



Terms & Conditions of Sale

13th February 2025

These Terms and Conditions apply to all Agreements for the Sale of Goods or Services entered into by Special Machined Products Limited, who's registered office is, Bacon Lane, Sheffield, S9 3NH ENGLAND.

1. DEFINITION

In this agreement the following expressions (whether with or without the definite article) have the following meanings unless the context requires otherwise; "Buyer" means the person, firm or company contracting with the company; "Conditions" means the terms and conditions of sales set out in this document and any special terms and conditions agreed in writing by the company; "Goods" means the goods supplied by the buyer; "Price" means the price for the processing excluding packing, insurance and VAT; "Company" means Special Machined Products Ltd; and "Services" means the machining, or other services provided by the company to the buyer.

2. CONDITIONS APPLICABLE

2.1. These conditions will apply to all contracts between the company and the buyer to the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar documents.

2.2. Any variation to these Conditions (including any special terms and conditions agreed between the parties) will not be effective unless agreed in writing by a director or authorised officer of the company. Employees are not authorised to make oral representation as to the skill and care which will be used by the company in the provision of its services.

2.3. The buyer shall submit to the company all information specifications, drawings, and technical description necessary to enable the company to provide the Services and the buyer alone shall be responsible for the accuracy of the foregoing.

3. THE PRICE AND PAYMENT

3.1. The price is the company's quoted price, or the price set out in its quotation, purchase order or sales order, sales invoice or as set out overleaf or elsewhere. The price is exclusive of VAT, which shall be due at the rate ruling on the date of the company's invoice.

3.2. Payment of the Price and VAT is due within 30 days of the date of the invoice.

3.3. All goods are sold “Ex-works” unless otherwise stated. If the company arranges or undertakes carriage, freight insurance and any other transport costs beyond the point of delivery such costs shall be for the buyer’s account and shall not affect the provisions of the Contract as to the passing of risk.

3.4. Interest will accrue on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3% above the National Westminster Bank’s base rate from time to time in force and will accrue at such a rate after as well as before any judgement.

4. THE GOODS

4.1. The company shall be entitled to suspend or cancel the contract without liability to the company and the Price shall become immediately due and payable where the buyer fails to collect all materials delivered to the company within ten days after notification by the company to the buyer that the same are ready for collection, the buyer is subject to any insolvency proceedings, namely makes any voluntary arrangement to its creditors, becomes bankrupt or goes into liquidation or a receiver, administrative receiver or administrator is appointed over any of the property or assets of the buyer, or the company receives notice of any claim alleging that the Goods or any part thereof or any Service applies to the Goods infringes any patent, copyright, design, right, trade mark or other industrial or intellectual property rights of any other person.

4.2. The company warrants that it will (at the companies choice) either rectify, replace, or refund the full purchase price of any goods which are accepted by the company as being defective or not in accordance with the contract within three months from the despatch of the goods (The warranty period) The warranty will not apply where the defect is attributable to defective materials or services supplied by third parties.

5. HIREWORK

5.1. Hirework and work carried out involving the use of the buyer’s material is undertaken by the company only on the express understanding that the company cannot be held responsible for any distortion, faults, or defects that appear to have arisen, even resulting from any fault or negligence of the company. The company gives no guarantee or warranty as to the availability of capacity and facilities. The company will endeavour to correct any distortion, faults or defects at the buyer’s expense and risk. The company shall not in any circumstances be liable for damages, compensation, costs, expenses, losses, or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

5.2. The company shall not be obliged to check or test material delivered for Hirework unless specifically requested to do so. If the company is specifically requested to check or test material, the company shall be entitled to charge at its current rate for such services.

5.3. Unless it is otherwise expressly agreed in writing, prior to commencement of any Hirework, any waste material resulting from the performance of the Services shall become the property of the company, but it is herein expressly agreed between the company and the buyer that the company may at any time order the buyer to remove any such waste material and the buyer hereby agrees that on any such order from the company the buyer will comply with such order.

5.4. The buyer warrants that:

5.4.1. The material supplied for Hirework will correspond with the description shown in the schedule and will (if requested) provide test certificates for the material obtained at the buyer's expense.

5.4.2. The material supplied is and will be suitable to be treated as Hirework in the manner specified in the Schedule and will not be in a defective or dangerous manner.

5.4.3. The material supplied shall be prepared and ready for processing in accordance with the schedule. Any additional work required to be done by the company prior to commencing hirework, shall be the subject of an additional charge.

5.5. The company shall be entitled to carry out the Hirework in compliance with the purchase order, without being obliged to inspect or make further investigation to ensure the material is suitable for Hirework.

5.6. In the event of the buyer being in breach of 5.4, the company shall be entitled to charge any additional or extra work required as required.

5.7. The company shall not be responsible for any loss or damage of whatsoever kind (including consequential loss) suffered by any party (Including the buyer) as a result of any breach by the buyer of the warranties contained above.

5.8. The buyer agrees that it will reimburse the company for any damage caused to any plant or machinery of the company by the material supplied by the buyer to the company.

5.9. The company shall have a lien on all the buyers' goods and materials in possession of the company for Hirework in respect of all sums owing to the company for such Hirework.

5.10. Where the material supplied for Hirework is delivered to the Company by a third party on behalf of the buyer, the company may inspect the material for purposes of ascertaining that the material delivered corresponds to the description of the material given by the buyer, which is the subject of the Hirework order, and the company shall be entitled to make a charge in connection with the inspection, and any incidental administration costs incurred.

6. PATENTS

6.1. The buyer shall indemnify the company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the company with the buyer's instruction, whether express or implied

7. INDEMNITY

7.1. The buyer agrees upon demand to indemnify the company against all losses, damages, injury, costs, and expenses of any kind suffered by the company to the extent that the same are caused by or related to:

7.1.1. designs, drawings, or specifications given to the company by the buyer in respect of the goods

7.1.2. defective materials or products supplied by the buyer to the company; or

7.1.3. the improper incorporation, assembly, use, processing, storage, or handling of Goods by the buyer.

8. NON-STANDARD GOODS

8.1. Where the buyer orders goods or materials of a type, size or quantity not normally produced by the company, or services not normally performed by the company, the company will use all reasonable endeavours to execute the order, but if it proves impossible, impractical or uneconomical to carry out or complete the order, then the company can decline the order without any liability to the buyer.

9. PACKAGING

9.1. Unless otherwise specified, packing cases, and packing materials will be charged extra, but where stated returnable, will be credited in full on return to the company's works carriage paid in good condition, within one month of receipt by the buyer. Where not returnable, the buyer will dispose of all packaging in accordance with any relevant regulations, at the buyers cost.

9.2. The company uses all reasonable endeavours to ensure, where necessary, suitability of packing before dispatch, but no claim will be accepted by the company for breakage or damage whilst in transit on the grounds of suitability of packaging.

10. ASSIGNMENT & SUB-CONTRACTING

10.1. The company shall be entitled to sub-contract any work relating to the contract without obtaining the consent or giving notice to the buyer.

11. PROPER LAW OF CONTRACT

11.1. The contract is subject to the Law of England and Wales.