



**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS**

- 1.1. "The Supplier" refers to 'Velox Precision Ltd' the business providing the Goods.
- 1.2. "The Customer" refers to the party purchasing the Goods from the Supplier.
- 1.3. "Goods" means the components, parts, or products manufactured or supplied by the Supplier.
- 1.4. "Order" means the Customer's instruction to proceed, which may be a purchase order, written confirmation, or approved digital communication.
- 1.5. "Contract" means the agreement between the Supplier and Customer for the supply of Goods, incorporating these Terms. 1.4
- 1.6. "The Services" means work of any kind carried out by the Company.

**2. CONDITIONS**

- 2.1. These Terms constitute the entire agreement between the Supplier and Customer. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Company.
- 2.2. All orders for goods or services shall be deemed to be an offer by the customer to purchase goods or services pursuant to these conditions.
- 2.3. Acceptance of delivery of the goods or service shall be deemed conclusive evidence of the customer's acceptance to these conditions.
- 2.4. These conditions shall apply to all contracts for the sale of goods or services by the Company to the Customer to the exclusion of all other terms and conditions, including any terms or conditions that the customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.5. We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us emailing the new Terms and Conditions of sale. Any use of the Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Service, including these Terms and Conditions at any time. We will email the most recent versions to you and list the effective dates on the pages of our Terms and Conditions.

**3. QUOTATIONS & ORDERS**

- 3.1. Quotations are valid for 5 Working Days from the date of issue, unless otherwise stated.
- 3.2. A binding Contract is formed upon the Supplier's written acknowledgement of the Customer's Order,

or upon the Supplier commencing work on the Order (whichever is earlier).

- 3.3. The Customer is solely responsible for ensuring the accuracy, completeness, and fitness for purpose of all drawings, specifications, CAD data, and materials information supplied.

- 3.4. If information given by the customer to the Company differs from that on which the quotation was based and involves the alteration of the quotation, the Company may increase the price quoted therein to cover any increase in cost that the alteration may incur and amend the delivery date.

**4. PRICE & PAYMENT**

- 4.1. Prices are as quoted and are exclusive of VAT and any other applicable taxes, which will be added at the prevailing rate.

- 4.2. As a condition of establishing a new trading relationship, the following phased payment schedule shall apply to the Customer's initial orders:

- 4.2.1. First Order: Payment is required in full in advance (proforma) before any work commences or materials are procured.
- 4.2.2. Second Order: Payment shall be 50% of the total order value in advance (before work commences), with the remaining 50% balance due within 30 days from the date of the Supplier's invoice.
- 4.2.3. Third and Subsequent Orders: Provided all previous invoices have been settled in full and on time, payment terms shall move to the standard terms of net 30 days from the date of invoice, as set out in Clause 4.2.

- 4.3. The Supplier reserves the right, at its sole discretion, to withhold the progression to the next payment phase or to revert to a more secure payment term (including proforma payment) at any time if the Customer's payment performance is unsatisfactory or if the Customer's creditworthiness changes.

- 4.4. For the avoidance of doubt, any breach of the payment terms for any Order (including late payment) may result in the suspension of all further work and a reversion to proforma payment terms for all future Orders.

4.5. Late Payments

- 4.5.1. Invoices not paid in full by the due date shall incur interest at a rate of 8% per annum above the Bank of England's base rate from time to time, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until the date of full payment.
- 4.5.2. Additionally, the Supplier reserves the right to claim a fixed sum for recovery costs under the same Act (£100 for debts under £10,000).
- 4.5.3. For the avoidance of doubt, any contractual interest rate purporting to be higher than the

statutory rate is unenforceable under the Act for business-to-business contracts.

- 4.5.4. The Supplier reserves the right to suspend further work and delivery of any outstanding Orders if the Customer fails to make any payment by the due date.

## 5. DELIVERY

- 5.1. The Company will make every endeavour to meet the delivery times for the provision of the goods or services that are specified in the quotation, but no guarantee is given as to delivery times which are forecasts only. Time shall not be of the essence of the contract save in the case of payment due to the Company.
- 5.2. Delivery times shall run from the date of receipt by the Company of the customer's order in writing or email.
- 5.3. Delay in delivery shall not give the customer the right to cancel the order.
- 5.4. The Company may deliver the goods or service by separate instalments in accordance with an agreed schedule. Each schedule shall be invoiced and paid in accordance with these terms and conditions.
- 5.5. The failure of the customer to pay for any one or more of the said instalments on the due dates shall entitle the Company (at its sole option)
- 5.5.1. without further notice to suspend further deliveries of the goods or service pending payment by the customer and/or
- 5.5.2. to treat the contract as repudiated by the customer
- 5.6. The customer shall promptly obtain all necessary import licenses, clearances, and other consents necessary for the purchase of goods. The Company shall promptly upon request supply all documents reasonably required by the customer for this purpose.
- 5.7. The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver the goods or service (or any of them or it) promptly or at all.
- 5.8. The goods or service may be delivered to the customers at the Company's address. The risk in the goods shall pass to the customer upon such delivery taking place.
- 5.9. The Company may arrange for carriage of the goods to the customer's address or the address of a third party. The costs of carriage and any insurance that the customer reasonably directs the Company to incur shall be reimbursed by the customer without any set off or other withholding whatsoever and shall be due on the date of payment of the price. The carrier shall be deemed to be the customer's agent.

## 6. CANCELLATION & RETURNS

- 6.1. Customer Cancellation: Orders may not be cancelled except with the written agreement of the Supplier and on terms that indemnify the Supplier against all losses. These terms shall include, but are not limited to:
- 6.1.1. Full payment for all work completed, labour, materials purchased, and machine time scheduled up to the point of cancellation.
- 6.1.2. A cancellation charge to cover administration, lost profit, and capacity reservation, which shall be no less than 30% of the total Order value.
- 6.1.3. All costs incurred in returning any specialist materials to stock.
- 6.2. Returns of Manufactured Goods: Due to the bespoke nature of subcontract CNC machining, goods are manufactured to the Customer's unique specifications and are not suitable for resale.
- 6.3. The Supplier does not accept returns of correctly manufactured Goods. No credit, refund, or exchange will be given for Goods produced in accordance with the Customer's approved drawings and specifications.
- 6.3.1. Any claim for allegedly defective or non-conforming Goods must be notified in writing within 5 working days of delivery, with detailed evidence. The Supplier will investigate and, if the Goods are proven to be faulty due to workmanship or materials for which the Supplier is responsible, shall at its sole option repair, replace, or issue a credit note for the defective items.
- 6.3.2. The Supplier shall have no liability for any defects arising from faulty or inaccurate drawings, specifications, or materials specified by the Customer.

## 7. DELIVERED QUANTITY

- 7.1. The Company reserves the right to over or under deliver to the extent of 5% of the quantity given on the quotation, except for batches of 50 or less when the quantity that may be over or under delivered will be on item only. The Company will then invoice pro rata for the appropriate quantity.

## 8. ACCEPTANCE OF THE GOODS OR SERVICE

- 8.1. The customer shall be deemed to have accepted the goods or service 30 days after delivery to the customer.
- 8.2. After acceptance the customer shall not be entitled to reject the goods or services that are not in accordance with the contract.

## 9. DAMAGE, SHORTAGE AND LOSS

- 9.1. If the Company delivers the goods to the customer, or uses a carrier to do so, the customer must notify

the Company within three days of delivery of any damage, shortage or loss.

- 9.2. The Company shall not be liable for any loss or consequential loss arising from such damage or shortage.

## 10. DEFECTS

- 10.1. The customer must notify the Company within 5 working days or receipt of the goods or service of any defects in them. The customer shall return the goods to the Company carriage paid.
- 10.2. If the Company accepts the customer's claim, the Company shall have the choice of rectifying the defect or crediting the customer with the amount given on the quotation.
- 10.3. The customer may not charge the Company for any work the customer carries out to rectify a defect without written agreement from the Company.
- 10.4. The Company shall despatch any rectified goods to the customer carriage paid.

## 11. RETENTION OF TITLE

- 11.1. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cleared funds) for the Goods and all other sums due from the Customer to the Supplier under any contract.
- 11.2. Until title passes, the Customer shall store the Goods separately and ensure they are clearly identified as the Supplier's property. The Supplier may, at any time, recover and resell the Goods if payment is overdue.
- 11.3. Notwithstanding, that the goods (or any of them) remain the property of the Company, the customer may sell or use the goods in the ordinary course of the customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or sue of the Company's property by the customer on the customer's own behalf and the customer shall deal as principal when making such sales or dealings. Until property in the goods passes from the Company, the entire proceeds of sale or otherwise of the goods shall be held in trust for the Company and shall not be mixed with any other money or paid into any overdrawn bank account and shall be always identified as the Company's money.
- 11.4. The Company shall be entitled to recover the price (plus VAT) notwithstanding that property in any of the goods has not passed from the Company.
- 11.5. Until such time as property in the goods passes from the Company, the customer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Company. If the customer fails to do so, the Company may

enter upon any premises owned, occupied or controlled by the customer where the goods are situated and repossess the goods. On the making of such request the rights of the customer under clause 11.3 shall cease.

- 11.6. The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods that are the property of the Company. Without prejudice to the other rights of the Company, if the customer does so, all sums whatsoever owing to the Company shall forthwith become due and payable.
- 11.7. The customer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the customer fails to do so, all sums whatsoever owing by the customer to the Company shall forthwith become due and payable.
- 11.8. The customer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Company, if the customer fails to do so all sums whatsoever owing by the customer to the Company shall forthwith become due and payable.
- 11.9. This clause confers no right on the Customer to return the Goods.

## 12. FREE ISSUE MATERIALS

- 12.1. The Customer shall be solely responsible for the specification, quality, conformity, suitability and condition of any materials, components, tooling, castings, forgings or other items supplied to the Company by or on behalf of the Customer for the manufacture or processing of the Goods ("Free Issue Materials").
- 12.2. All Free Issue Materials are accepted and processed by the Company at the Customer's risk. The Company shall not be responsible for any defects, inconsistencies, contamination, metallurgical faults, hardness variations or other inherent defects present within such materials, whether visible or latent.
- 12.3. The Company shall exercise reasonable care in the handling and storage of Free Issue Materials whilst they remain in the Company's possession. However, the Company shall not be liable for the cost, replacement value or any associated losses relating to Free Issue Materials that are damaged, scrapped, rendered unusable or otherwise lost during machining, fabrication, heat generation, clamping, inspection, testing, finishing or other normal manufacturing processes.

12.4. The Customer acknowledges that machining operations involve inherent risks including, but not limited to, tool wear, tool breakage, machine stoppage, distortion of material, or failure of the material during processing. The Company shall not be liable for any loss or damage to Free Issue Materials arising from such occurrences, including where such occurrences result in the scrapping or rejection of the material.

12.5. Where Free Issue Materials cause abnormal tool wear, tool breakage, machine damage, or additional processing time due to material condition or defects, the Company reserves the right to charge the Customer for any reasonable additional costs incurred.

12.6. Unless otherwise expressly agreed in writing, the Company shall have no obligation to reimburse, replace or compensate the Customer for any Free Issue Materials supplied to the Company.

12.7. The Customer shall ensure that Free Issue Materials are supplied in sufficient quantity to allow for reasonable manufacturing scrap, process losses and inspection requirements.

### 13. WARRANTY & LIABILITY

13.1. The Supplier warrants that the Goods will be free from defects in materials and workmanship for a period of 30 days from delivery, provided they have been stored, installed, and used correctly and for their intended purpose.

13.2. This warranty is conditional upon the Goods not having been modified, misused, or subjected to neglect by the Customer.

13.3. Limitation of Liability: The Supplier's total aggregate liability to the Customer in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the price of the specific Goods giving rise to the claim.

13.4. The Supplier shall not be liable for any indirect, consequential, or special loss, including but not limited to loss of profit, loss of business, or loss of anticipated savings.

13.5. Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other matter for which liability cannot be lawfully limited or excluded.

### 14. CONFIDENTIALITY & INTELLECTUAL PROPERTY

14.1. All drawings, specifications, and technical information supplied by either party shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party.

14.2. All intellectual property rights in the Supplier's manufacturing processes, know-how, and pre-existing tooling remain the sole property of the Supplier.

14.3. The Customer warrants that any designs or specifications provided do not infringe any third-party intellectual property rights and shall indemnify the Supplier against all costs, claims, and liabilities arising from any such infringement.

14.4. The customer shall indemnify the Company in full against all liability and cost of any infringement (alleged and proven) by the customer of any patent, copyright, or other intellectual or industrial property.

14.5. The customer shall not alter, deface, reproduce or use any of the Company's trademarks.

14.6. All drawings, documents and other information supplied by the Company are supplied on the express understanding that the customer will not without written consent from the Company.

14.6.1. give away, loan, exhibit or sell any such drawings or extracts thereof or copies thereof

14.6.2. use them in any way except in connection with the components for which they are used.

### 15. CUSTOMER DRAWINGS

15.1. The Company accepts no responsibility for the accuracy of information or drawings supplied by the customer.

15.2. The customer shall indemnify the Company from and against all actions, claims, costs and proceedings that arise due to the manufacture of components according to the drawings and specifications of the customer, where such drawings and specifications of the customer shall be erroneous.

### 16. INSOLVENCY OR OTHER DEFAULT OF THE CUSTOMER

16.1. If the customer fails to make payment for the goods in accordance with the contract of sale, or commits any other breach thereof or if any distress or execution shall be levied upon any of the customer's goods or if the customer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the customer or the customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the customer's business assets or if the customer shall suffer any analogous proceedings under foreign law, all sums outstanding in respect of the goods shall become payable immediately. The Company may in its

absolute discretion and without prejudice to any other rights that it may have

- 16.1.1. suspend all future deliveries of goods to the customer and/or terminate the contract without liability upon its part and/or
- 16.1.2. exercise any of its rights pursuant to clause 12.

## **17. SET OFF AND COUNTERCLAIM**

- 17.1. The customer may not withhold payment of any invoice or other amount due to the Company by reason of any right or set off or counterclaim that the customer may have or allege to have or for any reason whatsoever.

## **18. BACK ORDERS**

- 18.1. The Company shall be entitled to a general lien on all goods of the customer in the Company's possession (including goods of the customer that have been paid for) for the unpaid price of all goods sold to the customer by the Company under this or any other contract.

## **19. SUBCONTRACTING**

- 19.1. The Company may licence or sub-contract all or any part of its rights and obligations under this contract without the customer's consent.

## **20. FORCE MAJEURE**

- 20.1. The Company shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of the Company.

## **21. NOTICES**

- 21.1. Any notice required to be serviced pursuant to this contract of sale shall be in writing and serviced by first class post or hand on the Company at the Company's registered office or principal place of business, and on the customer at the customer's registered office or principal place of business.

## **22. GOVERNING LAW & JURISDICTION**

- 22.1. These Terms and any dispute or claim arising out of them shall be governed by and construed in accordance with the laws of England and Wales.
- 22.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.