

TERMS AND CONDITIONS

1. QUOTATION

Quotations do not constitute contractual offers but remain open to an offer for the period of time as outlined in the quote. An offer or order is not deemed to be accepted until confirmed in writing by the Company at which point it becomes a contractual obligation and subject to these Terms and Conditions.

2. DELIVERY AND DESPATCH

- A) Delivery shall be deemed to take place at the moment when the goods are delivered to the carrier for transportation to the customer. When carriage is to be arranged by the customer, the customer shall arrange such carriage as soon as possible after the Company has given notice that the consignment is ready and in any event within seven days of such notice.
- B) Delivery dates (if any) are given in good faith but are not binding and time of delivery shall not be of the essence of the contract.
- C) The Company shall not in any event be liable for loss, damage or delays due to circumstances beyond its control including, but without prejudice to the generality of the foregoing, war, pandemics, rebellion, revolution, strikes, lock-outs, shortened hours of labour, cessation of labour, transport delays, breakdown of plant or governmental or other laws, regulations, rules or decrees.
- D) If the Company is prevented from delivering part of the goods by reason of any matters referred to in clause 2(C) the Company shall deliver and the customer shall take such part of the goods as the Company shall at the time fixed for delivery be able to deliver.
- E) Where the contract provides for delivery by instalments (whether or not on specified dates) the customer fails to take delivery of an instalment the Company shall not be bound to make up such instalment according to any informal or binding scheduled programme or timetable.
- F) Delivery may be made by instalments and failure by the customer to accept or pay for any instalment may be treated by the Company as a repudiation of the contract.
- G) The customer may not refuse to take or accept delivery of any consignment on account of any alleged shortage or defect in any other delivery.

3. CARRIAGE

Unless otherwise stated prices do not include the costs of carriage, freight, packaging and insurance which shall be chargeable to the customer.

4. STORAGE

If the customer fails to accept delivery or collect goods within seven days of notice as aforesaid (whichever may be the case) the Company at its own initiative (and without prejudice to any rights against the customer) or at the request of the customer may store the goods at the risk of the customer and the customer shall pay on demand the reasonable storage costs of the company, and all other expenses involved including costs of re-delivery loading and unloading and the goods may be re-invoiced at the rates ruling at the actual despatch.

5. PRICES

Prices are subject to alteration at any time and quoted prices are estimates only and the Company shall be entitled to amend the price at any time prior to the date of despatch. The customer shall pay the price of the goods ruling at the date of despatch.

6. PAYMENT

- A) The customer shall pay for goods or any instalment thereof not later than the payment terms as stipulated in the Quotation.
- B) Without prejudice to any other rights the Company may charge interest at the rate of 2½ % per month on any invoice, which is not paid by such date.
- C) The customer shall not be entitled to withhold payment of any sums due to the company by reason of any disputed claim by the customer relating to any goods or deliveries.
- D) If the customer fails to make a payment by the due date then, without prejudice to any other rights of the Company:
 - (i) The Company shall be entitled to suspend all or any other work for the customer, including any manufacturing and deliveries to be made whether under that or any other contract with the customer.
 - (ii) The Company shall be entitled to treat the Contract or any other Contract with the customer as having been terminated by the customer, and to claim damages for breach of contract accordingly.

7. TITLE

Property in and title to the goods shall not pass to the customer until the goods have been paid for in full. In the case of any default in payment the Company may without prejudice to its other rights, take and retain possession of any goods for which full payment has not been made and the Company's liability for the sale of such goods will thereupon cease.

8. RISK

Risk in respect of all goods shall pass upon delivery.

9. ACCEPTANCE

The customer shall be deemed to have received, inspected and accepted the goods as satisfactory and complete in all respects unless written notice of any alleged non-delivery shortage or defect is received by the Company within 7 days from the date of delivery.

10. DEFECTS

- A) The Company shall be given every facility to examine the goods the subject of complaint.
- B) The Company warrants that the goods are manufactured in a workmanlike manner of merchantable quality and are reasonably fit for any purpose expressly mentioned in the Contract but shall not be liable for the goods failing to achieve any particular standard of performance unless expressly stipulated in the Contract.
- C) The Company shall not be liable for loss or profit, injury or damage or any consequence or special loss or damage sustained by the customer howsoever arising other than for death or personal injuries arising from the negligence of the Company or its employees.
- D) Subject as aforesaid all conditions and warranties whether expressed or implied and whether arising by statute, custom of the trade or, at common law, are excluded.
- E) Subject to receipt of notice under condition 9 of the Company may at its option either replace or make up or make good free of charge any goods accepted by the Company being incomplete or defective or may refund the price or give credit therefore.

11. CUSTOMER'S SPECIFICATION

- A) The Company shall not be responsible or liable in respect of goods produced in accordance with the customer's specification and the customer will indemnify the Company from and against all liability actions proceedings court claims and demand damages, expenses, loss or injury in respect thereof howsoever arising.
- B) Any alterations in specifications, manufacture, quantity or otherwise undertaken by the Company at the request of the customer may be charged extra at the Company's current rates and added to the invoice.

12. INDEMNITY

The customer shall indemnify the Company from and against all liability, loss, damage, injury, costs, expenses, claims and demands arising from any cause other than negligence or breach of contract by the Company.

13. DOCUMENTS AND DIES

- A) Drawings, sketches, quotations, and any other documents supplied by the Company shall remain the property of the Company and shall not be communicated to third parties.
- B) Tools, dies and moulds made to enable the order to be executed shall remain the property of the Company notwithstanding that their cost may be charged in whole or in part to the customer and the Company reserves the right to use or dispose of them at completion of the order.

14. TERMINATION

Without prejudice to any of its other rights the Company may, without liability, terminate the Contract or suspend further deliveries if:

- A) The customer shall commit any breach of this or any other Contract with the Company including failure to make payments on the due dates.
- B) If being an individual the customer shall die or become insolvent.
- C) Being a Company, the customer shall call any meeting of its creditors or have a Receiver of all or any of its assets appointed or enter into liquidation or become subject to a winding-up order of the court.
- D) The customer compounds with or negotiates for any composition with its creditors or permits any judgement against it to remain unsatisfied for seven days.
- E) If any distress execution or other legal process shall be levied upon the customer.

15. DIVISIBILITY

This Contract is divisible. The work performed in each pre-determined stage during the currency of the Contract shall be invoiced separately as stipulated in the quotation. Each invoice for work performed in any stage shall be payable by the customer in full accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed in any other stage of the contract.

16. GOVERNED BY ENGLISH LAW

The Contract between the Company and the customer shall be governed in all respects by English law and the customer shall submit to the jurisdiction of the English courts.

17. CANCELLATION

Any order or part order cancelled by the customer will be subject to a cancellation charge being made by the Company to the customer. Any goods purchased on behalf of the customer will be reimbursed by the customer.

These Terms and Conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. The Company reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.

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