

# R&A ENGINEERING LTD

## TERMS & STANDARD CONDITIONS OF SALE

### DEFINITIONS

~ "We" "Us": R&A Engineering Ltd, of

7 Farnbrough Close, Stocklake Park, Aylesbury,  
Buckinghamshire, England, HP20 1DQ

~ "Conditions": These terms and conditions together  
with any additional conditions agreed in writing by Us.

~ "Goods" Items manufactured by Us on your behalf  
or engineered by Us on your behalf pursuant to an  
Order

~ "Information" Specifications, measurements, and all  
other details provided by you to enable Us to fulfil an  
Order

~ "Order" An offer by you to buy Services subject to  
the Conditions

~ "The Price" The Price for the Services or Goods

~ "Services" The production, engineering and other  
manufacturing services agreed to be provided by Us  
to you

~ "Specifications" The Specifications of the Services  
as described by you or in your purchase order and/or  
drawings together with all measurements and other  
details necessary to enable Us to deliver the Services

### 1. AGREEMENT TO SUPPLY SERVICES

1.1 If we provide a quotation, then on acceptance,  
you offer to take and pay for the Services at the Price  
subject to the Conditions.

1.2 We accept this offer, and are bound by this  
agreement when you have paid any deposit specified  
in the quotation in cleared funds.

1.3 Where no quotation has been given, an Order is  
not binding upon Us until We have entered it onto our  
production system.

1.4 All agreements between you and Us are subject  
to these Conditions to the exclusion of all others,  
unless We have agreed a prior variation with you in  
writing.

1.5 If prior to acceptance onto our production system,  
you decide not to proceed with an Order, then subject  
to a minimum of five working days notice being given  
to Us, We will accept the withdrawal of such offer.

1.6 Where the offer is for Us to produce batches of  
Goods, then upon any notice of cancellation as  
above, you will pay to Us all production and other  
costs incurred up to the point of that cancellation.

1.7 Where a qualification sample has been produced  
by Us for you, and you do not subsequently place an  
Order for production, then We will charge you the  
actual costs of production.

### 2. THE PRICE AND PAYMENT

2.1 The Price is exclusive of VAT.

2.2 Any deposit paid by you will be set against the  
Price.

2.3 Where a price is quoted for specific batch sizes to  
be manufactured, and the quantities ordered are  
lower than those in the original quotation, then the  
Price will be increased to reflect the actual quantities  
ordered.

2.4 Quotations are valid for thirty days from the date  
of issue and thereafter fresh quotations should be  
requested.

2.5 If during the course of the agreement between us,  
there

-is an increase in material or labour costs which is  
beyond our control, then such increase shall be  
passed onto you.

2.6 Payment of the Price is as specified in the  
quotation. If no time for payment is specified, then  
payment is due within thirty days of the end of the  
month of invoice on which the invoice is delivered.

2.7 Interest on any unpaid Price or part of the Price  
shall accrue from the date when it becomes due until  
paid at a rate of 2% above Nat West Bank Plc base  
rate (whether before or after any judgment).

2.8 If any part of the Price is not paid by you when it  
is due, then We reserve the right to end this  
agreement and to return to you any part of the Price  
not then allocated to any Goods, other than the  
deposit, at which time the agreement between us  
shall be ended but without prejudice to any rights We  
may have against you at that time.

2.9 We reserve the right to charge an administration  
charge of not less than £50.00 plus VAT if the Price  
is not paid when due.

### 3. THE SPECIFICATION

3.1 You guarantee that any Information supplied to  
Us and the Specifications will be complete and  
accurate and that if they are not, and the result is an  
increase in costs to Us, then you will be responsible  
for paying that increased cost.

3.2 Where you have provided materials to Us to  
enable Us to perform the agreement between us,  
then you warrant:

3.2.1 That such materials are fit for the purpose.

3.2.2 That such materials are your own property free  
from any encumbrances and agree to indemnify Us  
against any liability or losses that We may suffer as  
result of your breach of this warranty.

3.3. We warrant that We will only use these materials  
for your purposes and that We will return any surplus  
material to you or deal with it as directed by you  
provided that such directions are given within  
fourteen days of completion of the Services.

### 4. WARRANTIES

4.1.1 If in the course of providing the Services, any of  
the materials used carry manufacturers' warranties  
these will be passed to you. Any claim under those  
warranties should be addressed to the manufacturer.

4.1.2 Subject thereto, we warrant that the Goods will  
correspond to the Specification at the time of delivery  
provided that we do not accept any responsibility  
under this warranty until the Price has been paid in  
full.

4.2 You will be deemed to have accepted the Goods  
five working days after delivery of them. You should  
therefore inspect the Goods immediately upon  
delivery.

4.3.1 If any of the Goods do not work satisfactorily  
upon inspection, then you should notify Us  
immediately whereupon We shall, at our option:

(a) Replace the non-working item with the same item;  
(b) Replace it with a similar item of equal value  
(c) Repay the Price

4.3.2 If it is not possible to replace the rejected item  
with one of equal value, but only with one of greater  
value, then We will give you the option either to:

(a) Reject the item completely  
(b) To accept the replacement item and pay the  
additional cost

4.4 Where the Goods are old and/or second hand,  
then all warranties are excluded to the full extent  
permitted by law and in particular We cannot  
guarantee that the Goods are suitable for their

purpose or are of merchantable quality. This exclusion does not affect any of your statutory rights. If however there is any defect in the Goods as a result of any work carried out by Us, then provided such defect is notified to Us within five working days of delivery, We will put right such defect free of charge.

4.6.1 No warranty on our part, whether express or implied, will apply if damage has been caused to the Goods by you. In particular, We accept no liability where the Goods are, or becomes defective as a result of

a) Any failure to follow any servicing schedule recommended by Us.

b) Your failure to maintain the Goods

c) Any incorrect operation, or misuse, of the Goods.

4.6.2 We accept no liability to you for any defect in the Goods, or if we do not perform the Services in the manner provided for in the quotation, if this is as a result of inaccurate or inadequate Information supplied by you or if the Specification is incomplete or inaccurate in any way.

4.7.1 If you are purchasing the Goods or the Services as part of a business transaction then, save in respect of death or personal injury caused by our negligence, We are not liable to you for any indirect, special or consequential loss or damage (whether loss of profit or otherwise) or for any other costs, liability or expenses arising out of or in connection with the supply of the Goods or their use by you, or arising out of or in connection with the provision of the Services.

4.7.2 Our entire liability under this agreement shall in any event not exceed the Price in these circumstances (save in respect of death or personal injury caused by our negligence).

## 5. DELIVERY OF THE GOODS

5.1 Delivery of the Goods will be made by you collecting them from our factory upon notification that they are ready, at which time the risk in them will pass to you

5.2 If We agree to deliver the Goods to you at some other place, the risk in the Goods shall pass to you once they have left our factory. Insurance of the Goods is your responsibility once the Goods have left our factory. We reserve the right to charge for delivery.

5.3 Dates quoted for delivery of the Goods are given in good faith but approximate. We do not accept any liability for any loss or damage whatever resulting from Us failing to deliver the Goods on any day, since normally any such delay will be due to circumstances beyond our control.

5.5 The Goods may be delivered by Us in advance of any quoted delivery date upon giving notice to you.

5.6 If you refuse to take delivery of the Goods when requested, or fail to give Us adequate delivery instructions then (without prejudice to any other remedies) We may at our option:

(a) Store the Goods until actual delivery and charge you for the reasonable costs (including re-delivery and insurance) of so doing; and or

(b) Sell the Goods at the best price readily available and (after deduction of all reasonable storage and selling expenses) charge you for any shortfall.

## 6. INSOLVENCY OF BUYER

6.1 This clause applies if:

6.1.1 You make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an Administration Order or go into liquidation or;

6.1.2 An encumbrance takes possession or a receiver is appointed of any of your property or assets; or

6.1.3 You stop or threaten to stop carrying on business; or

6.1.4 We reasonably believe that any of those events is about to occur and tell you this.

6.2 In these circumstances, and without prejudice to any other remedies available to Us:

6.2.1 We shall be entitled to cancel the contract between us or suspend any further deliveries without any liability to you and if the Goods have already been delivered but not paid for, the Price is immediately due and payable notwithstanding any previous agreement to the contrary.

6.2.2 If the Goods have already been delivered and we have no ownership in them, then we assert our lien over such Goods and shall require you to immediately deliver them up to Us upon request and for this purpose you hereby irrevocably authorise Us to enter your premises or any other premises where the Goods are being stored for the purpose of delivering them to Us, The Goods will be retained until full payment of the Price.

## 7. OWNERSHIP OF THE GOODS

7.1 Regardless of delivery and acceptance, and the passing of risk, you will not become the owner of the Goods until you have paid Us the Price in full.

7.2 If the Price is not paid in full when due then We shall be entitled to

7.2.1 Retain any material with which you have supplied to Us for the purpose of fulfilling this Agreement and to sell such material as your agent, accounting to you for the sale proceeds of it net of all outstanding Price and cost of storage, sale and any other expenses which we have incurred as a result of your failure to pay the Price in full.

7.2.2 Suspend this Agreement in so far as it has not been completely performed by Us and/or terminate this contract.

7.3 Until you become the owner of the Goods you will keep them separately from your own property, although you may use them in the usual way. You will give the Goods back to Us if We ask you to do so.

7.4 If you do not give the Goods back to Us, then We are entitled to enter into any premises owned, occupied or controlled by you where the Goods are stored and repossess them.

## 8. BUYER'S RIGHTS

8.1 The Specifications and Information shall remain your property and will, following completion of the Services, on application be returned to you.

8.2 You may appoint a representative to approve and inspect the Goods and /or work in progress subject to:

(a) You giving not less than ten working days notice

(b) You attending our premises for the purpose of such inspection at a time agreed between us and in any event within normal working hours.

## 9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9. None of the terms of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## 10. APPLICABLE LAW

10. These Conditions are governed by, and shall be construed in accordance with, the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any action or proceedings and to settle any disputes, which may arise out of or in connection with them.