

Marril Ltd – Standard Terms and Conditions of Sale

1. ACCEPTANCE

The abridged present terms and conditions of business supersede any prior agreements. The full terms and conditions can be provided on request.

2. DELIVERY

- a. The supplier reserves the right to deliver quantities +/- 5% as compared against the original order quantity.
- b. The suppliers accepts no responsibility for failure to deliver later than agreed delivery period.
- c. Delivery shall be completed as follows; FOB and ex-works on completion of loading, delivered on arrival of the goods at the delivery location.
- d. For FOB and ex-works, If the customer fails to collect within 3 days of notification that the goods are ready for collection, then delivery will be deemed to occur on the 4th day from notification.
- e. The supplier may deliver the order in instalments.

3. PRICE AND PAYMENT

- a. The price is as quoted and will be subject to VAT.
- b. For non- credit accounts, payment is required in advance of shipment.
- c. For credit accounts, cleared payment must be made at the end of the month following invoice.
- d. The supplier reserves the right to remove credit facilities.
- e. Where tooling is the subject of the order, the supplier's terms are as follows;
 - 30% with order
 - 30% materials on site
 - 30% parts of tool
 - 10% PSW
- f. The supplier reserves the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause. In such a case the purchaser shall pay interest on the unpaid amount from that time until payment, at the HMRC statutory interest rate.

g. There is no right of set-off. The Supplier expressly states that all amounts are due and payable as presented.

4. QUALITY AND DELIVERY

- a. Orders cannot be cancelled without the express written consent of the supplier.
- b. No returns are permitted without prior consent from the supplier, notification of which must be in writing within 3 days of delivery.
- c. The supplier is entitled to inspect the goods in question.
- d. When practicable, the supplier will replace the damages goods free of charge. If this is not practicable, the supplier will refund the cost of the goods.
- e. The value of the refund will not be more than the value of the goods.
- f. Liability for consequential losses is explicitly excluded.

5. FORCE MAJEURE

The supplier shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under this contract due to any cause of whatever nature outside the reasonable control of the supplier including but not limited to civil commotion and causes arising from the acts or omissions of the purchaser.

6. TITLE

- a. Whilst the risk in the products shall pass to the purchaser on delivery, the ownership of the goods shall remain with the supplier until such time as all sums owing to the supplier whether under this contract or any other contract have been paid.
- b. The supplier shall retain title to goods delivered until such time as payment is made and confirmed
- c. The supplier reserves the right to repossess any of the products while any monies under any contract are outstanding and for this the purchaser hereby

grants an irrevocable right and licence to the supplier to enter all or any of its premises.

7. DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

8. PRICE VARIATIONS

a. The supplier reserves the right without notice to alter the price of goods due to circumstances beyond the suppliers control and to correct errors and omissions.

9. QUOTATIONS

Quotations are valid for 30 days, unless stated otherwise.

10. SUB-CONTRACTING

The supplier reserves the right to sub-contract at its discretion any part of any work or the supply of any goods.

11. JURISDICTION

Each party irrevocably agrees that all matters concerning this contract shall be governed by the laws of England and Wales.

12. VARIATION OF TERMS

No variation of the contract shall be effective unless it is in writing and signed by the supplier.

12. TERMINATION

The supplier may terminate the contract with immediate effect if the customer becomes subject to a termination event.