

Terms and Conditions of sale 2025

Supplier terms and conditions of sale

1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing and constitute the entire agreement between us. The Customer waives any right it might otherwise have to rely on any term contained in any documents of the Customer that is inconsistent with these Conditions.
2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.
3. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and the like and legal and professional fees and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.
4. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
5. Samples are not supplied free of charge except at our discretion.
6. Normal commercial limits will apply, unless specified on your drawing accompanying your enquiry, or stated in writing by you before acceptance of order.

Delivery

7. EXPEDITED DELIVERY- Should delivery of work be required sooner than the normal time requisite for its proper production, every effort will be made to secure freedom from defects, but reasonable allowance must be made by customer in such cases. Should the delivery necessitate overtime being worked or other additional cost being incurred, a charge may be made to cover enhanced cost.
8. QUANTITY DELIVERED- Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by force majeure or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
9. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by force majeure or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
10. If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
11. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
12. the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
13. If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
14. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Property & Risk

15. CUSTOMERS PROPERTY- Customers property, when supplied will be held entirely at customers risk as regards fire or other unforeseen damages. Every care will be taken to get the best results where materials are supplied by customers but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

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16. No responsibility is accepted in the case of goods or material supplied to us by the Customer for us to undertake work on same, if faulty workmanship on our part reduces the value of such goods or material.
17. Any goods supplied by us and admitted by us to be defective will be replaced if required but our liability shall in no case extend to any consequential or other damages.
18. We accept no responsibility, and we are not to be liable for the cost of work or other charge expended or put upon goods supplied by us and subsequently found defective.
19. The goods shall remain the sole and absolute property of the Supplier as legal and equitable owner until such time as the Customer shall have paid the Supplier the agreed price together with the full price of any other goods the subject of any other contract with the Supplier.
20. Until such payment, the Customer shall be in possession of the goods solely as Bailee for the company and in a fiduciary capacity and shall store the goods in such a way as to enable them to be identified as the property of the company. The company reserves the right of re-possession of any goods to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the buyer hereby grants an irrevocable right and licence to the company's servants and agents to enter upon or into all or any of its premises or vehicles with or without the company's own vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the company thereunder or otherwise.
21. The buyer shall be at liberty and may in the ordinary course of its business sell and deliver the goods or any product produced with the company's goods to any third party as sellers Bailee and in a fiduciary capacity and provided that the entire proceeds of sale are held in trust for the company and are not mingled with any other monies and shall at all time be identifiable as the company's and such persons monies. The buyer agrees immediately upon being so requested but the company to assign to the company all rights and claims which the buyer may have against its customers arising from such sales until payment is made in full as aforesaid.
22. If the goods are destroyed by the occurrence of an insured event prior to the passing of title in accordance with clause 16 above, the buyer shall hold the proceeds of such insurance in trust for the company always separate from any other monies and identifiable as the companies' monies.
23. Where materials are free issued to Supplier then the Customer agrees that it shall not apply any back or other charges because of such materials being scrapped in whole or part during the manufacturing process. Unless otherwise agreed by the Supplier scrap produced as by-product of any manufacturing process shall belong to the Supplier.

Ownership

24. Background Intellectual Property: shall mean Intellectual Property relevant to the Project which is in the possession of Supplier prior to the commencement of the Project or generated after commencement of the Project but independent of the Project. Such Intellectual property shall include (without limitation) all rights in relation to the design or manufacture of the tools
25. Where part cost tool prices are charged, it is clearly understood that the tool shall remain the property of this company. In the case of full tool cost being charged, these tools will be maintained and stored free of charge and may only be removed from our factory by mutual consent, as the design element of these tools remain the property of WRR PEDLEY.

Price, invoicing & Payment

26. Unless otherwise agreed, packing be charged at cost and credit in full will be given on return carriage paid (if in good condition). No deductions will be allowed from our invoices other than credits from the company.
27. TOOL SETTING CHARGES- These will be made at current costs on repeat orders for uneconomic quantities.
28. Our price is based on the drawing sent with your enquiry and if detail not clear, our interpretation of same. Any changes to the part as quoted relating to dimensions, specifications, tolerance, and inspection methods etc. May alter our offer.
29. The purchase orders placed on us are divisible. If the goods and/or services are delivered/completed in instalments, each instalment completed thereunder. i) shall be deemed to arise from a separate contract, and ii) shall be invoiced separately and any invoices for an instalment shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any contract.
30. The price of the Goods shall be the price set out in the Order.
31. The Supplier may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (i) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or (iii) any delay caused by any

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instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

32. The price of the Goods excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
33. The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery. The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
34. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
35. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Limitation

36. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability. References to liability in this clause include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
  - i. Nothing in the Contract limits any liability for:
    - a. death or personal injury caused by negligence;
    - b. fraud or fraudulent misrepresentation;
    - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
    - d. defective products under the Consumer Protection Act 1987; or
    - e. any liability that legally cannot be limited.

Subject to this clause, the Supplier's total liability to the Customer shall not exceed the amount recoverable under the Supplier's insurance.

37. The Customer agrees and accepts that the following types of loss are wholly excluded:
  - i. loss of profits;
  - ii. loss of sales or business;
  - iii. loss of agreements or contracts;
  - iv. loss of anticipated savings;
  - v. loss of use or corruption of software, data or information;
  - vi. loss of or damage to goodwill; and
  - vii. indirect or consequential loss.

Termination

38. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
39. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
40. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - i. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - ii. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
41. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 39. i to clause 39. ii, or the Supplier reasonably believes that the Customer

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is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

42. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
43. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
44. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
45. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

General

46. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six (6) months, the party not affected may terminate the Contract by giving ninety (90) days' written notice to the affected party.
47. Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
48. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
49. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
50. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
51. The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
52. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
53. Each party undertakes that it shall not at any time during the Contract and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clauses 53,54 and 55 below.
54. Each party may disclose the other party's confidential information:
55. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 52, 53, 54 and 55; and
56. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
57. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.