



## **Norton Hydraulics Ltd Terms and Conditions**

### **Returns and Handling Charges**

Requests by you to return catalogue goods to us will be accepted subject to a handling charge if all of the following criteria are met.

- 1- The goods are unused and are sourced from Norton Hydraulics Ltd
- 2- The goods are in good order.
- 3- The goods were invoiced with **28days** from the date of return.
- 4- Carriage is organized by us.
- 5- The return includes a completed goods return note.

Handling charges will be levied as follows:

- 1- Goods invoiced within **14 days** of the date of return will be subject to either a 15% handling charge or £20 whichever is greater.
- 2- Goods invoiced between **15 and 28 days** of the date of return will be subject to either a 25% handling charge or £20 whichever is the greater.

All goods must be adequately packed and addressed to:

Norton Hydraulics Ltd  
Unit 27 North Orbital Commercial  
St Albans  
Hertfordshire AL1 1XB

For the avoidance of doubt, returned goods will only be accepted if the above requirements are met, Norton Hydraulics Ltd cannot accept responsibility for the returns forwarded by customers using their own carriers. Under no circumstances should the goods to be returned be given to a local Norton Hydraulics representative without prior notice from a Norton Hydraulics manager.

Norton Hydraulics is unable to accept any return goods sourced on a customer's behalf which are not listed within Norton Hydraulics catalogue. Such orders for non-catalogue goods are non-cancellable and non-returnable and as such are accepted entirely at the customer's own risk.

### **Order Cancellation**

If you wish to cancel an item or back order, you must request a Cancellation Number from the sales office. Credits will not be processed without reference to a specific Cancellation Number. For the avoidance of doubt, items not listed in the Norton Hydraulics catalogue are non-cancellable and non-returnable. Requests to cancel an order for an ex-stock item can only be accommodated within one hour of the original order being received. Thereafter, the order will not be cancelled and the requirement to return the goods will be subject to the returns and handling charges policy above.



## **Legal Construction**

The contract shall in all respects be constructed and operated as an English contract and in conformity with English law.

## **Prices**

All price lists. Quotation and estimated are subject to alteration without notice, and goods will be invoiced at prices ruling on date of despatch regardless of any price quoted on any purchase order submitted. Carriage and packing will be charged in accordance with the specification of the service shown in this catalogue. Prices and charges are listed exclusive of Value Added Tax, which will be added in line with prevailing legislation.

## **Special Contract Prices**

When special contract prices are agreed, we reserve the right to add 5% per month to the invoice of any batch which is held on your instructions, or if payment is not made within the agreed period shown on the quotation.

## **Goods Supplied**

All goods supplied by us to you remain the property of Norton Hydraulics Ltd until the goods have been paid for in full.

## **Default**

In case of default, you agree to allow us or our agent to enter your premises where the goods are kept and remove same. You will be responsible to us for all costs incurred in reclaiming the goods.

## **Payment Terms**

Payment terms are strictly 30 days Nett. If any sum is not paid on the due date for payment, all sums then outstanding from you will immediately become due and payable, notwithstanding that such sums would otherwise be due until a later date.

## **General**

The acceptance of this catalogue includes the acceptance of the following terms and conditions. In the event of your official order forms containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with the terms and conditions contained herein. No variation to these terms and conditions of sale is permitted unless such variation has been authorized in writing by a Norton Hydraulics Ltd director. Reference herein to goods shall include all goods and services sold to you.



## **Drawings and Specifications**

All drawing and specifications, dimensions and weights provided by us are approximate unless otherwise stated. Therefore, we accept no liability for damage or injury arising from an error or omission in the data provided.

## **Performance**

Any performance details given by us are based upon our experience and are such as we expect to obtain on test. We accept no liability for any failure to achieve stated performance figures unless the performance data has been confirmed in writing by a Norton Hydraulics Ltd director. You assume responsibility for the capacity and performance of the goods being sufficient and suitable for your purpose.

## **Despatch**

Any times quoted for despatch are from the receipt by us of an order to proceed. Elapsed times of despatch are submitted without liability for delay however occasioned, but every effort will be made to achieve them.

## **Damage/Loss in Transit/Non-Delivery/Late Delivery**

It is your responsibility to inspect the goods promptly on arrival. Any claims for damage, non-delivery, loss in transit or late delivery must be made within **4 days** of receipt.

When signing for your consignment, it is your responsibility to check that the number of parcels being delivered corresponds with the number of parcels stated on the consignment note. If not, the note should be amended accordingly **before** signature. If the consignment is being delivered later than specified, it is your responsibility to write the time of receipt on the consignment note. If there is any apparent damage to the parcel, it is your responsibility to annotate the consignment note accordingly.

## **Guarantee**

Should any defects develop under proper use of the goods within a period of 12 months after delivery as a consequence of design, materials or workmanship then we will make good by repair or replacement any such defect providing the defective goods are returned to us promptly at the following address:

Norton Hydraulics Ltd  
Unit 27 North Orbital Commercial  
St Albans  
Hertfordshire AL1 1XB

All goods must be adequately packaged. Carriage will be organized by us at our cost. Under no circumstances should goods to be returned under guarantee be given to a local Norton Hydraulics representative.

We shall not be liable in any way for consequential damage or loss or injury resulting from:



- 1 – Defects in goods supplied.
- 2 - Difference in performance to specification.
- 3 – Failure on the part of our employees and sub- contractors.

### **Complaints**

You are specifically required to examine the goods within **4 days** of the advice note date and any complaint regarding faulty goods must be made in writing prior to the expiry of 7 days from the advice note date and should be accompanied by samples to illustrate the fault. We shall have the option of replacing or crediting the value of the goods in respect of which we accept a complaint and thereby terminate our liability. We cannot be held responsible for charges incurred by you in attempting to rectify or modify goods without our written agreement. Any **pricing** or **carriage** queries must be reported within **4 days** of the date of invoice. No credits will be raised outside of this time period.