

HEIDELBERG GRAPHIC EQUIPMENT LIMITED
TERMS AND CONDITIONS OF BUSINESS – SERVICES, SPARES AND CONSUMABLES
(effective October 2018)

These Terms and Conditions of Business relating to the provision by Heidelberg of Services, Spares and Consumables (the “**Supplementary Conditions**”) are supplementary to our General Trading Terms and Conditions. All definitions and rules of interpretation set out in the Heidelberg General Trading Terms and Conditions shall apply also to these Supplementary Conditions.

1. Heidelberg (including its servants and agents) shall not, under any circumstances, be liable to the Buyer for and the Buyer will indemnify and hold Heidelberg harmless against, all claims of all kinds and however and from whomever arising for spoilage of materials, loss of production, wastage of labour, loss of profit or damage to property. Heidelberg will indemnify the Buyer for direct personal injury or death attributable to any negligent act or omission by Heidelberg
2. The Buyer warrants that the person signing the acceptance that the work has been satisfactorily completed is acting with due authority to do so.
3. Heidelberg will render an invoice to the Buyer for the service, labour, parts, materials, and expenses in accordance with the details given overleaf, unless the work has been carried out under guarantee in accordance with Condition 7 of Heidelberg’s General Trading Terms and Conditions or under a contract in accordance with the Buyer Service Terms and Conditions.
4. Any invoice rendered pursuant to Condition 3 is due for payment within thirty (30) days of issue.
5. Heidelberg shall be entitled to interest upon all payments for the time being outstanding at an annual rate equal to 5% above the Bank of England base rate from time to time from the date that payment should have been made until the date of payment in full and whether before or after any judgement plus warehousing and all other costs. Heidelberg reserves the right to claim interest under the Late Payment of Commercial Debts Regulations 2013. The Buyer shall also reimburse Heidelberg all costs and expenses (including legal costs) incurred in the collection of overdue amounts.
6.
 - (a) If any part is delivered by Heidelberg with a defect or is not as ordered, the Buyer will inform Heidelberg’s Spares Department in writing and return the part to Heidelberg as soon as practicable.
 - (b) Heidelberg does not sell parts on a sale or return basis. In the event that a Buyer orders parts in error or has parts surplus to requirements, Heidelberg may at its own discretion agree to the return of those unused parts subject to a handling charge of up to 20% of the amount of the invoice rendered pursuant to Condition 4. Prior written agreement by Heidelberg to return parts and proof of delivery are a condition of such returns.
 - (c) The Buyer will ensure that all parts mentioned in this Condition 6 are returned in good working order (apart from any defects under which they may have been delivered) within seven (7) days of delivery or will provide proof of delivery to Heidelberg, failing which the full price will be repayable by the Buyer in accordance with Conditions 4 and 5 above.
7. The Buyer should refer to their own insurers to ensure that appropriate cover is in place to cover their own interests including the movement of machinery owned by them. This should minimally cover any risks where Heidelberg is not directly negligent.
8. Please note that any sale of services, spares and consumable products is subject to the Heidelberg Graphic Equipment Limited Trading Terms and Conditions relating to Consumables Sales, available to download from www.uk.heidelberg.com or on request.