

# MALVERN TUBULAR COMPONENTS LTD

## Terms and Conditions of Contract

1. **APPLICATION.** All quotations, tenders, offers and or contracts are made, and all work is carried out subject to these conditions unless otherwise agreed in a written document signed by a Director of Malvern Tubular Components Ltd.  
No variation or omission from or addition to these conditions shall have any effect. We do not accept, and any contract between us shall not be subject to, any conditions whatsoever sought to be imposed by you (the customer).
2. **QUOTATIONS.** Any quotation, tender or offer will not remain open for any fixed period unless stated otherwise in writing and we reserve the right to withdraw the same at any time before confirmatory notice of the contract is given by us in writing.  
All prices quoted are for delivery ex-works unless stated otherwise in writing.
3. **ACCEPTANCE.** Acceptance by you of any quotation, tender or offer shall not become binding on us and no contract shall be formed until confirmatory notice is given by us in writing and this will normally be done as soon as your acceptance is received with sufficient information for us to proceed with the order.
4. **PRICE.** If after the date of quotation, and at any time before delivery, the cost to us of completing the contract is increased by reason of increase in the cost of materials, labour, transport or variation in currency exchange rate or from any other cause outside our control, the contract price shall be increased. Prices are quoted strictly net for payment in full, VAT is excluded and will be payable at the rate ruling at the date of despatch.
5. **TERMS OF PAYMENT.** Unless we state otherwise in writing payment shall be due by the 30th calendar day after the date of invoice. Should you make default in paying the sum due under any contract as and when it become due, we reserve the right either to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.  
In the event payment becomes overdue we shall be entitled to interest on the overdue amount for the period overdue at 1.50% per month.
6. **DELIVERY.** Any dates or times given for despatch or delivery or completion of work are given in good faith but must be regarded as estimates only and any liability for or in connection with delay is not accepted by us.  
Where the price quoted for goods includes delivery to your premises you shall provide clear access for receiving the goods together with suitable equipment for the removal of the goods from our transport. Any extra cost incurred for want of reasonable facilities for unloading shall be payable by you.
7. **INSTALMENT AND SCHEDULED QUANTITIES.** Where goods are delivered by instalment or to schedule each delivery shall be deemed to be sold under separate Contract and these conditions shall apply to each such Contract mutatis mutandis. From date of receipt of a schedule plus eight weeks forward shall be taken as a firm requirement to deliver, all amendments must be made in writing and agreed to by ourselves.
8. **FORCE MAJEURE.** In the event of our being delayed or prevented from making delivery owing to fire, strikes, act of God, War or Government, breakdown of machinery, difficulty in obtaining machinery, tooling, workmen or material, transportation delays or any means whatsoever beyond our control or enactment of any kind, import or export regulations, labour difficulties, shortage of labour, or in the event of non-delivery by our suppliers or damage to or destruction of the whole or any part of the goods, we shall be at liberty to cancel or suspend the contract without any liability for loss or damage resulting therefrom.
9. **STORAGE.** If the goods are not despatched due to lack of forwarding instructions or failure to make due payment for goods or postponed scheduled delivery requirements or default on your part, we shall be entitled to arrange for storage and all charges arising therefrom shall be payable by you.
10. **CARRIAGE AND PACKING.** All goods sent carriage paid will be consigned at the cheapest rate unless you instruct us to the contrary, in which event any additional cost will be payable by you. Crates, packing cases and stillages will be invoiced.
11. **LOSS OR DAMAGE IN TRANSIT.** Any allegation of loss or damage to goods in transit must be notified in writing to ourselves and the carriers within three days of delivery.
12. **DEFECTS.** We agree to repair or to replace (at our option) goods of our manufacture which may prove faulty from defective material or workmanship provided that:
  - (a) Notice in writing of such defect is given to us within three days after the date of delivery.
  - (b) We are given an opportunity to examine the consignment in part or in whole as we consider necessary.
- (c) You have complied with all terms and conditions binding upon you as per this document.
13. **DAMAGES.** We will not be liable for consequential loss or damage of any kind.
14. **BOUGHT-IN GOODS.** In the event of your acquiring goods from or through us which we have acquired in substantially the same form from a manufacturer (or their Agent) whether such goods are used by us as a component part of a larger item ordered by you or not, our liability to you in respect of the goods concerned shall not in any event exceed the liability of the manufacturer to us.
15. **FREE ISSUE.** All contracts involving your free issue supply of templates, tools, dies, jigs or materials are undertaken subject to you being responsible for the delivery of such to our works within the time stated on order acceptance and in a satisfactory condition for their purpose.
16. **FITNESS FOR PURPOSE.** You shall assume complete responsibility that any performance requirements, specifications or equipment stipulated by you are sufficient and suitable for purpose and to the extent that you or third parties to your order supply drawings, specifications, designs or production samples, templates, tools, dies, jigs, or materials for us to work to or with, you shall undertake complete responsibility for the accuracy, correctness, and fitness for purpose of such and shall save us harmless from all loss, damage and/or expense arising from any inaccuracies, defects, incorrectness or unfitness for purpose therein, and from any infringement of patent rights or copyright resulting therefrom.
17. **TOOLING, DIES AND JIGS.** We shall be solely entitled to the property and use of all tooling, dies and jigs provided by us: except where otherwise agreed in writing we shall be solely entitled to the property and use of all tooling, dies and jigs where an agreed part charge or contribution towards the cost of such is levied, we will undertake to reserve all tooling, dies, and jigs exclusively for the manufacture of products against your orders where you have paid the full cost of such. We reserve the right subject to informing you in writing to dispose of tooling, dies and jigs if they are not used for a period of 12 months. Such tooling, dies, and jigs will be delivered to you for your safe keeping at your request.
18. **CANCELLATION.** Should we accept your request to cancel a contract there shall be a cancellation charge of £100.00 to cover administrative and selling facilities and overheads. We shall be entitled to compensation for all costs incurred including gross materials, direct labour, work facilities and overheads. Liability for cancellation of orders delivered by instalment or to schedule shall include any outstanding liability at the time of cancellation including prior schedules, plus any liability relating to forward production or materials purchased for a period of 12 weeks following the last delivery instalment or written schedule issued by you.
19. **PROPERTY.** The property in the goods the subject of any contract between us which have been delivered to you (prior to the payment in full for the goods the subject of this contract) shall remain ours until they have been paid for in full.  
In the event that you resell goods supplied by us prior to the passing of the property therein to you such resale shall be effected by you as bailee for us and the proceeds of any such resale shall be received or receivable by you for and on our behalf unless all debts owing to us by you in respect of goods supplied by us have been paid for in full.
20. **INSURANCE.** Goods supplied by us shall be at risk immediately on delivery to you or into custody on your behalf (whichever is sooner) and you should therefore arrange insurance accordingly unless we have specifically agreed in writing to arrange insurance on the goods.
21. **LIEN.** In addition to any right of lien to which we may be entitled we shall (in the event of your insolvency) be entitled to a general lien on all your goods in our possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to you by us as under the same or any other contract.
22. **LAW.** The construction, validity and performance of all agreements which incorporate or are made subject to all or any of these conditions shall be governed by the Laws of England.
23. **EXEMPTION OF LIABILITY.** The foregoing terms and conditions supersede and exclude all conditions, warranties, statements or liabilities implied by statute, common law or otherwise. The foregoing terms and conditions supersede and exclude all express conditions, warranties, statements or liabilities which are not stated herein whether as to quality or not.  
We shall have no liability for or in connection with defects or failures in goods or work or incorrect delivery or loss or damage or injury caused by or arising from any negligence or tort whatsoever.