

Hitachi Construction Machinery UK Ltd
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Tel: +44 (0191) 430 8400

Reliable solutions

Bill to:

M. J. HICKEY (PLANT HIRE) LIMITED
Unit 11 Cbc, Bristol Way
Slough
Berkshire
SL1 3TD
GBR

Ship to:

M. J. HICKEY (PLANT HIRE) LIMITED
Marchwood WTW
Bury Road
Marchwood
Southampton
Hampshire
SO40 4UD
GBR

Number	INV-118597
Date	18/12/2025
Customer No.	C080372
Customer ref.	Gabi ZX95-7
Order no.	SORD-161589
Payment terms	030_EOM
Due date	30/01/2026
Salesman	Balint Pataki

Line	Man	Item number	Description	Qty	Unit	Unit price	Discount	Net U/P	Net amount
1		YD00009476	SWITCH;TUMBLER	1.00	ea	264.60	26.46	238.14	238.14

APPROVED by DH

to Charge on

Sales subtotal	Total Charges	Total discount	Total excl. VAT	VAT %	VAT total	Total incl. VAT	Currency
264.60	0.00	26.46	238.14	20	47.63	285.77	GBP

Bank Account Name: Hitachi Construction Machinery UK Ltd
Bank: NatWest (GBP), 40 King Street, South Shields, NE33 1HF

Sort Code: 55 50 34 **Account No:** 61628158 **Currency:** GBP
BIC Code: NWBKGB2L **IBAN:** GB64NWBK55503461628158

Hitachi Construction Machinery UK Ltd

Registered Office: Monkton Business Park North Hebburn Tyne and Wear NE31 2J

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VAT No: GB 164 6407 60 **Company Reg No:** 01082975



HITACHI CONSTRUCTION MACHINERY UK LIMITED STANDARD CONDITIONS OF CONTRACT FOR SALE OF GOODS AND SERVICES

1. DEFINITIONS

In these Conditions: "the Seller" means Hitachi Construction Machinery (UK) Limited. "the Purchaser" means the other party to the Contract. "the Manufacturer" includes the manufacturer of any of the Goods. "the Contract" means the contract between the Seller and the Purchaser for the sale and purchase of the Goods and Services (or any of them) in accordance with these Conditions. "the Goods" means the goods agreed to be sold by the Seller to the Purchaser pursuant to the Contract. "the Services" means the services to be provided by the Seller to the Purchaser pursuant to a Contract. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. THE CONTRACT

- 2.1 An order constitutes an offer by the Purchaser to purchase Goods and Services (or any of them) in accordance with these Conditions. The order shall only be deemed to be accepted when the Seller issues written acceptance of the Order or begins to provide Goods or Services (whichever is earlier) at which point and on which date the Contract shall come into existence.
- 2.2 Subject to the provisions of the Unfair Contract Terms Act 1977 the Seller shall have no liability and the Purchaser confirms that it has not relied upon and shall not be entitled to (and waives, together with any remedy pursuant to the Misrepresentation Act 1967) any claims or remedy in respect of any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and together with the Contract constitute the entire agreement between the parties relating thereto.

3. SPECIFICATIONS

- 3.1. The description and specification of the Goods and Services (or any of them) is as agreed between the Purchaser and Seller and (where applicable) is as set out in any quotation ("Quotation") or order form ("Order Form") issued by the Seller. In relation to spare parts, the specification thereof shall be the specification that corresponds to the Manufacturer's part number for the part(s) that the Seller has agreed to supply.
- 3.2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 3.3. If before the supply of the Goods (whether before or after the formation of the Contract) the Manufacturer modifies their specification, the modified specification shall be substituted for any specification in the Quotation or Order Form or otherwise agreed between the Purchaser and the Seller and: 3.3.1) the Purchaser shall accept the Goods manufactured in accordance with the modified specification; and 3.3.2) the Purchaser shall pay any increase in the Manufacturer's price resulting from such modifications.
- 3.4 The Seller warrants that the Services will be supplied with reasonable skill and care.

4. PRICE AND PAYMENT

- 4.1. In relation to the sales of spare parts and used equipment, any prices quoted by the Seller are exclusive of the cost of delivery. The Seller's delivery charges in respect of such Goods shall be added to the price payable.
- 4.2. Subject to clause 4.1, all quoted prices include delivery to the delivery address agreed by the Seller, provided that the Purchaser shall pay to the Seller in addition to the quoted price: 4.2.1) all packing costs; 4.2.2) all taxes duties and charges whatsoever imposed by any Government or other authority and payable in respect or by reason of the sale or delivery of the Goods for any part thereof whether or not the same were payable at the date of formation of the Contract and including (without prejudice to the generality of the foregoing) charges for import, export or currency licences, turnover or purchase taxes and duties of customs and excise; 4.2.3) the amount of any increase in the cost to Seller of supplying or delivering the Goods or any part thereof occurring after the formation of the Contract for any reason whatsoever including (without prejudice to the generality of the foregoing) changes in the Manufacturer's prices, rates of exchange, landing charges and port duties and the cost of carriage, insurance and handling; 4.2.4) any increase in the cost to the Seller arising from delivery of the Goods to a place at a time or in a manner other than that previously agreed by the Seller resulting from any request made by the Purchaser or any other reason whatsoever beyond the control of the Seller.
- 4.3. Unless the Seller has agreed to grant the Purchaser trade credit or the parties have agreed a timetable for invoicing and payment, the Purchaser must make payment for the Goods and Services (or any of them) in full, without any deduction or set-off, on or prior to delivery of the Goods or completion of the Services and the Seller shall not be under any obligation to deliver the Goods and Services (or any of them) to the Purchaser unless such payment is received in cleared funds. If the Purchaser fails to make payment on or before the date when payment is due, then the Seller shall be entitled (without prejudice to any other right or remedy of the Seller hereunder): 4.3.1) to charge interest thereon from the due date for payment until payment or resale of the Goods at the rate of 5 per cent per annum above Barclays Bank Plc Base Lending Rate for the time; 4.3.2) to give the Purchaser written notice that the Seller intends to take steps to resell the Goods within a stated period being not less than seven days. If the Purchaser fails within that period to pay the purchase price (and interest thereon) the Seller shall be entitled to resell the Goods and shall be released from all obligations under the Contract and the Purchaser shall pay to the Seller: 4.3.2.1) interest pursuant to clause 4.3.1; 4.3.2.2) charges for and incidental to the storage and handling of the Goods until their delivery under the resale; 4.3.2.3) the excess of any expenses incurred by the Seller in making delivery under the resale over such expenses as would have been incurred by the Seller hereunder; and 4.3.2.4) any other losses or expenses incurred by the Seller as a result of or arising from the Purchaser's failure to pay the price within the stated period.
- 4.4. Where the Seller has agreed to grant the Purchaser trade credit or has specifically agreed a schedule for invoicing and payment: (4.4.1) payment must be made in accordance with the terms of such agreement, and time of payment is of the essence of the Contract; (4.4.2) the Purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any set-off or counterclaim; (4.4.3) any trade credit granted to the Purchaser can be withdrawn at any time at the Seller's entire discretion and with immediate effect on the Seller giving notice to the Purchaser, and if so withdrawn the Purchaser must make payment in full for all Goods and Services (or any of them) on or prior to delivery (or if the Goods and Services (or any of them) have already been delivered, immediately); (4.4.4) if the Purchaser fails to make any payment when due, the Seller shall be entitled to charge interest thereon from the date when due until payment at the rate of 5 per cent per annum above Barclays Bank Plc Base Lending Rate for the time being; (4.4.5) if the Purchaser fails to make any payment when due, the Seller may as its discretion withhold services including warrantable repairs.
- 4.5. Customers trading on a cash sales basis are required to make a deposit of £300 prior to the Seller carrying out an initial inspection for repairs. Deposit amounts will be refundable where repair works are found to be warrantable. Where works are not covered under the manufacturer's warranty, or have been caused by the purchaser's negligence, no deposit amounts will be returned. All repairs beyond an initial inspection deposit value are required to be paid in advance.

5. DELIVERY OF GOODS

- 5.1. The Purchaser shall take delivery of the Goods within seven days of notification from the Seller that the Goods are ready for delivery.
- 5.2. Time or date of delivery is not of the essence of the Contract and any time or date specified by the Seller as the time at which or the date on which the Goods will be delivered is given with the intention of being an estimate only. The Seller shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery beyond the estimated time of delivery.
- 5.3. If the Seller is prevented (directly or indirectly) from making delivery of the Goods or any parts thereof by reason of acts of God, war, strikes, lockouts, trade disputes, fire, breakdowns, interruptions of transport, government action or any cause whatsoever (whether or not of the like nature to these specified above) outside its control the Seller shall be under no liability whatsoever to the Purchaser and shall be entitled at its option (to be notified to the Purchaser in writing) either to cancel this Contract or to extend the time of its performance.
- 5.4. Unless otherwise stated in writing the Seller shall be entitled to make partial deliveries and to determine the route and manner of delivery of the Goods and shall for the purpose of section 32(2) of the Sale of Goods Act 1979 be deemed to have the Purchaser's authority to make such Contract with any carrier that the Seller shall deem reasonable.

6. LICENCES

- 6.1. If it is necessary for the fulfillment of the Contract: 6.1.1) for the Purchaser to hold or obtain any import, export, currency or other licence, consent or authority, the Purchaser shall be obliged to obtain the same; or 6.1.2) for the Seller to hold or obtain any such licence, consent or authority, the Seller shall apply for the same but if the same is refused this Contract shall terminate on notice that the Purchaser will not reapply and neither the Seller nor the Purchaser shall be under any liability in respect of thereof.

7. PASSING OF PROPERTY, RISK AND INSURANCE

- 7.1. Title to the Goods shall not pass to the Purchaser until the Seller has received payment in full (in cash or cleared funds) for the Goods and any other goods or services that the Seller has supplied to the Purchaser.
- 7.2. Until title to the Goods has passed to the Purchaser, the Purchaser shall: 7.2.1) hold the Goods on a fiduciary basis as the Seller's bailee; 7.2.2) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Seller's property; 7.2.2.1) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; 7.2.2.2) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; 7.2.2.3) notify the Seller immediately if it becomes subject to any of the events listed in clause 7.4 below; and 7.2.2.4) give the Seller such information relating to the Goods as the Seller may require from time to time.
- 7.3. If before title to the Goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in 7.4 below, or the Seller reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Purchaser to deliver up the Goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.
- 7.4. If the Purchaser becomes subject to any of the events listed in this sub-clause 7.4, or the Seller reasonably believes that the Purchaser is about to become subject to any of them and notifies the Purchaser accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may terminate the Contract or suspend all further deliveries or Services under the Contract or under any other contract between the Purchaser and the Seller without incurring any liability to the Purchaser, and all outstanding sums in respect of Goods delivered or Services provided to the Purchaser shall become immediately due. The relevant events are: 7.4.1) the Purchaser suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; 7.4.2) the Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Purchaser is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser; 7.4.3) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser, other than for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser; 7.4.4) (being an individual) the Purchaser is the subject of a bankruptcy petition or order; 7.4.5) a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; 7.4.6) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser; 7.4.7) (being a company) a notice is filed, or an application or order is made, for a statutory moratorium pursuant to Part A1 of the Insolvency Act 1986 in respect of the Purchaser 7.4.8) (being a company) an application is made for leave to convene a meeting of the creditors (or any class of the creditors) of the Purchaser to consider a restructuring plan pursuant to Part 26A of the Insolvency Act 1986, or an order is made to sanction a restructuring plan under that Part; 7.4.9) (being a company) a floating charge holder over the Purchaser's assets has become entitled to appoint or has appointed an administrative receiver; 7.4.10) a person becomes entitled to appoint a receiver over the Purchaser's assets or a receiver is appointed over the Purchaser's assets; 7.4.11) any event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned herein; 7.4.12) the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; 7.4.13) the Purchaser's financial position deteriorates to such an extent that in the Seller's opinion the Purchaser's capability to adequately fulfil its obligations under the contract has been placed in jeopardy; and 7.4.14) (being an individual) the Purchaser dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 7.5. The Goods are at the Purchaser's risk from the occurrence of the first time of either of the following event: 7.5.1) the passing of property to the Purchaser; or 7.5.2) the physical delivery of Goods to the Purchaser.
- 7.6. The Seller shall be under no obligation to give the Purchaser the notice referred to in section 32(3) of the Sale of Goods Act 1979.
- 7.7. The Purchaser shall advise the seller in writing of any dispute within 14 days of invoice date.

7.8. The Seller will only accept returns of Goods comprising non-defective spare parts, whether purchased from the website www.hitachim.co.uk ("the Website") or "over the counter" at any of the Seller's service depots ("Spare Parts"), on the following basis:

- 7.9.1) Spare Parts ordered by Seller for the Purchaser specifically to fulfil the Contract ("Special Orders") cannot be returned and no refunds will be given. 7.9.2) in relation to Spare Parts that are not Special Orders, returns will be accepted at the absolute discretion of the Seller and any refund given will in any event be subject to a handling fee of i) 15% for returns made between 0-90 days from the original delivery date, ii) 50% for returns made between 90-181 days from the original delivery date, of the VAT exclusive price, which will be deducted from the refund given. Spare Parts are not eligible for return after 181 days. Any Spare Parts that are accepted for return by the Seller must be returned at the cost and risk of the Purchaser to the Seller's specified service depot.

8. WARRANTIES AND OTHER CONDITIONS

- 8.1. In respect of Goods that comprise used or second-hand equipment: 8.1.1) any details thereof given by the Seller are for the purpose of identifying the Goods and do not make the Contract a sale by description; 8.1.2) the Goods are sold "as seen". The Seller makes no representations and gives no warranties as to the quality, condition, state or description of the Goods. All implied statutory or common law terms, conditions and warranties as to the Goods are excluded to the fullest extent permitted by law;
- 8.1.3) without prejudice to the provisions of clause 8.1.1 and 8.1.2, to the extent that the benefit of any warranties made by the manufacturer or previous seller of the Goods to the Seller can be assigned to the Purchaser, the Seller shall (if requested by the Purchaser and at the cost of the Purchaser) assign them to the Purchaser.
- 8.2. In respect of Goods that comprise new equipment or new spare parts: 8.2.1) the Seller shall (to the extent that it is able to do so) assign to the Purchaser the benefit of any warranty made by the manufacturer of the Goods; and 8.2.2) all implied statutory or common law terms, conditions and warranties as to the Goods are excluded to the fullest extent permitted by law.
- 8.3. The Purchaser must notify the Seller of any defect in the Goods within 7 days of delivery or, in the case of a latent defect, within a reasonable period of the latent defect having become apparent. If the Purchaser has not given notice of any defects in the Goods within the relevant time period, it shall be deemed to have accepted the Goods.
- 8.4. Nothing in these Conditions shall limit or exclude the Seller's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 8.5. Subject to clause 8.4: 8.5.1) the Seller shall under no circumstances be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and 8.5.2) the Seller's total liability for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the Goods or Services in respect of which a claim arises.
- 8.6. Neither party shall be liable for any failure or delay in performing its obligations under the contract to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 8.7. The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 8.8. The Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 8.9. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 8.10. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 8.11. Except as set out in these conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.

9. PROPER LAW

- 9.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 9.2. All of our products are being provided from manufacturers who are held in great esteem and enjoy unparalleled reputation for quality. However, they may be in areas which are not operating independently assessed quality systems to the extent that this is being applied in the Hitachi Construction Machinery (UK) Limited. Thus, unless specifically requested by the customer on their order, goods may not necessarily come from sources independently assessed to ISO 9001/9002.