



Standard Terms and Conditions of Sale
Issue 2

Definitions

"The Buyer"	Means the person, firm, company or other corporation who purchases Goods and/or Services from the Company.
"The Customer"	Means the person, firm, company or other corporation who purchases Goods and/or Services from the Company.
"These Conditions"	Means the conditions that apply to all present and future orders and/or contracts for the sale or supply of goods and/or materials by Stanmar Ltd ["the Company"] to the exclusion of any Terms & Conditions stipulated by the buyer of any other agreement
"The Company"	Means Stanmar Ltd, a company registered in England under number 06623204 whose place of business is at Bamfurlong Industrial Park, Staverton, Cheltenham, Gloucestershire, GL51 6SX
"We / Us"	Means "The Company" as detailed above
"Working Days"	Means any other day other than Saturday, Sunday or any public Bank Holidays
"The Contract"	Means the contract for the sale and purchase of the goods constituted by these conditions, purchase order and order acknowledgement
"Technical Information"	Means all information applicable for the manufacture and processing of any goods or products, specifications, drawings etc....
"Writing"	Means written communication in the form of email, headed letter and any other comparable means of communication
"Quotations"	Means formal written documentation detailing our offer of services
"The Goods"	Means the goods, including any instalment of the goods, or any part of them as described in the purchase order
"The Order"	Means the written purchase order provided by the customer
"Ex-Works Address"	Means the address of Stanmar Ltd, Bamfurlong Industrial Park, Staverton, Cheltenham, Gloucestershire, GL51 6SX
"Processed Goods"	Means the goods supplied by the byer for processing only, not full manufacture

General

Quotations are provided upon request and orders for manufactured product and services are accepted subject to the following conditions. Any conditions that you seek to impose will be inapplicable unless expressly accepted in writing signed by a Company Director or Business Development Manager.

Quotations

Unless previously withdrawn, a quotation is valid for acceptance within the period stated therein, or when no period is stated within six months after its issue date. Verbal or ROM estimates are for guidance only and are not binding upon us, until all applicable information is provided or trials are performed. By which case or formal quotation will be provided. All necessary technical information including drawings, specifications and model files must be provided at RFQ stage, with the permission of the design authority as applicable. All conditions of supply as detailed within the quotation must be addressed and mutually agreed prior to order placement.

Advertising Matter

Specifications, description and illustrations contained in our catalogues, brochures, websites or other advertisement matter are intended to give only a general idea of the goods, work or services concerned and none of these shall form part of the contract.

Delivery Lead Time

All lead times quoted are working days only. The dispatch or delivery lead times are estimates only, and are from receipt of accepted purchase order and accompanying technical information and goods as applicable. The delivery lead time shall be extended by a reasonable period if a delay in manufacturing or processing is caused by instructions or lack of instructions from you or by industrial

dispute or by any cause beyond our reasonable control.

All forecast delivery updates will be communicated via the Production Team as and when required.

Revised improvements to quoted delivery times are confirmed in writing by the Production Team only.

Collection/ Delivery Charges

All quotations provided are based on ex-works completion for both manufactured and processed goods, and do not include delivery unless otherwise stated. Carriage remains at cost as applicable. In some instances collection and delivery will not incur any additional charge; however, this will remain at the discretion of the company. Any special arrangement required to be made to meet requirements not previously quoted for will be the subject of an additional charge, in particular, the cost of carrier charges and postal charges, unless otherwise agreed in writing.

Payment

The prices quoted or given in our acknowledgement of order are strictly net and exclusive of VAT. Payment shall be due, together with the supplementary costs (if any) of carriage, packing and any special tests, certification or any other NRC's not included in the unit price on or before the 30th day after the day of despatch of the goods or of notification that the goods are ready for collection where delivery is to be ex-works.

Interest at the rate of 2% per month and proportionately for part of a month shall accrue on all overdue payments.

Prices

Customers must state the quote reference number on all purchase orders to reduce the risk of any price discrepancies and to ensure no time is lost resolving any potential pricing queries. Failure to do so may result in a different price being invoiced which

may take precedence over the quotation price.

If by reason of any increase in the rates of wages payable to labour or in the cost of material, fuel, gas, electricity, insurance, transport or other services or conforming to such laws, orders, regulations and bye-laws as are applicable to the purchase order contract or apply to or affect us in the performance of our obligations under the contract, above the rates and costs ruling at the date of our acknowledgement of order, the cost to us of performing our obligations under the contract shall be increased. Any amendment to costs notice will be provided in writing to the buyer detailing the items affected. Any revised price shall be payable as from the date of the notice taking precedence over the original contract price. Any subsequent amendments will be dealt with in a similar manner.

Subject to any such price amendment notice, the buyer has the right to cancel the balance of any such purchase order up to 10 working days from the notice date in writing. In such instances, we will charge for the work carried out to date only at the pre-notice prices. Outside of the 10 day window, we shall be entitled to complete and charge for any such articles in WIP at the time of the price amendment notice publication.

Lien

For so long as any account remains unpaid we shall have an absolute right of lien upon any of your goods that may be in our possession or under our control and we may enforce such lien whenever and to the extent that any payment is two months' overdue without previous notice to you. We also withhold the right to delay delivery at the buyers' liability for unpaid accounts until such account has been settled satisfactorily.

Standards

Unless otherwise agreed in writing the quality and finish of work shall be undertaken to the applicable technical standards as specified and provided as applicable to the class of work, type, quality and finish of the product concerned.

We cannot investigate or accept any liability for any defects (whether any defect is apparent on inspection or not of free issue goods) unless a written claim is made within 14 days of the receipt of the goods stating the alleged defect in standard or in quality of work or finish. Any potential ambiguity in the interpretation of any applicable standards must be mutually agreed at a suitable stage of contract should any dispute be realised or highlighted.

Tests

Our products and processes are suitably inspected and where applicable submitted to standard tests before dispatch. Special tests not identified in our acknowledgement of order may be chargeable. In the case of standard destructive tests such as hardness and adhesion, these would require the provision of suitable test pieces of which are the buyer's responsibility to provide unless otherwise agreed. The cost for the standard testing is part of the manufactured or processed unit pricing.

Performance

We will accept no liability for failure to attain any performance measurements quoted by us unless we have specifically guaranteed them in the contract. If the performance measurements obtained on any standard test provided for in the contract are outside the acceptance limits specified therein, you will be entitled to reject the goods, however you will allow reasonable time, support and opportunity to investigate and if applicable rectify the concern by the most suitable method available within the parameters of the technical

specifications applicable.

The buyer assumes responsibility that all technical specifications and drawing designs stipulated are sufficient and suitable for your purpose.

Any technical advice offered by us remains subject to trials and approvals and does in no way override the technical specifications until mutually agreed and documented accordingly.

Matching

We shall be under no obligation to ensure that any goods or components or parts are an exact match or that one batch exactly matches another, whether the colour or finish are defined by reference to a sample or by description. Where a colour or finish is specified in the contract by reference to a sample or description, you shall accept as complying with the contract all parts which are in accordance with the relevant technical specification unless otherwise agreed. Any pre agreed standard of finish must be to an agreed sample with suitable boundaries of acceptance by way of samples. We shall be under no liability for any failure to provide a suitable match if failure is due wholly or partly to differences in the materials from which the respective goods or components are made, whether that be free issue to conforming supplied.

Defects

We shall be under no liability for rejects of processed only goods arising in respect of any defect appearing in any goods or component which is due or partly due to the free issue components, its design or method of manufacturing, or any process or treatment applied thereto by any person other than ourselves.

We undertake to correct or rectify free of charge any defects which, under proper use, appear in goods or components outside the technical specification parameters of the

subject of the Contract within a period of six months after leaving our works or half their average working life whichever is the shorter. Only defects which are due to faulty materials, manufacturing or special processing undertaken by us will be accepted provided there has been no maltreatment thereof and provided further that we are notified in writing immediately such defects appear and the defective goods are returned to us for rectification.

This undertaking shall be accepted by you in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such goods or components or as to the manner in which work is completed as provided in this clause we shall be under no liability, whether for breach of contract or of statutory duty or otherwise in respect of any defects therein or for any service or advice in relation thereto or for any injury (other than death or personal injury caused by negligence on our part as defined in the Unfair Contract Terms Act, 1977) or for any loss or damage resulting from such defects or from any work done in connection therewith.

Defects or shortages in any delivery shall not be a ground for cancellation by the buyer of the remainder of the order or contract or for withholding any payment

Export Contracts

In the case of goods or work for export we will provide reasonable opportunity to inspect and test contract goods at our works before dispatch. We shall not be liable for any defects arising after such an opportunity has been given and the goods have been approved and dispatched. We will not be held responsible for return transportation.

Any excessive costs incurred due to administration of export contracts

may be chargeable, however we do not accept responsibility of any export implications that may arise without prior agreement.

Extras

The prices given in our acknowledgement of order include only for such work and services as are specified therein. The extra cost of any work not specifically required by the Contract shall be added to the Contract price and paid for accordingly and all such work shall be carried out subject to these conditions.

Loss or Damage in Transit

We shall be under no liability for any loss or damage in transit unless due to negligence on our part or that of our employees, contractors or agents and then only if notice in writing of such loss or damage is received by us within 7 working days after delivery or where delivery is made by our own transport, within a reasonable time after receipt of the advice note. Any claims for non-delivery must be made within 7 days after receipt of the advice note.

Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed "not examined" otherwise the consignment will be deemed to have been examined and found correct

Packaging

All items will be suitably packaged offering suitable protection included within our contract prices. Any defined requirements surplus to our standard packaging may be chargeable, depending upon specifics and customer profile.

Items despatched to us for processing should be suitably packed having regard, inter alia, to their manufacturing tolerances, quality and the inherent value of the items in question. We assume that you are expert in the preparation of your

goods for shipment. We will reuse the same packing where practical and packed to at least as good as standard for return to you. Any additional packaging requirements, whether required by you, or deemed necessary by us to protect the work, will be chargeable.

Non Recurring Costs (NRC's)

All NRC's as advised via quotation are applicable for each suitable requirement, with invoices being submitted accordingly to facilitate each NRC requirement. All NRC's are typically chargeable to the first order only for each item as required. However NRC's may also be charged as part of a mutually agreed improvement program with costs attributed as deemed suitable.

Insurance

We shall insure all customers' goods against loss and damage at the time of receiving an order or at the time of being awarded a contract. The incidents are limited to accidental damage, fire, lightening, storm, tempest, water damage, earthquake, riot, civil commotion and malicious damage and theft when forceful entry/exit has taken place within the building.

Goods valued in excess of £5,000 for any one item, batch or purchase order shall be identified clearly by the customer indicating their true value either on the contract prior to signing or on individual purchase orders. Should the customer require insurance cover in any way different from that offered then we must be given adequate time prior to the receipt of the goods in to our Works and furthermore, we reserve the right to re-quote for processing any goods which are subject to risk due to value. Customers at the time can request updated insurance cover which will be fully chargeable on a case by case basis or they must increase their own cover to make up any short fall.

Limitation of liability

Except as otherwise provided under set conditions, our liability whether arising from damage or loss during process or loss of product due to any other event shall be restricted to a limited breach of contract or a statutory duty other than in respect of claims for death or personal injury caused by negligence as defined in the Unfair Contract Terms Act, 1977. Product damage or loss shall be limited to two and a half times the contracted price either quoted or agreed at the commencement of the work. We shall not be liable for any loss of profits or loss of contracts or loss of use or for any indirect or consequential loss or damage whatsoever.

Confidential Information

All specifications, drawings, technical descriptions and details of processes (hereinafter called information") submitted with our quotation or supplied to you pursuant to the Contract are supplied in confidence. You shall keep the information confidential and shall not disclose the same to any third party without prior written consent and shall use the same only for the purposes of the Contract. Nothing in this clause shall prevent us from undertaking or offering to undertake for third parties any work or services similar to or designed to achieve the same results as the work or services provided under this Contract.

Likewise we will adhere to any customer specific confidentiality agreement as applicable for all technical information as detailed above.

Jigs or tooling

Any jigs, fixtures or tools made by us for the purpose of the Contract shall remain our property notwithstanding that the cost thereof may be included in whole or in part in the contract

price. All drawings and information relating to such fixtures, tools and jigs remain our property and our copyright and you undertake that you will not copy or make use of the same for the benefit of any third party without our prior written consent. Customers' supplied tooling and NRC tooling kept on the premises will be required to be entered on an official tooling register signed off and agreed by both parties. Failure on the buyers point to undertake this exercise will mean that all customers' tooling held on site will be at the customers risk in all circumstances.

The Company accepts on loan from the buyer any tools or gauges etc but does not accept any liability for loss or damage.

Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the buyer and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person mutually agreed upon, or failing agreement within 30 days of the receipt of such notice, to some person appointed by the President for the time of the Institute of Metal Finishing

Legal Construction

Unless otherwise agreed in writing, the Contract shall in all respects be construed and operate as an English Contract and in conformity with English law and the English Courts shall have exclusive jurisdiction over any matter arising out of the provisions.

Force Majeure

Without prejudice to the generality of any of the foregoing conditions, the Company shall not be liable for any loss or damage caused by the non-performance or delay in the

performance of any of its obligations hereunder if the same is occasioned by any cause whatsoever which is beyond the Company's reasonable control. Should any such event occur the Company may cancel or suspend this Contract without incurring any liability for any loss or damage thereby occasioned.