



HAUGHTON AND YOUNG LIMITED

Mechanical Engineering Contractors

Unit 16, The Business Centre,

Stadium Business Park, Dublin D11 EW80.

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Conditions of Order

1. Houghton and Young Limited are hereinafter termed "the Company". The person, firm, or company to whom the order is addressed is hereinafter termed "the Supplier".
2. The Company will not be liable for any orders except those made on the company's printed order form, which must be signed on behalf of the Company.
3. The Company will not be liable for any variation, addition, amendment, or alteration to the order, which has not been confirmed by the Company in writing.
4. No part of this order is to be sub-let without the Company's written permission.
5. The goods specified in this order shall be subject to inspection and approval by the Company and if rejected will be held at the Supplier's risk and will be returnable at the Supplier's expense.
6. If the Supplier fails to supply any goods mentioned on this order within the time stated on the order, the Company shall, without prejudice to any other rights or remedies have the power to cancel the order as regards the undelivered goods by notice in writing to that effect.
7. This order is a sub-contract placed under the main contract held by the Company. Accordingly (any terms and conditions in any tender or otherwise notwithstanding) all conditions, rights and remedies which are or might be operative against the Company under the terms and conditions of the main contract or sub-contract (or by amendment to the main contract or sub-contract may hereafter be operative against the Company), including especially any "break clauses" and the ascertainment of and substitution of a fair and reasonable price for any stated price, shall mutates mutandis apply to this order so that the Company shall have corresponding conditions, rights and remedies against the Supplier.
The main contract or sub-contract is available for inspection at the offices of the Company on appointment made for this purpose. Without prejudice to the generality of the foregoing and to any rights of rejection given to the Company by law, the Company reserves the right to cancel this order or part thereof, if the material is not in accordance with the drawings or designs, approved samples or specifications or is defective in workmanship or the material is not satisfactory to the Company or for causes due to any acts, regulations, demands or requests of any Government's departure or to force majeure, to fire, strikes or enemy action, affecting any of the Company's Works or the Works of the Supplier or other causes beyond the Company's control.
8. This order is placed on the understanding that in respect of the goods than those quoted on a fixed price basis, any increase in price that takes place between the date of order and the date of delivery shall be limited to the direct increases due to wages, awards and/or variation in the basic price of material and/or freight costs and that the prices shall be correspondingly reduced if decreases in any of the above-mentioned costs occur. All claims for increases shall be accompanied by a certified statement of the variations conditioning the claim.
9. The Company will not accept responsibility, for damage, losses or delay in transit
10. No payment will be made on crates or packing materials of any description except by special arrangement made in writing.
11. The Supplier shall pay all royalties and fees on the patented articles, processes and/or registered designs and indemnify the Company against all claims in respect thereof and against all claims, damages and costs in respect of any patent, registered designs or other monopoly privilege which may be infringed by the goods supplied under this order.
12. The Supplier will indemnify the Company and keep or indemnified against all liabilities, claims, costs, damages, and expenses which the Company may incur to which it may become subject as the result of injury to or disease of the supplier's employees or those of his sub-contractor or as a result of damage/or injury to persons or to property occasioned by the Supplier's employees or those of his sub-contractor. The Supplier at the request of the Company send to the registered office of the Company for inspection and return such policies of insurance, together with the current renewal receipts thereof, as the Supplier shall maintain against the Supplier's liabilities under the foregoing indemnities.
13. The execution of this order or any part thereof will be deemed to be an acceptance by the Suppliers of the whole of these conditions.

ADVICE NOTES: Advice notes bearing the number of this Order and the destination of the goods must be posted to the Company's Office at the address printed at the head of this Order at the time of the dispatch of the goods.

INVOICES: A detailed price invoice bearing the number of this Order must be sent to the Company at the address as outlined immediately after the dispatch of goods. Invoices will not be accepted if they relate to more than one Order number.

STATEMENTS: Statements must be rendered by the 7th of the month following delivery to the Company's Accounts department.

PAYMENT: Payment of all accounts, other than those requiring certification by an Architect or Consulting Engineer, will be made subject to the right of set-off.

NOTE: The Supplier so note that 4 hard copies and/or a soft copy of all documents pertaining to the project handover, for which this Order has been placed, including but not limited to; Schedule of System Components, Installation Manual, User Manual, Maintenance Requirements, Spare Parts List, FAT's where required, Commissioning Certificates, All Warranties, Product Certification (CE Certificates, BS Regulations). Where it is a requirement of the project to achieve BIM Level 2 Standard. The Company will issue product and/or manufacturer documentation. This product and/or manufacturer documentation is to be completed and returned to the Company by the Supplier.