

# HOX Solutions Ltd

## Terms and Conditions of Sale (B2B)

### Company Details:

HOX Solutions Ltd  
Unit 4 Astra Centre  
Royle Barn Road  
Rochdale  
OL11 3DT  
Company Number: 17064375

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### 1. Definitions

In these Conditions: - **Company** means HOX Solutions Ltd - **Customer** means the person, firm or company purchasing Goods or Services - **Contract** means any agreement for the sale of Goods and/or Services - **Goods** means the products supplied by the Company - **Services** means any services supplied by the Company

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### 2. Basis of Contract

- 2.1 These Conditions apply to all Contracts to the exclusion of any other terms.
  - 2.2 No variation shall be binding unless agreed in writing by both parties.
  - 2.3 A Contract is formed when the Company accepts an order in writing, or supplies Goods or Services.
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### 3. Business and Consumer Customers

- 3.1 The Company primarily supplies Goods and Services to business customers.
  - 3.2 Where the Customer is acting in the course of a business, these Conditions apply on a business-to-business basis.
  - 3.3 Where the Customer is acting as a consumer, certain provisions of these Conditions will not apply and statutory consumer rights shall take precedence. Consumers should refer to Section 21 for additional terms applicable to consumer sales.
  - 3.4 The Customer shall indicate at the time of ordering whether it is acting in the course of a business or as a consumer.
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### 4. Quotations

Quotations are valid for 30 days unless otherwise stated and are subject to these Conditions.

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## **5. Price**

- 5.1 Prices are ex-works and exclude VAT, delivery, packaging and insurance unless agreed otherwise.
  - 5.2 The Company may adjust prices to reflect increases in costs beyond its control.
  - 5.3 A minimum order charge may apply and will be advised at the time of order.
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## **6. Payment**

- 6.1 Payment terms are as stated on the invoice.
  - 6.2 Time for payment is of the essence.
  - 6.3 The Company reserves the right to charge interest on overdue sums at 8% per annum above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
  - 6.4 The Customer shall not withhold payment unless required by law or agreed in writing.
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## **7. Retention of Title**

- 7.1 Title to Goods shall not pass until full payment has been received.
  - 7.2 Until title passes, the Customer shall: - store Goods separately and clearly identified - not remove or obscure identifying marks - maintain Goods in satisfactory condition
  - 7.3 The Company may recover Goods where payment is overdue. The Customer irrevocably licences the Company, its employees and agents, on reasonable notice, to enter any premises where the Goods are stored for the purpose of recovering them, provided that such entry is carried out during normal business hours and without use of force.
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## **8. Delivery and Risk**

- 8.1 Delivery takes place when Goods are made available at the agreed location.
  - 8.2 Risk passes on delivery.
  - 8.3 Delivery dates are estimates only.
  - 8.4 The Company shall not be liable for delays caused by factors outside its reasonable control.
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## **9. Returns**

- 9.1 Returns require prior authorisation.
  - 9.2 Goods must be returned in original condition and packaging.
  - 9.3 Returns may be subject to a reasonable restocking charge.
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## **10. Inspection and Claims**

- 10.1 The Customer shall inspect Goods as soon as reasonably practicable after delivery.
- 10.2 Any damage or shortage should be notified within 3 working days of delivery where reasonably apparent on inspection.
- 10.3 Where it is not reasonably practicable to identify an issue within that period, the Customer shall notify the

Company within a reasonable time after discovery.

10.4 Any defects must be notified within a reasonable time and in any event within 6 months of delivery.

10.5 The Customer shall provide sufficient details of any claim to allow the Company to investigate.

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## **11. Quality**

11.1 The Company warrants that Goods will: - correspond with their description - be of satisfactory quality

11.2 The Company does not warrant fitness for a particular purpose unless expressly agreed in writing.

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## **12. Limitation of Liability**

12.1 Nothing in these Conditions excludes or limits liability for: - death or personal injury caused by negligence - fraud or fraudulent misrepresentation

12.2 Subject to clause 12.1, the Company's total liability arising under or in connection with the Contract shall not exceed the value of the Goods or Services supplied.

12.3 The parties agree that this limitation is reasonable having regard to: - the price of the Goods or Services - the availability of insurance to the parties - the ability of the Customer to source alternative suppliers - the allocation of risk between the parties

12.4 The Company shall not be liable for: - loss of profits - loss of business - loss of anticipated savings - indirect or consequential losses

12.5 The Customer is responsible for ensuring that the Goods are suitable for its intended use except where expressly agreed in writing.

12.6 All limitations and exclusions in this clause are subject to the requirement of reasonableness under applicable law.

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## **13. Force Majeure**

13.1 The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control.

13.2 Such events may include (without limitation): - acts of God, flood, fire, earthquake or extreme weather - war, terrorism, civil unrest or riots - strikes, labour disputes or industrial action - failure or interruption of utilities, transport networks or supply chains - epidemics, pandemics or public health emergencies - cyber-attacks, system failures or loss of data - acts, regulations or restrictions imposed by government or public authorities

13.3 If such an event continues for a prolonged period, either party may terminate the Contract on written notice without liability.

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## **14. Termination**

The Company may suspend or terminate supply if the Customer: - fails to pay on time - becomes insolvent

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## **15. Intellectual Property**

All intellectual property rights remain the property of the Company unless otherwise agreed.

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## **16. Confidentiality**

Both parties shall keep confidential any commercial or technical information.

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## **17. Data Protection**

17.1 Both parties shall comply with applicable data protection laws including the UK GDPR and Data Protection Act 2018.

17.2 The Company may process personal data of the Customer and its personnel for the purposes of: - administering the Contract - fulfilling orders and deliveries - accounting and credit control - maintaining business records

17.3 The lawful basis for processing is the performance of the Contract and the Company's legitimate interests in operating its business.

17.4 Personal data shall be retained only for as long as necessary for these purposes, including legal, accounting and regulatory requirements.

17.5 The Company shall implement appropriate technical and organisational measures to protect personal data.

17.6 Personal data may be shared with third parties where necessary for contract performance, including carriers, payment providers and professional advisers.

17.7 The Company does not transfer personal data outside the UK unless appropriate safeguards are in place.

17.8 Data subjects have rights including access, rectification, erasure and restriction, which may be exercised by contacting the Company.

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## **18. General**

17.1 The Company may subcontract its obligations.

17.2 The Customer may not assign the Contract without consent.

17.3 If any provision is unenforceable, the remainder shall remain valid.

17.4 A person who is not a party to the Contract shall not have any rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

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## **19. Governing Law**

These Conditions are governed by the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

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## **20. Credit Accounts**

19.1 Credit facilities may be offered at the Company's discretion and may be withdrawn at any time.

19.2 Standard terms are 30 days end of month unless otherwise agreed in writing.

19.3 The Company may set and vary credit limits at its discretion.

19.4 If the Customer exceeds its credit limit or fails to pay on time, the Company may suspend further supply and require payment on a pro forma basis.

19.5 The Company reserves the right to carry out credit checks and request financial information.

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## **21. Consumer Sales (Distance and Off-Premises Contracts)**

20.1 Where the Customer is acting as a consumer, statutory rights under the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013 apply and take precedence over these Conditions.

20.2 The Company's identity and contact details are set out at the beginning of these Conditions.

20.3 The total price payable, including delivery charges where applicable, will be confirmed to the consumer prior to order acceptance.

20.4 Consumers purchasing at a distance (including online, telephone or mail order) have the right to cancel the Contract within 14 days from the day after delivery of the Goods.

20.5 To exercise the right to cancel, the consumer must notify the Company in writing (email or post). A model cancellation form is available on request.

20.6 Upon cancellation: - the consumer must return the Goods within 14 days of cancellation - the consumer is responsible for return costs unless the Goods are faulty - the Company will refund all payments received, including the cost of standard delivery (but excluding any enhanced or expedited delivery option chosen by the Customer), within 14 days of receiving the returned Goods

20.7 The consumer is responsible for any diminished value of Goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.

20.8 The right to cancel does not apply to: - Goods made to the consumer's specification or clearly personalised - Goods which are liable to deteriorate or expire rapidly

20.9 The Company will handle complaints in a reasonable and timely manner. Consumers may contact the Company using the details provided above.

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## **22. Bespoke and Tooling**

21.1 Where Goods are manufactured to the Customer's specification, orders cannot be cancelled once production has commenced.

21.2 The Customer shall indemnify the Company against any claim that the manufacture or supply of such Goods infringes third party rights.

21.3 Unless otherwise agreed in writing, all tooling, dies, drawings and related materials remain the property of the Company, even if a charge is made for them.

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