



Halifax Fan Ltd - Terms and Conditions of Sale

1. Validity

The price quoted remains valid for a period of 30 days and is fixed for the specified delivery period, unless withdrawn. VAT and delivery are not included unless stated otherwise. Any offer is based upon English Law.

2. Delivery

As each fan or spare part is designed to suit a particular application, delivery is stated on the individual quote. Delivery stated on the quotation is our best assessment at the time of quoting and is provisional. The actual delivery will be confirmed at time of order and may be dependent on the amount of work in hand at the time of order and the availability of materials and equipment not manufactured by us, e.g. motors, the delivery time from approval of our drawings.

If the motor or material is specified by yourself we cannot be held liable for any delay caused by late delivery of these items.

3. Damages or shortages on delivery

Claims for shortage or damage are only valid if made in writing within 5 days of delivery. If goods are examined on delivery, and a valid claim which is based on any defect in the quality or condition of the goods is notified in accordance with these Conditions, Halifax Fan may replace the goods (or the part in question) free of charge or, at its sole discretion, refund to the Customer the price of the goods (or a proportion), but Halifax Fan shall have no further liability.

4. Cancellation

The Customer can cancel an order, once placed, only with the written agreement of Halifax Fan. The cost of cancellation will be all costs plus 20% of total order value. Costs will consist of all materials, all applied labour and any third party incurred or anticipated costs.

5. Divisibility

Where delivery is to be made by installments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by Halifax Fan in respect of any one delivery shall not entitle the Customer to repudiate the contract or any installments remaining to be delivered thereunder.

6. Stainless Steel pricing. Beyond the quote validation date we reserve the right to apply a stainless steel surcharge. This will be based on the Outokumpu "Alloy Surcharge", should this have changed by more than 4% at time of order placement. For each 1% increase above 4%, quoted price will increase by 0.33%.

7. Currency. Unless otherwise stated the price quoted is in GBP, Sterling.

8. Terms of payment. Unless agreed in writing, the following Terms of payment apply:

New customers requiring credit must complete our credit application form. Credit accounts available on approval of status, payment strictly 30 days from invoice. For new customers or orders above £30k we require the following stage payment sequence.

10% with order - payable immediately

20% on submission of GA drawings - payable immediately

20% on completion of fabrication - payable immediately

50% on completion of manufacturing and notice to ship. - payable 30 days after invoice Orders are acceptable by post, fax or e-mail – we will not proceed with verbal order placement. Late payment Interest shall accrue at 2% per month or pro rata for any fraction of a month.

9. Title to the goods.

Ownership of the goods shall only pass to the Customer on payment in cash or cleared funds of all amounts owing.

HALIFAX FAN LTD

Mistral Works, Unit 11, Brookfoot Business Park, Eiland Road, Brighouse, West Yorkshire, HD6 2SD, UK

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Until full payment is made the Customer shall hold the goods as bailey of Halifax Fan with the revocable authority of Halifax Fan to make normal use of the goods in the ordinary course of business or to sell them unused on behalf of Halifax Fan and until such sale the Customer shall ensure that the goods are stored separately or otherwise clearly identifiable as the property of Halifax Fan and if so required shall immediately return the goods to the us. The Customer may not pledge or in any way charge the goods by way of security whilst they remain the property of Halifax Fan.

The Customer shall inform us forthwith of any such sale and shall hold the proceeds on trust for Halifax Fan for the outstanding balance of the sums owed. Until the sums owed have been fully discharged or accounted for the Customer shall if so required place and retain the proceeds of sale (or so much thereof as we may direct) in a separate bank account and /or account separately in the Customer's accounts for any moneys owing or paid to the Customer in respect of the sale/and or endorse a memorandum on the Customer's accounts stating our rights over the goods and the proceeds of the sale thereof.

10. Warranty.

Halifax Fan will repair or replace any fan, machine or part manufactured by it which proves defective within 18 months from despatch or 12 months from commissioning whichever is sooner, due to faulty material or workmanship provided it is returned carriage paid. If goods are not manufactured by us, it will pass on the maker's guarantees, but otherwise accept no liability for goods. All other conditions and warranties, statutory or implied, relating to reasonable fitness, merchantable quality, description or otherwise relating to the condition, quality or performance of the goods, are excluded except in the case of liability for death or personal injury arising from Halifax Fan negligence. Except as stated above liability is not accepted for any loss, damage, loss of use of products or consequential loss of whatever nature arising from a defect in or failure of any goods supplied.

Unless explicitly stated our warranty does not cover the following claims where:

1. The equipment has been subjected to unspecified conditions.
2. The goods have not been stored, installed, operated or maintained in accordance with our installation instructions.
3. The purchaser fails to provide written notice of the failure with 14 days of the claim arising.
4. The goods have been affected by erosion, corrosion or abnormal wear and tear.
5. Unauthorised repairs or alterations have taken place.

Our warranty excludes the costs of removal of the defective part or the goods and the costs associated with re installation.

The warranties set forth in these conditions of sale are exclusive and in lieu of all other warranties and guarantees (including any warranty of merchantability, suitability or fitness for use for any purpose or the purpose intended, or warrantee or guarantee as to description, quality, design, assembly, installation, materials or workmanship) whether written, oral or implied in fact or in law and whether based on statute, warranty, contract, tort (including negligence of any nature whether sole or concurrent) or otherwise.

11. Insolvency.

If any of the following apply:

The Customer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation; or

An encumbrancer takes possession of, or a receiver is appointed over, any of the property of the Customer; or

The Customer ceases, or threatens to cease, to carry on business; or

Halifax Fan reasonably apprehends that any of the above events is about to occur and notifies the Customer accordingly; Then, without prejudice to any other right or remedy, Halifax Fan shall be entitled to cancel the contract or suspend further deliveries without any liability to the Customer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

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12. Limitation of liability.

Save to the extent this limitation is limited by law, the seller's total liability pursuant to this contract, warranty or guarantee obligations, or by reason of any tort, statute or otherwise shall in no event exceed the contract (or purchase order) price. This clause shall survive any termination, default, cancellation or any other discontinuance of this project.

The seller shall not be liable by way of indemnity or by reason of breach of the contract, warranty or guarantee obligations, or of statutory duty or by reason of tort (including but not limited to negligence) or any other reason whatsoever for any loss of profit, loss of business, loss of contracts or for any special indirect or economic or consequential losses or damages. This clause shall survive any termination, default, cancellation or any other discontinuance of this contract.

13. Storage.

If we do not receive delivery instructions within 7 days of the date of notification that the goods are ready for despatch, we will raise an invoice for the goods and agreed payment terms will apply from the date of invoice. If we do not receive delivery instructions after 14 days we reserve the right to charge for storage of the goods.

14. Packaging.

Our standard packaging for fans and spare parts is shrunk wrapped onto a pallet; other packaging requirements will be chargeable.

If the Customer (which means the person who accepts Halifax Fan quotation for the sale of goods or whose order for goods is accepted by the Company) fails to return to us standard packing cases, crates and battens in good condition, carriage paid and advised within 30 days from date of despatch, then they will be charged for. Special cases or crates will be charged to the Customer and are not returnable.

15. Construction Materials.

Due to the technical nature requirements of our design it may be necessary to offer materials, which differ from those, requested in the initial specification. Please read our quote carefully and advise if the construction materials we have proposed in our quote are acceptable.

16. Material specification.

Equipment manufactured by Halifax Fan is made from material in accordance with the company's standard material specifications. Copies are available on request. Any tests certificates required which are in addition to those stated in the standard material specification may be subject to an extra charge.

17. Quality control.

Halifax Fan operates a quality management system fully documented with our Quality Procedure Manual to ISO 9001:2000.

BSI audits us twice yearly.

18. Design.

In the event of an order, detailed design calculations will be carried out and the company reserves the right to modify any aspect of the design should this prove necessary.

Any drawings, specifications, design details or other information supplied or revealed to the customer in connection with this proposal or the plant, goods or equipment to be supplied hereunder are supplied or revealed to them in confidence. All such information including design rights in the goods remains the property of Halifax Fan and the customer will not disclose and will take all reasonable steps to prevent disclosure of such data to third parties. The customer will not use any such information in connection with the manufacture or replacement of plant, goods or equipment or for any other purpose without our prior written consent.

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19. Statutory and other regulations.

If the cost to Halifax Fan of performing our obligations under the contract shall be increased or reduced by reason of the making of an amendment after the date of the proposal or any law or of any order, regulation or bye law having force of law that shall affect the performance of Halifax Fan obligations under the contract, the amount of such increase or reduction shall be added or deducted from the contract price as the case may be.

20. Contingency clause.

Halifax Fan shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of conforming to any statute or any rule, regulation, order or requisition made there under.

21. Propriety sub contracted components.

Propriety and subcontracted components will be chosen and purchased by Halifax Fan from an approved supplier under our quality policy. Purchaser approval of the proposed sub supplier will not be unreasonably withheld.

22. Acceptance.

This offer is subject to the agreed conditions of sale and to confirmation of acceptance by Halifax Fan upon receipt of the customers original order. All orders to be in the English language.

23. Documentation and delivery dates.

The Halifax Fan equipment offered is bespoke to suit an application and as such it is not always possible to offer bespoke drawings and extensive design data before we have engineered the fan. To carry out the engineering process requires detailed information from the customer.

24. Data required from the customer.

To allow us to complete the detailed manufacturing drawing and initiate purchasing of components, we require the following data, preferably with order, delay of this data could effect the delivery time.

- Confirmation of fan performance requirements.
- Confirmation of the gas or dust passing through the fan together with temperature and any constituents clearly identified.
- Inlet orientation.
- Discharge orientation.
- Handing.
- Motor position for belt drive fans.
- Zone and Category etc. for ATEX fans (refer to our ATEX Fan Enquiry Form).
- Provision of certified drawing (if not with our supply) with all weights, loads and centre of gravity data.

25. Standard documentation included.

Additional documentation not agreed at the time of ordering may be applicable to an additional cost; they could also have an impact upon the delivery of documentation pack.

All drawings supplied by Halifax Fan will be in ISO metric units. Electronic copies will be available of all documentation in PDF format, with the exception of certain propriety parts if the supplier is not able to provide.

Standard Documentation.		Submission date
1.	General arrangement drawing.	2 weeks following P/O and handing confirmation.
2.	Fan performance curve.	Upon request.
3.	Certificate of Conformity.	Upon request.
4.	Installation and operation manual. (Covering erection, maintenance)	With delivery.

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