

Claro Precision Engineering Limited (Claro): TERMS AND CONDITIONS Sale

General: Claro is in the business of providing a first rate manufacturing service to its customers; these terms and conditions are intended to provide a clear and fair legal framework for all the goods and services we supply.

1. CONTRACT

1. By accepting a quotation from Claro Precision Engineering Ltd (hereinafter called “the Seller”). The Buyer agrees that all the terms and conditions set out on this document apply and shall prevail notwithstanding inconsistencies arising from the exchange of subsequent correspondence unless such inconsistencies are formally accepted by the Seller in writing.

2. ORDERS AND SPECIFICATION

2.1 The Seller shall be liable for ensuring that the goods and services supplied are of good quality and meet the technical specifications and drawings quoted in the purchase order.

2.2 Where traceability of material batch/cast is specified by the buyer records will be kept by the seller for a period of 5 years after which they will be destroyed or sent to the buyer.

2.3 The Buyer and their customer and any regulatory authority shall be entitled to inspect all facilities, applicable records or subject matter pertaining to an order at the Seller’s premises at any reasonable time.

3. VARIATIONS

3.1 The Buyer’s order will be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith. In the event that such information is incomplete or differs from that on which this quotation is based then the Seller reserves the right to vary prices accordingly.

3.2 If, after the Seller has accepted an order, the Buyer requires any alteration in the Goods and services quoted for, the cost of any such alteration shall be paid by the Buyer to the Seller.

4. CANCELLATION

4.1 Orders accepted by the Seller cannot be cancelled by the Buyer except upon terms which indemnify the Seller against any actual loss.

5. DELAY

5.1 The Seller shall not be liable to the Buyer for any delay in the performance of this contract caused by or resulting from any strike, lockout, war, fire, machine breakdown, illness or accident outside the control of the Seller.

6. TERMS OF PAYMENT

6.1 Payment shall be due within 30 days from end of month following date of invoice.

7. DELIVERY

7.1 Delivery dates are to be given in good faith at the time of quotation is submitted and any delay beyond the quoted date shall be brought to the attention of the Buyer as soon as this is known or can be reasonably anticipated by the Seller.

7.2 Delivery costs shall be charged to the buyer unless otherwise agreed in writing before the purchase order is placed.

7.3 Time of delivery dates from acceptance of order shall be extended in the event of late delivery of technical information, drawings, specifications or models/samples by the Buyer and in the event of any alteration in the Goods and services quoted for being required by the Buyer.

8. RISK

8.1 Risk of damage to or loss of the Goods and services shall pass to the Buyer at the time when the Goods and services are signed for by the buyer or his agent.

9. LIABILITY

9.1 In the event of any Goods and services supplied by the Seller being defective by reason of faulty materials, or workmanship or being alleged to be other than as agreed to be sold, the Seller will replace such Goods and services within a reasonable time provided the defect is reported to the seller in writing within 7 working days of delivery. No warranty exists unless the buyer informs the seller of the issue within 7 days of delivery of the relevant goods or services.

10. TITLE OF GOODS AND SERVICES

1. Property of and title to Goods and services are not passed to the Buyer until those Goods and services shall have been paid for in full. In the event of the buyer going into administration the seller will be entitled to immediately remove goods of similar value from sellers premises or the home of any or all of the Buyer’s company directors..

11. CONSTRUCTION

11.1 This contract shall be construed, operate and be enforced in all respects as a contract made in England in accordance with the laws of England and the parties will submit to the jurisdiction of the appropriate English court.