



## TERMS & CONDITIONS

RGM LEEDS LTD T/A HOPKINS (“Hopkins”) only supply goods and services on these Terms. You, the Customer, will only purchase the goods and services on these Terms save as expressly set out in our Quotation, or Order Acknowledgement. These Terms are important and should be studied carefully.

### 1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in these terms and conditions:

“Contract”	any contract between the Hopkins and the Customer for the sale and purchase of the Goods, incorporating these Terms;
“Customer”	the person, firm or company who purchases the Goods from the Hopkins;
“Goods”	any goods agreed in the Contract to be supplied to the Customer by Hopkins (including any part or parts of them).
“Hopkins”	RGM Leeds Ltd t/a Hopkins (Company Registration Number 11733440) having its registered office at Unit 11, Grangefield Road, Stanningley, Pudsey, England, LS28 6LF;
“Intellectual Property Rights”	intellectual property rights of whatever nature (including, but not limited to, patents, design rights, trademarks, rights attaching to databases and present and future copyright and all similar rights subsisting (including all applications for all or any such rights);
“Order Acknowledgement”	the order acknowledgement (if any) sent by Hopkins to the Customer confirming the Goods to be provided and the terms on which the Goods are to be supplied;
“Price”	the price agreed to be payable for the Goods as set out in the Quotation;
“Quotation”	the written quotation supplied by Hopkins to the Customer setting out the Goods, the Price, and any special terms to be included in the Contract valid for 30 days unless otherwise specified in writing by Hopkins: and
“Terms”	these terms and conditions.

1.2. The headings in these Terms are inserted for convenience only and will not affect its construction or interpretation. References to clauses are unless otherwise stated, references to the clauses of these Terms.

1.3. Words importing the singular include the plural and vice versa.

1.4. Words importing a gender will include all genders.

1.5. References to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument as amended, consolidated, replaced or re-enacted together with all rules and regulations made under it or them as from time to time amended, consolidated, replaced or re-enacted.

1.6. In the case of conflict or ambiguity the order of precedence for these Terms and the documents attached to or referred to in these Terms will be as follows:

1.6.1. the Order Acknowledgement; then

1.6.2. the Quotation; then

1.6.3. these Terms.

### 2. QUOTATIONS AND THE APPLICATION OF TERMS

2.1. Subject to any variation under condition 2.3 the Contract will be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

- 2.2. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. These Terms apply to all Hopkins' sales and any variation to these Terms and any representations about the Goods will have no effect unless expressly agreed in writing and signed by a director of Hopkins. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Hopkins, which is not set out in these Terms. Nothing in this clause will exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4. Each order or acceptance of a Quotation for Goods by the Customer from Hopkins will be deemed to be an offer by the Customer to buy Goods subject to these Terms.
- 2.5. No order placed by the Customer will be deemed to be accepted by Hopkins until Hopkins issues an Order Acknowledgement or (if earlier) Hopkins delivers the Goods to the Customer.
- 2.6. The Customer will ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7. Unless otherwise specifically indicated in the Quotation, all transactions are between Hopkins and the Customer as between principal and principal, provided that Hopkins shall have the right to assign or sub-contract any of its rights and obligations in respect of any order accepted by it.
- 2.8. If any Customer is not prepared to enter into a contract based on these Terms, he should so inform Hopkins in writing prior to placing an order, indicating the conditions to which he objects. Hopkins may then prepare a revised quotation to take account of any additional costs or liability, which it may sustain as a result of any amendment in such conditions, including (but without prejudice to the generality of the foregoing) the premiums for any additional insurances which Hopkins may deem it necessary or prudent to effect.
- 2.9. An order from a Customer must be accompanied by sufficient information to enable Hopkins to proceed with the order forthwith, otherwise Hopkins is to be at liberty to amend the Price to cover any increases in cost which may take place after Hopkins accepts an order. In the event of variations or suspension or cancellation of the work due to the Customer's instructions or lack of instructions, Hopkins shall have the option either of terminating the Contract and being indemnified by the Customer for the loss to it or of increasing the Price when work is renewed to cover any extra cost thereby incurred by Hopkins.

### **3. PRICES**

- 3.1. In the absence of express agreement to the contrary, the Price will be those as set out in Hopkins's price list published at the time of delivery.
- 3.2. Prices quoted or agreed upon are based on costs of materials, rates of wages, taxes and import duties at the time of quoting or acceptance. In the event of any increase in any costs (including, but without prejudice to the generality of the foregoing, the said costs), Hopkins shall be entitled to increase the Price accordingly without notice.
- 3.3. If any special stipulations have been made which involve the inclusion of specific categories of additional costs and expenses in the Price (e.g. if the price has expressly been fixed upon the basis of "free", "F.O.B." or "C.I.F." delivery) all increases arising, after quotation or acceptance, in such additional costs and expenses and all additional costs and expenses which may be chargeable to Hopkins arising or resulting from delay in shipment will be charged to the Customer.
- 3.4. The currency of account shall be pounds sterling, provided that in cases where it is necessary for Hopkins to purchase goods or materials by reference to a currency other than pounds sterling then any increase or decrease in the sterling equivalent caused by any variations in the rate of exchange between pounds sterling and such other currency occurring between the date of quotation and the date of payment shall be debited or credited to the Customer as the case may be.
- 3.5. All Prices are based on delivery ex Hopkins' depot and are exclusive of value added tax and packaging. All additional costs and expenses including all taxes and duties payable in respect of the Goods at the time of delivery or thereafter shall be paid by the Customer. Unless otherwise stated in the Quotation, all packing cases, crates, skids, drums and other packing materials are non-returnable and chargeable to the Customer.
- 3.6. All taxes, excise duties, levies or charges required to be paid directly or indirectly by Hopkins under any existing or future law whether in the United Kingdom or elsewhere in respect of any goods manufactured or supplied by Hopkins shall be to the account of the Customer.

- 3.7. The Quotation includes only such Goods, accessories and work as are expressly specified therein. Any deviation from its general terms involving extra expenses to Hopkins will be charged extra. Hopkins accepts no responsibility for extras or variations, which are not ordered by the Customer in writing and confirmed by Hopkins.

#### **4. TERMS OF PAYMENT**

- 4.1. Unless expressly agreed otherwise, accounts are strictly net and are due for payment on the date on which either the Goods are despatched or the Customer is notified that the Goods are ready for despatch whichever is the earlier.
- 4.2. The due date of payment shall not be postponed on account of additions, alterations, minor omissions, or defects to from or in the Goods, which do not substantially affect the commercial use of the Goods.
- 4.3. All amounts due to Hopkins from the Customer shall become immediately payable if any petition be served or resolution passed for the winding up of the Customer or if any receiver or administrative receiver be appointed of the whole or any part of the Customer's assets or undertaking or any similar action is taken with regard to debt, whether in or out of Court.
- 4.4. All payments shall be made without any deduction and the Customer shall not be entitled to deduct the amount of any claim, which he may have against Hopkins.
- 4.5. In the event of any payment from the Customer being overdue, Hopkins may defer further deliveries until all overdue payments are made or at its option may terminate any or all contracts with the Customer so far as they are not fulfilled without incurring any liability whatsoever.
- 4.6. Interest at the rate of 3 percent per annum above National Westminster Bank P.L.C. base lending rate shall be payable on all accounts due by Customers from the date on which payment is due until the date on which payment is made.
- 4.7. Hopkins reserves the right to require from the Customer at any time security satisfactory to Hopkins for performance of the Customer's obligations under any contract with Hopkins. Refusal or failure by the Customer to furnish such security shall entitle Hopkins to suspend deliveries until such security is furnished or to cancel all or any contracts with the Customer so far as they are not fulfilled without incurring any liability whatsoever and all the rights reserved pursuant to this clause shall be exercisable by Hopkins at any time during the subsistence of a Contract.

#### **5. DELIVERY**

- 5.1. Any times quoted for despatch or for the completion of any works are to date from Hopkins' acceptance of a written order to proceed and receipt by Hopkins of all necessary information and drawings to enable Hopkins to put the work in hand and to proceed uninterruptedly therewith and any initial deposit due under the contract.
- 5.2. All quoted times are to be treated as estimates only, not involving any contractual obligation unless Hopkins has agreed in writing signed by a director of Hopkins specifically referring to this clause 5.2 that despatch or delivery within a specified time or by a specified date shall be of the essence of the contract. The times quoted shall be increased by the period or periods of any such delay.
- 5.3. Where Goods are to be despatched for export, Hopkins shall incur no liability in not maintaining or complying with the specified rate of despatch and the Customer shall not have the right to cancel any Contract due to any part of any order being delivered late.
- 5.4. Delivery may be effected by any method of transport at Hopkins's option. If the carriage of goods is by road, the Road Haulage Association Conditions of Carriage as amended from time to time will apply. If the Carriage is by sea, the Carriage of Goods by Sea Act 1971 incorporating the Hague – Visby rules will apply. Any transport by rail will be subject to the terms and conditions of that rail carrier.
- 5.5. Upon the Goods being surrendered to the forwarding agent or to the carrier, or upon their leaving Hopkins's place of business, whichever is the earlier, the Goods shall be deemed to have been delivered and all risks attaching directly or indirectly to the Goods shall pass to the Customer unless otherwise expressly agreed, for instance, when "F.O.B." or "C.I.F." or "Carriage Paid" delivery or any other similar stipulation shall have been agreed which in its customary interpretation indicates that the risk passes at a date later than that hereinbefore stated. The risk shall pass notwithstanding that the property in the Goods may not have passed to the Customer.
- 5.6. If Hopkins does not receive forwarding instructions within seven days after the date of notification that the Goods are ready for despatch, the Customer shall take delivery or arrange for storage. Hopkins shall not be liable for deterioration

of Goods in storage while awaiting delivery instructions.

## **6. DAMAGE OR LOSS IN TRANSIT**

- 6.1. Subject to the foregoing, Hopkins shall have no liability for any loss, injury or damage of any kind direct or consequential arising out of damage or loss in transit. Transit shall be deemed to be completed when Goods are offloaded at the point of delivery and the onus of proof that any damage occurred before such offloading shall lie on the Customer.

## **7. PASSING OF PROPERTY IN THE GOODS AND LIEN**

- 7.1. The property in any Goods supplied by Hopkins shall not pass to the Customer until payment in full has been made to Hopkins.
- 7.2. If any payment to Hopkins is overdue in whole or in part, it may (without prejudice to any of its other rights) recover or resell any such Goods as shall remain its property pursuant to clause 7.1 and it may enter upon the Customer's premises for that purpose.
- 7.3. The Customer shall not be entitled to sell any Goods supplied by Hopkins until Hopkins shall have been paid in full therefore. Nevertheless, where payment of all moneys due to Hopkins in respect of Goods delivered to the Customer has not been made in full and the Customer has sold any such Goods, the Customer shall be trustee for Hopkins of the proceeds of sale thereof or (as the case may be) such part thereof as shall be equal to the monies due to Hopkins in connection with such Goods.

## **8. PATENTS, DESIGNS AND MARKS**

- 8.1. The Customer warrants that any material, design or instruction furnished or given by or on behalf of the Customer shall not be such as will cause Hopkins to infringe any third party's Intellectual Property Rights in the execution of the Customer's order and that the Customer indemnifies Hopkins against any claims for infringement which may arise out of any such Intellectual Property Rights. In the event of the Customer failing to take delivery of the whole or any part of an order produced to such design as aforesaid, then Hopkins shall be entitled to sell such Goods on its own behalf and the Customer shall nevertheless indemnify as aforesaid.
- 8.2. In cases where the design of the Goods is wholly or partly provided by or on behalf of the Customer, Hopkins shall be entitled to accept such design or part thereof as the case may be as being without defect and capable of properly performing the function and accepting any stresses for which it is designed and Hopkins shall have no liability for any failure in any such Goods or part as the case may be arising out of any design fault nor for any loss or damage consequent thereon.
- 8.3. Furthermore, Hopkins shall be entitled to assume that any plant, machinery or equipment set to work with Goods manufactured, supplied or processed by Hopkins shall be in all respects fit for its purpose and Hopkins shall be under no liability for any failure in such plant, machinery or equipment nor any failure in any Goods manufactured, supplied or processed by Hopkins consequent upon such failure nor any loss or damage arising therefrom. Unless otherwise stated, any cost of repairing or reconditioning such Goods is excluded from Hopkins's quotations and shall be for the exclusive account of the Customer.

## **9. DRAWINGS**

- 9.1. All descriptions and forwarding specifications, drawings and particulars of weights and dimensions, submitted with the Quotation are approximate only and the descriptions and illustrations contained in Hopkins's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods and services described therein and none of these shall form part of the Contract.
- 9.2. Only such specifications, drawings and particulars of weights and dimensions as are specifically agreed by Hopkins in writing to form part of the Contract shall do so.
- 9.3. Designs and information (including any Intellectual Property Rights) concerning the Goods and contained in any drawings, which are supplied, shall remain the property of Hopkins and must not be disclosed to a third party nor

utilised in any way (whether or not any order be placed with Hopkins based thereon) without Hopkins' consent in writing.

## **10. SUITABILITY AND DEFECTS**

The Customer accepts the responsibility that Goods stipulated by him are sufficient and suitable for his purpose. Hopkins shall be under no liability in respect of any unsuitability therefore unless Hopkins' advice as to suitability of the Goods for their purpose or end use has been sought by the Customer and accepted in the Quotation and in any event such liability shall be limited to that specified in clause 13.2.

## **11. COMPLAINTS**

- 11.1. Hopkins shall be notified in writing promptly and in any case within five days after delivery of any defective Goods and the defective Goods or parts thereof are without cost to Hopkins to be returned to Hopkins on demand and shall be subject to Hopkins' inspection.
- 11.2. Complaints about quantities, weights or packing and mistakes in transportation or in expenses shall be made within five days after delivery.
- 11.3. A claim lodged by the Customer on account of defects shall lapse three months after Hopkins' written repudiation of the Customer's claim if the Customer has not then reverted to the claim.

## **12. GENERAL GUARANTEE AND LIABILITY**

- 12.1. Hopkins undertakes to make good by replacement (but excluding the cost of labour for the removal of any defective parts or for the refitting of repaired or replacement parts) defects in or failure of Goods supplied by Hopkins and paid for by the Customer provided that routine maintenance of the said Goods has been carried out by the Customer and user in a satisfactory manner and provided that such defects or failure arise solely from faulty materials supplied by or workmanship carried out by Hopkins and in any event arising within a period of six calendar months from the date when the said Goods shall have been first despatched at the termination of which period all liability on Hopkins's part shall cease AND PROVIDED always that such defective parts are promptly returned free of cost to Hopkins to its works unless otherwise arranged.
- 12.2. In the case of Goods not of Hopkins' manufacture including Goods manufactured or processed by Hopkins' sub-contractors, and in the case of processes applied by Hopkins's sub-contractors to Goods not supplied by Hopkins, the Customer is entitled only to such benefits as Hopkins may receive and may pass on under any guarantee given to Hopkins in respect thereof.
- 12.3. This clause 12 and the provisions of clauses 6 and 9 are in lieu of any warranty, condition or liability whether express or implied which exists by common law, statute or otherwise in regard thereto and Hopkins' liability in respect of any defect or failure in, or failure in performance of or loss of or damage to Goods in transit or lateness in delivery or despatch of goods supplied or for any loss, injury or damage attributable thereto or in connection therewith whether consequential or otherwise is limited to the foregoing undertaking and the provisions of clauses 6 and 9 and is conditional upon the Customer having fulfilled all the Customer's obligations to Hopkins under the Contract, including the terms of payment.

## **13. LIMIT OF LIABILITY**

- 13.1. Nothing in these Terms will limit Hopkins' liability for death or personal injury caused by Hopkins' negligence.
- 13.2. Subject to clause 13.1, in no case shall Hopkins's liabilities in respect of any Contract exceed the Price.
- 13.3. In no event shall Hopkins be liable for any indirect damage or consequential loss, howsoever and by whomsoever caused or any other claim except as provided for in these Terms.

#### **14. FORCE MAJEURE**

- 14.1. Hopkins shall be relieved of its obligations hereunder and of any liabilities herein contained whenever and to the extent to which the fulfilment of such obligations and liabilities is prevented, frustrated or impeded by conforming to any statute or any rule, regulation, order or requisition made there under or any consequence thereof, by war (whether declared or not) acts of public enemies, industrial disputes (including strikes, lockouts and other, industrial action whether at the place of business or premises of Hopkins or elsewhere), accidents, fire, flood, nuclear fall-out, acts of God or any cause of like or different kind beyond the control of Hopkins or any consequence thereof.
- 14.2. In such circumstances, Hopkins shall have the option either to terminate the Contract or to extend the period for its completion without liability to the Customer and in the event of Hopkins's electing to extend the period of the Contract, it shall nevertheless have the right to cancel the Contract within six months of notice by Hopkins to the Customer of the decision to extend the Contract.

#### **15. TERMINATION**

- 15.1. If the Customer shall make default in paying any-sum of money due or shall become bankrupt or compound with or enter into any arrangement with his creditors or being a corporation shall enter into liquidation save for the purpose of amalgamation or reconstruction without insolvency or shall have a receiver appointed of the whole or any part of its assets, then without prejudice to the other rights of Hopkins it may at any time forthwith terminate any contract without notice.
- 15.2. In the event of variation, suspension or cancellation of the work under the Contract due to the Customer's instructions or lack of instructions, Hopkins will have the option either of terminating the contract and being indemnified by the Customer for the loss of it or increasing the Price to reflect those alterations.

#### **16. INDEMNITY**

The Customer will indemnify and save harmless Hopkins from all claims, suits, actions and proceedings whatever that may be brought by any third party on account of injury, loss, damage or expense for which, according to these Terms, Hopkins shall not be liable including, without prejudice to the generality of the foregoing, those relating to the use of the Goods and those arising under the Consumer Protection Act 1987.

#### **17. ARBITRATION**

If any dispute or difference shall arise between Hopkins and the Customer touching or concerning these Terms or any Contract based on them or the rights, duties or liabilities of any party there under, then the matter in difference shall be referred to arbitration in conformity in all respects with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

#### **18. CONSTRUCTION OF CONTRACT**

- 18.1. These Terms and any Contract concluded subject thereto shall be construed in all respects according to the laws of England and any arbitration or litigation arising under any such Contract shall be determined in England, provided that the expression "laws of England" shall not, in the case of any export contract, include any statutory provision which does not affect contracts between parties resident in different states.
- 18.2. These Terms shall apply (save insofar as they may be varied by written agreement signed by a director of Hopkins) so far as they shall be held to be lawful and enforceable.
- 18.3. If any clause or any part of any clause shall be held to be unlawful or unenforceable then these Terms shall be read and construed as if such clause or part thereof as the case may be were omitted.

## 19. GENERAL

- 19.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 ("the Act"), Hopkins and the Customer agree that they do not intend any terms of the Conditions to be enforceable by any third party, apart from any sub-contractors nominated by Hopkins, who but for the Act would not have been entitled to enforce such terms.
- 19.2. Any notice to be given by either party to the other will be in writing by pre-paid first class post or facsimile addressed to the other party at its registered office or principal place of business or such other address as may have been notified to such other party.
- 19.3. No forbearance, indulgence or relaxation on the part of Hopkins shown or granted to the Customer in respect of any of the provisions of these terms and conditions will in any way affect, diminish, restrict or prejudice the rights or powers of Hopkins or operate as to be deemed to be a waiver or any breach by the Customer of any of these conditions.
- 19.4. References to persons include bodies corporate, unincorporated associations, partnerships and trusts and vice versa.

**Note: HEALTH & SAFETY AT WORK ETC. ACT 1974 -Please ask our Representative for Product Information Sheets if these have not already been provided.**

Issued by - F Akkaya – Managing Director – 07/07/22