



Terms & Conditions

1. Acceptance of Conditions

All contracts between Lilley Precision Engineering Ltd ("The Company") and the customer shall be governed by these terms and conditions which the customer shall accept to the exclusion of any other terms, whether conditions warranties or representations written or oral express or implied and whether or not the customer's conditions of purchase purport to prevail.

2. Variation of Conditions

No variation of these conditions shall be binding upon the Company unless expressly agreed in writing by the Company and signed by a Director of the Company.

3. Acceptance of Orders

The Company shall not be bound by any order from a customer unless the same is made in writing. If a customer wished to cancel an order where any costs have already been incurred by Lilley Precision Engineering Ltd, then a 30% cancellation fee may apply.

Upon placing an order with the Company the customer shall be deemed to have notice of these terms and conditions and to have made an unqualified acceptance of their application to the contract between the Company and the customer.

4. Price

All prices are the sale price before VAT. Any price quoted for the goods may be increased by the Company in accordance with market conditions at the date of actual supply and the customer shall pay such increase in addition to the quoted price. Without prejudice to the generality of the foregoing, market conditions shall include any increase in the cost of labour and/or materials operation and/or transport.

5. Payment

Payment must be made to the Company within 30 days from the month end of the Company's invoice. The Company reserves the right to charge interest upon any sums outstanding on or after the 31st day from the month end at the rate of 5% above Lloyds Bank Base Rate then in force. In the case of delivery by instalments the terms of payment apply to each instalment separately and in the event of failure to make payment by the appointed day in respect of each instalment, the Company reserves the right to suspend further delivery until payment is made or in the alternative the right to cancel the order so far as any goods remain to be delivered thereunder.

6. Time of Delivery

Any times stated by the Company for delivered are estimated and whilst the Company shall use its best endeavours to adhere to the same, it does not warrant that such delivery will be made within the times so stated and the Company shall not be liable for any loss or damage whatsoever caused to the customer in the event that such times are not adhered to.

7. Acceptance of Goods

The customer shall inspect the goods immediately upon their arrival and shall, within three days of receipt, give notice in writing to the Company of any complaint that the goods are not in accordance with the contract. If the customer fails to give such notice then the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be deemed to accept the goods in full satisfaction of the contract.

8. Non-delivery and Risk

The Company accepts no liability for loss or damage to goods in transit and the risk of any loss or damage to the goods shall be borne by the customer from the moment when such goods are despatched from the Company's premises.

The Company will, however, assist the customer in making any claim against the carrier providing that the customer complies with the following conditions:-

- a. Damage or shortage: The Company must be notified in writing within 3 days of receipt with full details of any loss/damage alleged and the packaging retained for inspection.
- b. Non-delivery: The Company must be notified in writing within 14 days of date of dispatch.

9. Property

a. Subject to sub-paragraph 9c. below all goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the customer shall have paid the Company for them together with the full price of any other goods, the subject of any other contract with the Company. The Company may for the purpose of recovery of its goods enter upon any premises where they stored or where they are reasonably thought to be stored and may repossess them. Until such time as the Customer pays for the goods he shall store them upon his premises separately from his own goods or those of any other person in a manner which make them readily identifiable as the goods of the Company. The customer acknowledges that he is in possession of the goods solely as a fiduciary for the Company until payment for them. In the event of the customer selling the goods or some of them prior to his payment to the Company for them then the entire proceeds of such sale shall be held by the customer in trust for the Company and shall not be mingled with any other monies or paid into any overdrawn Bank account and shall be at all times identifiable as the Company's monies until the customer has paid the Company for the goods. If goods which remain the property of the Company are admixed with goods which are the property of the customer or are processed with or incorporated therein the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company so long as the customer shall not have paid for the goods. If the goods which remain the property of the Company are admixed with goods the property of any other person or are processed with or incorporated therein the product thereof shall become or shall be deemed to be owned by the Company in common with that other person.

b. Without prejudice to and notwithstanding sub-paragraph 9 a. above the Company may maintain an action against the customer for the price of goods delivered to the customer for which payment has not been received.

c. The Company may be written notice to the customer signed by a Director of the Company relinquish title to the goods specified in such notice whereby property in the said goods shall pass to the customer absolutely notwithstanding that the customer has not paid for the said or other goods supplied by the Company.

10. Quality

The Company warrants that the goods supplied shall be of good quality and workmanship and all other warranties express or implied are specifically excluded save where such exclusion is prohibited by Law. The Company's liability in respect of quality shall be limited to repair or replacement of goods (in the sole discretion of the Company) which do not comply with this warranty by reason of defects in materials or workmanship arising within 6 months of the invoice date. The Company does not warrant the goods are reasonably fit for any particular purpose unless the customer states at the time of his order the particular purpose for which the goods are required.

11. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or other usurpation of power, the Company shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any Salute, rule, regulation, order or requisition issued by any Government Department, Council or other duly constituted authority or from strikes, lock-outs, breakdown of plant or any other cause (whether or not of a like nature) beyond the Company's control.

12. Patents

The customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable if any work due in accordance with the customer's specification involves an infringement of a registered design or patent.

13. Partial Completion

In the case of partial completion of an order the Company shall be entitled to a quantum meruit in respect of all work done by it without prejudice to its rights should non-completion be occasioned by the customer.

14. Storage

If for any reason the customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Company shall if its storage facilities permit store the goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the customer shall be liable to the Company for the reasonable costs (including insurance) of its so doing.

15. Lien

(a) Notwithstanding the credit has previously been given for the payment of the price of goods the Company shall be entitled to retain possession of such goods until payment is received.

(b) In addition to any right of lien to which the Company may by law be entitled the Company shall (in the event of the customer's insolvency) be entitled to a general lien upon all goods or other property of the customer in the Company's possession (whether or not such goods or some of them may) have been paid for) for the unpaid price of any other goods sold and delivered to the customer by the Company any other monies of whatever nature owed by the customer to the Company under the same or any other contract. The said goods or property may be sold by the Company either in whole or in part upon giving reasonable notice to the customer by whatever method the Company may reasonably determine to satisfy such lien or liens.

16. Liability

The Company shall not be liable to the customer for any loss or damage whatsoever and howsoever arising occasioned to any person, property or interest of the customer in connection with the installation, use, function or condition of any goods or any services supplied by the Company or any act or omission of the Company, its servants, or agents save for personal injury or death resulting from the Company's negligence.

17. Proper law of contract

The proper law of this contract shall be the law of England.