

TERMS AND CONDITIONS OF SALE

DEFINITIONS

The Company meaning MILTURN FINISHING.

The Purchaser meaning the Customer whose name is on the Purchase Order

The Customer meaning the entity purchasing services from the Company.

Purchase Order meaning the contract for processing customer parts.

Quotation / Quoted – Price, delivery and any special considerations detailed in writing by the Company to the Customer

Parts – the items requiring processing by the Company

Services – the processes supplied by the Company

Purchased – the processes procured by the Purchaser

QUOTATIONS

All valid Quotations must be made in writing and the Purchaser shall not rely on any estimates or other indications of Price given verbally by any employee or agent of the Company.

Verbal quotations are not legally binding.

The quotation will detail the lead time and price based on the information received at the time of the request, any additional information subsequent to the quote being issued will result in an amended quotation being issued where appropriate.

Delivery lead times are quoted, these start upon receipt of parts with a suitably detailed Purchase Order

Quotations should state these T&C apply, upon receipt and acceptance of a quote the customer is also **accepting** these T&C of Sale

LIMITATION OF QUOTATION PERIOD

Unless otherwise stated, the Company cannot be held to a quoted price if the quotation has been in the Customer's hands for more than 30 days. Quotations are subject to the conditions that after the 30-day period, the final price could be subject to revision and will depend upon the prices of materials and labour current at the time the official order is received.

ORAL REPRESENTATIONS

The Company's employees and/or agents are not authorised to make any oral representations concerning the Services provided by the Company.

The Company shall not be liable to the Purchaser in any way for any oral representations relied on, which have not been confirmed in writing by the Company.

The Purchaser shall not rely upon any advice or recommendation given by the Company's employees and/or agents, which is not confirmed in writing by the Company. The Company shall not be liable to the Purchaser for any such advice which has not been confirmed in writing by the Company.

PURCHASE ORDERS

The purchase order is considered the Contract and should be detailed with sufficient information by the Purchaser to allow the Company to carry out the work with all information in place.

As a minimum the PO received should detail the part number, issue, quantity, material specification, the process required including any specification, deposit required and agreed delivery date.

Each order will be reviewed and anomalies, missing information and unclear requirements questioned, a revised order will be requested clarifying any queries. While this process is under way, the parts will be held until the queries are clarified in full, processing will **not** continue until the information is received.

Once the Company has accepted an Order from the Purchaser, the Order may only be varied or cancelled by the Purchaser with the express written agreement of the Company. The Purchaser shall be liable to the Company for any loss (financial or otherwise), charge, expenses or damages incurred by the Company resulting from the cancellation or variation of the Order by the Purchaser.

The Company may increase the Price quoted for Processing the Parts by giving written notice to the Purchaser at any time prior to delivery of the Parts to the Company or collection of the Parts by the Company.

The Company is permitted to make any changes to the provision of Services which may be required to conform with changes to any applicable legislation, including without limitation, Health & Safety regulations, Environmental law, and Employment law.

PURCHASE ORDERS CONTINUED

Work is not accepted without a valid Purchase Order with the detail listed included and will **not** be processed until the information is received.

CUSTOMER PARTS

Machined parts should conform to the specifications, shape, consistency and dimensions specified and have a suitable processing allowance applied, the Company cannot be held responsible for items where this allowance is incorrect or has not been applied.

Parts received should be packed to prevent damage, FOD and contact in transit upon receipt at the Company, photographs will be taken where suspect packaging, metal to metal contact and transit damage s noted and communicated to the Purchaser.

PARTS RECEIVED

Parts will be visually inspected by the Company as part of internal Triage system, any parts exhibiting corrosion, burrs, FOD, bruising, tarnish or poor packing will be rejected and the customer made aware, who is responsible for reworking the parts at their cost before returning.

Parts will be counted and any anomalies between the PO and actual number of parts communicated to the Customer.

If issues are noted upon receipt and communicated, rework can be arranged on site by customer personnel if feasible and safe to do so, if not parts will be collected at Customer cost, reworked and returned to for processing.

The Company **do not** carry out rework on behalf of the Purchaser unless a written agreement and costs have been agreed on a case-by-case basis.

SUITABILITY OF MATERIALS

The Company may, at its sole discretion, cease Processing the Parts if at any stage during the Processing, the Company considers that the Parts are not suitable for the Services.

The Company will notify the Purchaser of its decision as soon as reasonably possible, and the Purchaser will be liable to the Company for any charges relating to the provision of the Services completed up to the time of cessation of Processing. Such charges will be invoiced to the Purchaser.

A report giving technical reasons why the above stance has been taken will be made available if required with any costs agreed.

RISKS OF PROCESSES PURCHASED

The nature of the physical and chemical processes used in the provision of Services carries a significant inherent risk to the integrity of the Parts, such as possible distortion of the Parts caused by the tensioning required to hold the Parts during processing (particularly around jiggging contact points & threaded holes), failure of masking products during processing, the action of strong acids and alkalis on the metal surface, the application of high voltage electrical current to the Parts causing damage due to arcing.

The Purchaser acknowledges and accepts this level of risk when sending the Parts to the Company for Processing.

JIGS, FIXTURES AND TOOLING

All processing tooling remains the property of the Company at all times unless the Customer has ordered specialists jigs at agreed cost and ownership is defined separately in writing.

Intellectual property for tooling, sketches, designs and materials remain the property of the Company at all times.

COLOUR MATCHING AND VISUAL VARIANCE

As a result of the significant variations that exist in the chemical make-up of Materials, methods of manufacture and the Processing specifications that the Company works to, the Company shall have no obligation to ensure that Parts are an exact colour or finish match with other Parts in an individual batch, previously processed batches of the same Part, or with samples provided by the Purchaser.

If the Purchaser has provided a sample of the colour or finish required, the Purchaser shall accept as compliant with the Contract any Parts which would be reasonably acceptable as a match in accordance with commercial standards applied in the metal finishing industry at the date of Processing.

DELIVERIES

Deliveries are deemed to be made as soon as the components are complete at the works of the Company and having communicated this to the Purchaser.

Delays in collection of parts once completed shall not affect the Company Metrics or Supplier Rating

The delivery dates, stated in our quotations and confirmations, are only approximate and are without exception to be understood as from the date of receipt of an official written order and depend upon the availability of materials and components. Any delays experienced by the Company from their suppliers may have the effect of extending the original delivery promise made.

DELIVERIES CONTINUED

All goods shall be delivered entirely at the Customer's risk whether, or not, carriage is paid as an additional cost, upon the happening of any one, or more, of the following events:

- a. The delivery of the goods to an independent carrier at cost to the customer
- b. The passing of the goods to the Customer's own transport where the Customer is affecting collection.

Delays in delivery cannot be accepted by Company as just reason for cancelling the order and no indemnity or penalty, can be imposed by the Customer for this reason, unless agreed at the time of negotiation of the contract. We reserve the right to levy a charge to cover costs incurred when work has been started, this includes administrative costs.

WARRANTY

Liability under this warranty covers a period of **10 days** from date of despatch, and it must be clearly stated that once any goods are accepted through Customer goods inwards, they are deemed accepted as conforming parts and the warranty ceases unless due to a proven deterioration of the coating / finish applied **not** including tarnishing or poor storage practices.

Corrosion, blistering, adhesion issues will be investigated, and the results discussed with the customer where liability will be agreed before any reprocessing be undertaken.

Once accepted any defects may thus incur costs of reprocessing having been accepted as conforming previously by the customer. Where liability is accepted, the Company will advise any plan to rework the parts.

The Company warrants that its products are thoroughly examined before despatch and agrees to make good any part that is undeniable proved to be defective due to faulty practices or workmanship where reworkable by reprocessing FOC within the warranty period detailed once if liability is confirmed and agreed.

The Company take Quality very seriously and thoroughly inspect all work before packing it. Thus, in the unlikely event that issues be proven, this warranty **only** covers the cost of reprocessing of parts or materials received or reprocessing of replacement parts to the same process as originally requested, it **does not** extend to the cost of replacing the goods.

The Company **do not** pay punitive costs or consequential losses in any circumstances.

Cost of QA plans and Control Documentation, RCCA and other fault diagnosis will be absorbed by the Company if liability is accepted. These costs may be passed on if liability is contested or unclear.

Immediate notification of any defect must be given in writing and the part or goods, returned to the Company, carriage paid, for examination and report. If the returned part, or parts, is proved faulty due to processing or workmanship, the Company will confirm this in writing and offer to reprocess the original parts if feasible or process replacement parts FOC.

Special arrangements or agreements may be made in isolation at Management Discretion but in general the policy is as listed.

The warranty made by the Company will be null and void if any repairs attempted / effected by the Customer without the consent or knowledge of the Company before receipt are made.

LIABILITY

In any event, the Company will not be liable for any loss, damage or delay whatsoever arising from any cause whatsoever outside the control of the Company but without prejudice, to the generality of the foregoing words, fire, storm, tempest, lightning, frost, inclement weather, strike, lockout war hostilities, rebellion and civil unrest.

The sum due under the contract and quoted for the manufacture of the machine, or components, or both, does not include for any additional costs imposed by customs duties, import, transit or export taxes, recording, legalising, stamp duties, fees and taxes of any kind. Unless otherwise agreed, and stated by the Company in writing, these additional costs must be borne by the Customer.

The Company limit their liabilities to the guarantees specified in these term and conditions of sale. Any other claims arising from damages incurred directly, or indirectly in connection with the delivery date or the quality of deliveries made or from any other causes whatsoever are not accepted by the Company.

TRANSIT COSTS, CUSTOMS, CARRIAGE

Any additional costs arising from an increase in the above custom duties, import, transit or export taxes, or any kind must be borne by the Customer. The same condition applies for additional costs arising from modifications to the rate of exchange or export premium or compensation premium.

Where a contract is made based on Carriage Paid to the Customer's Premises, the price quoted by the Company Includes the normal freight charges and where expressly stated, the transport insurance premium based on the rates prevailing at the time. Any increase brought about by partial revisions of fluctuations in the rate of exchange must be borne by the Customer.

INSURANCE

Unless otherwise stated in writing, the goods will **not** be insured against loss, damage, or special contingencies. The Customer **must** assume full responsibility and should ensure the goods are fully insured when on our site or control.

PAYMENT

Payment for goods processed to requirements / specification contracted by the Customer written Purchase Order shall be made within 30 days from the end of the month following delivery.

The goods processed to specification and contracted by the Customer Purchase Order shall remain the property of the Company until the final payment has been made by the Customer.

We reserve the right to keep work where invoices are paid late consistently until the account is brought up to date.

CUSTOMER DELAYS

The Company cannot accept liability for delays instigated by the Customer, quoted lead times start when all information is in place.

The Company cannot be held responsible for late deliveries due to late arrival of work from Customers, delays due to information being missed, technical queries, lack of information.

The Company accepts no responsibility whatsoever for damages or accidents incurred on the Customer's premises or once collected in good condition from our premises.

CANCELLATION

Any cancellation of an Order by the Purchaser must specifically provide for all costs incurred by the Company including Overhead Charges.

Once the Company has accepted an Order from the Purchaser, the Order may only be cancelled by the Purchaser with the express written agreement of the Company.

The Purchaser will be liable to the Company for any loss (financial or otherwise), charge, expenses or damages incurred by the Company resulting from the cancellation or variation of the Order by the Purchaser.

PURCHASERS INDEMNITY

The Purchaser shall indemnify the Company, at all times, in full, from and against all costs and liabilities incurred, losses and consequential losses sustained, claims awarded, damages and injuries suffered by the Company as a direct or indirect result of or related to any claim:

- arising from any breach of these Conditions by the Purchaser;
- arising from any act or omission of the Purchaser or anyone acting on the Purchaser's behalf in connection with the delivery and/or collection of the Parts;
- made against the Company by any third party connected with or resulting from the provision of Services by the Company;
- made against the Company in connection with any infringement of intellectual property rights (including without limitation patents, copyrights, trademarks) related to the Parts or any engineering drawings or technical specification provided to the Company by the Purchaser;
- any other claim whatsoever against the Company, its employees or agents relating in any way to the Parts.

LAW

The Contract shall be deemed to be a Contract made in England and shall, in all respects, be governed by, and construed in accordance with English Law.

CONFIDENTIAL DATA AND GDPR

All engineering drawings, technical specifications and other technical data provided to the Company by the Purchaser will be treated as confidential and will be processed in accordance with the Company's Data Protection Policy. Any personal data provided by the Purchaser to the Company will be processed in accordance with the Company's Privacy Notice for customers and suppliers.

All technical data and specifications relating to Services offered by the Company which are issued to the Purchaser shall be treated in strictest confidence and shall not be shared by the Purchaser with third parties without the Company's prior written consent. Such data and specifications shall only be used by the Purchaser for the furtherance of matters related to the Contract.

All drawings and specifications will be returned with the goods or destroyed upon completion.

ADVERTISING AND PROMOTIONAL MATERIALS

The Company may from time to time publish advertising and promotional material either on its website or in the form of brochures and other written material. Whilst the Company will endeavour to ensure that all such material is as accurate as possible, the Purchaser shall accept that this material is for illustrative purposes only and does not form part of the Contract.

The Purchaser shall not rely upon details of services contained in the Company's advertising and promotional material (including but not limited to the Company's website) in any way unless these details have been separately confirmed in writing as accurate by the Company.