Conditions Force Majeure is defined as any cause beyond our control including, but not limited to, War, Act of God, Act of Terrorism, Fire, Flood, Explosion, Natural Catastrophes, Civil/Military Disturbances, Strikes, Theft or Weather.

12.2 We will not be held liable or responsible for any failure or delay in our obligations under these Terms and Conditions if the failure or delay is caused by Force Majeure.

## 13. Description and Design

13.1 The description given to the goods in any quotation of contract is given by way of identification only and the use of such description shall not constitute the contract as a sale by description and the Company reserves the right to alter the design or the materials used in the goods at any time without notice.

13.2 All specifications drawings and particulars submitted are approximate only and descriptions, illustrations, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract

13.3 The company accepts no liability for failure to attain any performance figure quoted unless specifically guaranteed in writing within a specified margin of tolerance

13.4 The Customer assumes responsibility that goods stipulated by the customer are sufficient and suitable for the purpose concerned save in so far as the stipulations are in accordance with the Company's advice

#### 14. Quality Assurance

If any of the goods we supply fail to perform satisfactorily due to faulty materials or workmanship, contact us at any time and we will work with you to deal with the problem. This may involve a repair, providing a replacement product or giving you a full or partial refund. Your rights, defined in the Consumer Rights Act 2015, are not affected by these terms.

#### 15. Our Mistakes

We are constantly updating our products, prices and offers. We are confident of our technology and staff but we realise that we sometimes may make mistakes. If we offer goods for sale incorrectly, we will always try to honour our offer. There may be rare circumstances where it is not possible for us to do this. In these cases, we will contact you and explain the situation. If we cannot sort out the matter fairly with you, we can refuse your order and refund any payment you may have made.

#### 16. Consignment Stock

16.1 Where the Company provides a Consignment Stock, we reserved the right to inspect the stock at any time and if deemed necessary recover this stock and remove it without prior notice. In the event of this, any items missing will be charged for and additionally any items damaged also charged for.

16.2 It is the Buyers responsibility to both keep stock in good condition and also provide The Company a month stock take of all items or at the request of the company.

#### 17. Statutory Obligations

17.1 The Buyer shall be responsible for complying with any statutory obligations normally imposed on a supplier of goods of this nature by the county in which the Buyer is situated and shall indemnify the Company against all costs and claims in respect thereof

17.2 The Buyer shall also be responsible that anyone using equipment sold by the Company is fully trained to do so and all Health and Safety, Safe Practice and equipment checks are carried out and kept to.

#### 18. Liability

Whilst every assistance is given to our customers to select the correct equipment for any given purpose, the Company's guarantee only covers the performance of the equipment supplied when it is used under the conditions for which it is designed and the Company cannot be held responsible for the correct functioning of the plant or process on which the equipment is used.

In any claim by the Buyer against the Company in respect of the goods for their performance the Company shall be only liable for replacement or repair of equipment of its own manufacture and shall not be liable in respect of the following matters:

18.1 for any defects caused by wilful damage, negligence, incorrect application, wear and tear.

18.2 for damage sustained in transit.

18.3 for loss or damage, injury or death howsoever caused to the Customer or any other person consequential upon defects in the goods of any description or from incorrect application of the equipment supplied. Claims under guarantee in respect of all equipment supplied by the Company will be examined provided the equipment is returned appropriately packed and carriage paid either to the Company.

#### 19. Legal Responsibility

Nothing in these terms of business should affect your legal rights or limit our legal responsibility for death, personal injury or fraudulent misrepresentation resulting from our negligence, or any other liability which we cannot limit or exclude by law. (This includes our legal responsibility under section 2(3) of the Consumer Protection Act 1987.) We will not compensate for delivery delays or failures that are outside our control unless you have asked us for a premium delivery option. In these circumstances, we will limit what we pay you to a refund of the delivery charges you have paid. We will not be legally responsible to you for any losses which both we and you could not expect at the time you bought the goods. If you are a trade customer, we will not be legally responsible to you for any business losses.

#### Law

These terms of business will be governed by English law. Any disputes will be dealt with by the English courts.