

Terms and Conditions of Sales Orders

1. Upon receipt of a formal Customer Purchase Order, goods shall be delivered as per the delivery schedule specified in the Purchase Order Acknowledgement. The Sales Order Acknowledgement will contain all accurate details including the agreed despatch date, price, and any other relevant information. Northern Hydraulics Ltd., at its discretion, may accelerate/decelerate the delivery date with consent of Customer (which will not be unreasonably withheld). NORTHERN HYDRAULICS LTD. shall not be obliged to despatch early, late, or partially. Northern Hydraulics Ltd shall not accept deliveries penalties.
2. Forecasted usage WILL NOT be accepted as an official Purchase Order. Forecasted usage MUST be confirmed by an official authorised Purchase Order with the agreed lead time.
3. Any alterations requested to an acknowledged order following receipt of the Northern Hydraulics Ltd Sales Order Acknowledgment shall be done at Northern Hydraulics Ltd discretion and, it will be treated as such, on a case-by-case basis. Any agreed alteration may result in a financial adjustment which will be the responsibility of the customer, i.e.: change of an agreed despatch date, order quantities or design modifications etc
4. The Customer must notify Northern Hydraulics Ltd of any damage or shortages with 48 hours of receipt of goods delivery, otherwise Northern Hydraulics Ltd will not be obliged to rectify.
5. Customer shall not assign or transfer in any manner howsoever any of its obligations under the Purchase Order Agreement without the written consent of Northern Hydraulics Ltd.
6. Credit terms as agreed upon acknowledgment of Purchase Order must be strictly adhered to. Failure will result in interest charges on overdue amounts and potential account being on hold, i.e.: work will stop on any current Purchase Orders.
7. Customer shall prepare and send Non-Conformance Reports on rejected goods within forty-eight (48) hours of receipt of goods. This report must include factors for failure, recommended corrective, and preventative actions. Referencing the Purchase Order.

8. Northern Hydraulics Ltd. Warrants Goods against defects in title, workmanship, quality and defects in materials and design to the extent that Northern Hydraulics Ltd did not supply materials and design. If the Goods do not meet the warranty, Northern Hydraulics Ltd. will promptly make all repairs, modifications, or replacements necessary to comply with warranty. Warranty and Liability shall not apply to:
- i) Any deterioration of goods due to adverse environmental and/or working conditions.
 - ii) Any goods which have been damaged by unfair wear and tear, neglect, or improper use.
 - iii) In the case of, hydraulic equipment, a load has at any time been imposed in excess of Northern Hydraulics Ltd recommendations.
 - iv) Any goods that have been altered without Northern Hydraulics Ltd.'s consent.
 - v) Incorrect storage when not in use
 - vi) Any failure to maintain the product as set out on Northern Hydraulics Ltd, Care of Chrome guidance, which can be found on <https://northernhydraulics.com>.
9. Northern Hydraulics Ltd.'s warranty contained in Article 8 shall start at the date of manufacture and shall remain in full force for the duration of twelve (12) months.
10. Customer shall communicate any Warranty Claims as per the Warranty Claims process WCP 01, which can be found on <https://northernhydraulics.com>
11. Customer shall indemnify, defend, and hold harmless Northern Hydraulics Ltd, its employees, agents or sub-contractors against any claims, actions or proceedings arising from, in respect of any injury, death, sickness or ill-health caused to or suffered by the Customer and its personnel, any claim of infringement of patents, trademarks, and/or copyrights because of performance or non-performance of this Purchase Order.
12. Customer agrees not to divulge NORTHERN HYDRAULICS LTD. Proprietary Data outside of Customers Personnel and on a need-to-know basis to them. "Proprietary Data" i.e.: any plans, drawings, technical specifications, financial information, methods, processes, and any other Intellectual Property resulting from this Purchase Order. This information will be held Confidential perpetually.
13. Customer shall send all remittances to accounts@northernhydraulics.com stating the Purchase Order number and Northern Hydraulics delivery Reference.
14. NHL shall retain all titleship of ownership of goods until payment is received in full for same.

15. If Customer, at any time, terminates this Purchase Order in whole or in part. Customer must do so, by giving written notice to Northern Hydraulics Ltd. In the event of Notice being given Northern Hydraulics Ltd. shall be entitled to payment pursuant to the Purchase Order for all work completed at the time of Notice. Northern Hydraulics Ltd. shall be entitled to be reimbursed the actual cost of work in process, taking into consideration the lead time, which remains incomplete at the time of Notice.
16. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.
17. Failure by Northern Hydraulics Ltd to enforce a provision, or right, or recourse herein shall not constitute a waiver of such provision, right or recourse.
18. Except as expressly authorised by Northern Hydraulics Ltd., any failure of Customer and Northern Hydraulics Ltd. to reach an agreement regarding dispute related to this Purchase Order shall result in Purchase Order Works being put on hold.
19. The construction, validity and performance of this Purchase Order Agreement shall be governed by English law and disputes arising between the Parties shall be referred to the Northern Ireland courts to which jurisdiction the Parties agree to submit.
20. These Terms and Conditions supersedes and cancels all prior representations, undertakings, contracts, or other documents, whether oral or written, between the parties regarding the subject of this Purchase Order. In the event of a conflict between any of the terms of these Terms and Conditions and any other documentation, the Terms and Conditions contained herein shall take precedence.