



Standard Terms and Conditions.

The customer's attention is drawn in particular to clause 8.

1. INTERPRETATION

1.1 Definitions:

Business Day	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	means the period from 8.00 am to 4.30 pm on any Business Day.
Conditions	means the terms and conditions set out in this document as amended from time to time in accordance with clause 11.2.
Contract	means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	means the person who purchases the Goods from the Supplier.
Delivery Location	has the meaning given in clause 4.2.
Force Majeure Event	means an event, circumstance or cause beyond a party's reasonable control.
Goods	means the goods (or any part of them) set out in the Order.
Order	means the Customer's order for the Goods.
Specification	means the specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
Supplier	means Twin Engineering Limited (registered in England and Wales with company number 05160845).

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as

illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. BASIS OF CONTRACT

- 2.1 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.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer must ensure that the terms of the Order and the Specification submitted by the Customer are complete and accurate.
- 2.3 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.
- 2.4 The Customer waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by or on behalf of the Supplier are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. GOODS

- 3.1 The Goods are described in the Specification.
- 3.2 The Supplier reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and shall notify the Customer in any such event. If any such amendment will materially change the nature or quality of the Goods, the Customer may, within five Business Days of the date of the Supplier's notice, cancel the order.

4. DELIVERY

- 4.1 The Supplier agrees to provide that:
 - 4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the job number, the type and quantity of the Goods (including the code number of the Goods, where applicable).
 - 4.1.2 it states on the delivery note if it requires the Customer to return any packaging materials, in which case the Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 Delivery in accordance with clause 4.5 shall be the default method of supply for the Goods. However, the Customer may collect the Goods where collection has been expressly agreed in writing between the parties. Where

collection has been expressly agreed in writing between the parties, the Customer shall collect the Goods from the Supplier's premises or from such other location as the parties may agree in writing (**Collection Location**). No collection shall take place unless such written agreement is in place.

- 4.3 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.4 Delivery is completed on the completion of unloading the Goods at the Delivery Location or loading the Goods upon collection.
- 4.5 Delivery to any location with an MK postcode shall be provided free of charge. For delivery outside an MK postcode, the Customer shall pay the delivery charge specified in the Supplier's quotation or if no amount is specified therein a reasonable amount notified to the Customer by the Supplier from time to time, and such charges shall form part of the price payable under the Contract.
- 4.6 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 or failure in delivery of the Goods that is caused by a Force Majeure Event 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.
- 4.7 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer in writing that the Goods are ready for delivery, then, except where such failure 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:
 - 4.7.1 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
 - 4.7.2 the Supplier shall store the Goods until actual delivery takes place, and shall, without limiting its rights, be entitled to charge the Customer for all related costs and expenses (including insurance).
- 4.8 If ten Business Days after the date on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, without limiting its rights and after deducting reasonable costs and expenses related to storage (including insurance) and selling, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. **QUALITY**

- 5.1 The Supplier warrants that on delivery the Goods shall:
 - 5.1.1 conform with the Specification; and
 - 5.1.2 be free from material defects in material and workmanship; and
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- 5.2 The Supplier shall not be liable for the Goods' failure to comply with clause 5.1 if:
- 5.2.1 any defect arises as a result of the Supplier following any drawing, design or specification supplied by or on behalf of the Customer;
 - 5.2.2 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.2.3 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.3 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with clause 5.1 and the Supplier's sole obligation shall be to repair or replace the Goods at its option. These remedies are the Customer's exclusive remedies, and the Supplier shall have no further liability in respect of any defect.
- 5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery or collection (as the case may be).
- 6.2 Title to the Goods shall not pass to the Customer until:
- 6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date on which risk passes to the Customer, whether on delivery or collection;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4; and
 - 6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 the Customer's ongoing financial position.

7. PRICE AND PAYMENT

- 7.1 The price of the Goods shall be the price set out in the Order.

- 7.2 The Supplier may, by giving notice in writing to the Customer at any time up to ten Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 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);
 - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give or delay by the Customer in giving the Supplier adequate or accurate information or instructions.
- 7.3 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.
- 7.4 The Customer shall pay each invoice submitted by the Supplier:
- 7.4.1 within 30 days of the date of the invoice; and
 - 7.4.2 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.
- 7.5 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 under clause 9, 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 7.5 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%.
- 7.6 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).

8. LIMITATION OF LIABILITY

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 8.2 Nothing in the Contract limits any liability for:
- 8.2.1 death or personal injury caused by negligence;
 - 8.2.2 fraud or fraudulent misrepresentation;
 - 8.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 8.2.4 defective products under the Consumer Protection Act 1987;
 - 8.2.5 any liability that cannot legally be limited; or
 - 8.2.6 the Customer's payment obligations under the Contract.

- 8.3 Subject to clause 8.2, the Supplier's total liability to the Customer for any and all claims arising in connection with the Contract shall not exceed £40,000.
- 8.4 Subject to clause 8.2, the following types of loss are wholly excluded:
- 8.4.1 loss of profits (including loss of anticipated savings);
 - 8.4.2 loss of sales or business;
 - 8.4.3 loss of agreements or contracts;
 - 8.4.4 loss of or damage to goodwill; and
 - 8.4.5 indirect or consequential loss.
- 8.5 This clause 8 shall survive termination of the Contract.
- 8.6 Where the Goods are manufactured to any drawing, design, or specification provided by the Customer, the Supplier shall have no liability for any loss or defect arising from or connected with such information, whether wholly or partly caused by it.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 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 seven days of it being notified in writing to do so;
 - 9.1.2 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;
 - 9.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.1.4 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.
- 9.2 Without limiting its other rights or remedies, the Supplier may suspend supply 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 9.1.2 to clause 9.1.4, or the Supplier reasonably believes that the Customer 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.
- 9.3 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.

- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's 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 the Customer shall pay immediately on receipt.
- 9.5 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.
- 9.6 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.

10. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving not less than 14 days' written notice to the affected party.

11. GENERAL

11.1 Entire agreement.

- 11.1.1 The Contract constitutes the entire agreement between the parties.
- 11.1.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.

11.2 Variation.

- 11.2.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.3 Waiver.

- 11.3.1 Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

11.4 Severance.

- 11.4.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is

deemed deleted under this clause 11.4.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.5 Notices.

11.5.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

11.5.1.1 delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

11.5.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: gary@twinengineering.co.uk

Customer: any address used by the Customer in connection with the Order.

11.5.2 Any notice shall be deemed to have been received:

11.5.2.1 if delivered by hand, at the time the notice is left at the proper address;

11.5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

11.5.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

11.5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.6 Third party rights.

11.6.1 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.

11.7 Governing law.

11.7.1 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.

11.8 Jurisdiction.

11.8.1 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.