

# Precision Engineering Pieces Limited

## Terms and Conditions Issue C 28.04.10

### 1. VALIDITY

Upon acceptance of a quotation and or agreement to procure works from Precision Engineering Pieces Ltd (PEP) the following terms and conditions apply.

These terms and conditions as detailed cannot be superceded by a purchasers terms and conditions without the written agreement of the Managing Director or General Manager of PEP.

Quotations supplied by PEP are valid for 30 days from the date of issue. We reserve the right to amend our costings on materials should these be increased by outside suppliers. PEP reserves the right to amend its costing should the ordered quantity vary from that quoted.

VAT and any other tax then applicable will be charged at the rate applicable at the time. Stated lead times are based on current production loading at the time of quotation they should be considered indicative only and are subject to change.

### 2. PASSING OF PROPERTY

The property in the goods shall, notwithstanding delivery to the purchaser, remain in PEP until the purchaser has paid the full price as well as any sums whatsoever due to PEP.

If at anytime the payment of the price of any other sums due to PEP is overdue. PEP may by its servant or agents enter upon the purchaser's premise, and recover and dispose of the goods and the purchaser shall make no claim against PEP in respect of such entry or disposal.

### 3. CONFIDENTIALITY

PEP will not unnecessarily disclose drawings or information to third parties. However if PEP require subcontract services, information may need to be submitted to selected approved suppliers. Production information will be retained indefinitely.

### 4. PAYMENT TERMS (AS SPECIFIED BY PEP)

Our preferred method of payment is BACS. Bank details available on request.

#### (i) CHEQUE/CASH INVOICE

Production will commence on payment with order basis. Goods will only be released once funds are cleared.

#### (ii) CREDIT ACCOUNT INVOICE

Payment of invoice is due on or before the 30th day of the month following invoicing, unless otherwise agreed in writing. Goods remain the property of PEP until payment has been made in full.

#### (iii) PRO FORMA INVOICE

Production will only commence on receipt of cleared funds.

"PEP reserves the right to apply statutory interest charges on late payments at a rate of 5% above bank base rate current at the time"

### 5. CANCELLATION

Upon cancellation of any order PEP reserves the right to counter charge for any works undertaken and or costs incurred prior to notification of cancellation.

### 6. FORCE MAJEURE

PEP shall not be liable in any manner for failure to deliver or delays or losses,(including loss of data), damage claims or other claims occasioned by causes beyond PEP's reasonable control, to include without restriction, strikes; lockout; fires; floods; embargoes; war; riots; insurrection; Acts of God; accidents; delays of carriers, subcontractors, or suppliers; inability to obtain materials; and local and/or central governmental acts and regulations. If such delays occur PEP will be entitled to a reasonable extension of time for performing such obligations.

### 7. PRODUCT IDENTIFICATION

It is the customer's responsibility to ensure any quotation request, drawings issued, models sent, or order placed are identified with the correct issue level requirements.

Customers are reminded that it is their responsibility to ensure that items quoted match their purchasing requirements. PEP will not accept liability for incorrectly ordered components.

### 8. DELIVERIES

In all instances deliveries will be charged at cost. Rejects must be notified within seven days of receipt of goods. Shortages must be notified within three days of receipt of goods. Ownership shall pass on delivery, not withstanding clause 2.

Damage to product when in the process on being unloaded at a customer premises will not be accepted for rejection.

### 9. TOOLING ARTWORKS

Unless customer supplied, all tooling-artworks for screen-printing will be chargeable. Any tooling supplied by the buyer shall remain the property of the buyer and at the buyers risk.

### 10. FREE ISSUE PRODUCT

When working on free issue product, financial liability to PEP will not exceed that of the value of the work being undertaken by PEP on our customer's behalf.

### 11. POWDER COATING

PEP will accept no liability for variations between batches of powder when supplied and applied to specification.

### 12. GENERAL TOLERANCES

Dimensional tolerances will be correct prior to any further processing.

It should be noted that processes such as painting, plating and galvanizing will alter hole sizes etc. Unless stated PEP assumes these effects have been taken into account on the drawing.

### 13. MINIMUM ORDER CHARGE

PEP implements a £50 minimum order charge.

### 14. ROHS COMPLIANCE

PEP undertakes to manufacture to drawing specification. Ultimate responsibility for RoHS compliance lies with the customer or designer.

### 15. GENERAL

The buyer shall not be entitled to assign the whole or part of any contract, without the written consent of PEP.

These conditions shall govern the contract to the exclusion of any other terms and conditions.

### 16. OPERATION OF LAW

These conditions shall be constructed and the rights if the parties hereto shall be regulated by the law of England.