

A.M. Philpot (Hard Chrome) Ltd.

Standard Terms and Conditions of Business.

1. Definitions.

In these terms and conditions

“CUSTOMER’S EQUIPMENT” means the equipment or material belonging to you, or for which you request us to provide the supply.

“SUPPLY OR SUPPLIES” means the engineering services, goods and associated supplies as set out in our quotation or other agreed documents or discussions between us.

“We”, “us” and “our” mean A.M. Philpot (Hard Chrome) Limited. “You” and “your” mean the person or company to which we are providing the Supply.

2. Incorporation of business.

- 2.1 Any contract for supplies made between you and us shall be subject to these conditions, and any terms you put forward do not apply.
- 2.2 All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- 2.3 No amendment or change shall be made to these conditions of business except by contract in writing signed by one of our directors.

3. Quotations / prices.

- 3.1 Our quotation provides an indication to you of the terms on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless or until it is accepted or confirmed by us.
- 3.2 A quotation is made on the assumption that the specification or work requested is reasonably capable of being provided. If this is found in our opinion not to be the case, we will advise you as soon as reasonably practicable, and may offer you reconditioned or new goods on terms to be agreed for service exchange, (if applicable). Our prices are based on the assumption that material you supply is of satisfactory quality and free from defects.
- 3.3 If you give general instructions for repairs without specifying the particular service or application of the parts, we will be entitled to carry out such repairs, modifications or service as in our opinion are necessary to put the Customer’s equipment in good working order, and to make an appropriate charge for the work and parts provided.
- 3.4 Providing you place an order within thirty days of the date of quotation, the price contained in the quotation shall be fixed unless stated otherwise.
- 3.5 If performance and delivery are postponed at your request or by circumstances within your control you will pay all resulting costs and expenses we incur.
- 3.6 We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees to work overtime to comply with your delivery requirements in which case may charge you the cost of such overtime.

4. Payment.

- 4.1 Unless otherwise agreed by us with you, we will issue an invoice for the full amount upon completion of the supply. Invoices are due for payment thirty days from date of invoice and, unless agreed by us, are to be in pounds sterling.
- 4.2 Unless indicated otherwise, all sums payable are stated exclusive of value added tax (which will be charged at the rate applicable at the relevant tax point).
- 4.3 Goods shall remain our property until you have made full and unconditional payment to us of all sums due.

5. Designs, drawings and specifications.

- 5.1 You shall be responsible for the accuracy and completeness of any designs, specifications and drawings which you or your employees or agents supply to us and which we use in the supply, even if we examine, inspect or comment on them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the supply in accordance with your instructions, designs, drawings, specifications or any other data.
- 5.2 We shall own all intellectual property rights of our designs and drawings (either paper or electronic versions). They should not be copied or reproduced in any form without our prior written approval.
- 5.3 You shall keep confidential all information you obtain about us whether as to our customers, products, suppliers or other commercially sensitive material (without a limit on time) and not disclose any of this information without written approval. Nor should you use our name in any publicity or claim any connection with us without our prior consent.

6. Delivery.

- 6.1 Although we will endeavor to provide the supplies within the stated time specified, no liability can be accepted for delays in delivery for whatsoever reason unless specifically agreed and accepted in writing between you and us.
- 6.2 We do not accept any penalties for delayed delivery whatsoever, whether with you or any third parties involved.
- 6.3 If goods or customers equipment is to be sent abroad, you will be responsible for obtaining any import license required for the country to which such supplies are to be dispatched.
- 6.4 Unless otherwise agreed supplies are provided "ex works" without packaging and you are responsible for transportation. We will at your request and expense, arrange carriage and insure the goods against normal transit risks. In the event of loss or damage in transit our responsibility shall be limited to passing on the benefit from insurance. It is your responsibility to check supplies upon receipt and the case of any loss or damage we must be informed within five working days of delivery.

7. Disputes and limitation of liability.

- 7.1 If any defects or errors are found in the supply of our goods or services, we must be informed within five working days by fax (01582 584924) or e-mail (sales@amphardchrome.co.uk) to allow us to take remedial action or advise you on what action to take, we would then rectify any defects or errors (where possible) in supplies.
- 7.2 We disclaim any responsibility for failure due to defects of material you supply. Whilst proper care is taken with your material, no liability whatsoever can be accepted in respect of material supplied to us, should it be accidentally spoiled, other than to re-work replacement material supplied by you free-of-charge.
- 7.3 Our liability for customer's parts or free issue material against theft whilst in our works is limited to £15,000 and limited to £10,000 in transit in our vehicles

A.M. Philpot (Hard Chrome) Limited.

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