

1. Definitions

- 1.1. "Buyer" means the company or person who buys or agrees to buy goods from the seller
- 1.2. "Seller" means Millmerran Research and Manufacturing Associates Ltd, Units 18/19 Wentworth Road, Heathfield Ind Estate, Newton Abbot, Devon, TQ12 6TL
- 1.3. "Goods" means the products/services that the buyer agrees to buy from the seller
- 1.4. "Price" means the price for the goods excluding VAT (if applicable)
- 1.5. "Ex-works" means FCA (our premises).
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller

2. Conditions

- 2.1. These Terms and Conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms including any terms or conditions that the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. All orders received from the buyer shall only be accepted when an order acknowledgement is sent and the Terms and Conditions shall apply.
- 2.3. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Price & Payment

- 3.1. The price shall be as agreed with the buyer and is exclusive of VAT, if applicable.
- 3.2. For goods supplied on ex-works terms; the invoice will be raised on the 5th working day after advice of completion has been given.
- 3.3. Payment of the price and VAT and any other applicable costs shall be agreed at time of order and stated on the order acknowledgement.
- 3.4. If account payments are overdue, we reserve the right to hold orders. If goods are already made and the account is overdue, storage charges will still apply – see 4.4.
- 3.5. Consistent late payment of account may result in the removal of any credit terms

4. Delivery of The Goods

- 4.1. Unless otherwise agreed, delivery of the goods shall be as specified in the Buyer's Purchase Order and the Buyer shall be deemed to have accepted the goods upon their delivery.
- 4.2. Goods over 25kg and/or over 1.2m in length will be palletized and charged accordingly.
- 4.3. The delivery date specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the Contract.
- 4.4. For goods supplied on ex-works terms: if goods are not collected within 5 working days of advice of completion of order, storage charges will become applicable.
- 4.5. If the Seller is unable to deliver the goods for reasons outside its control, then the Seller shall be entitled to place the goods into storage and the Buyer shall be liable for any expense incurred.
- 4.6. If the goods have been damaged during transportation, the Buyer must notify the Seller of the damage within 24 hours of delivery.

5. Cancellation

- 5.1. The order shall not be cancelled by the customer without Millmerran's written agreement. Upon cancellation (with or without such agreement) the customer shall indemnify Millmerran in respect of all losses arising eg: value of work carried out to date, cost of materials and storage.

6. Title

- 6.1. Title to the goods shall not pass to the Buyer until the Seller receives payment in full.

7. Guarantee

- 7.1. Where the goods are found to be defective, the Seller shall repair, or in its sole discretion, replace defective goods free of charge, subject to the following conditions: the Buyer notifying the Seller of the defect within 5 days of the defect becoming apparent; such notice being served within 90 days of delivery; the defect being due to faulty design, materials or workmanship of the Seller.
- 7.2. Any goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense.
- 7.3. Where the goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of goods shall be passed on to the Buyer.

- 7.4. Subject to the Seller's liability under Clause 6 and subject to Clause 8, the Seller shall be under no liability whatever to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer, or for any loss or damage to or caused by the goods.

- 7.5. Subject to this Clause 7 and to Clause 8, all other warranties, conditions or terms whether made expressly or implied by common law or by statute relating to use, quality, and/or fitness for purpose are excluded.

8. Limitation of Liability

- 8.1. Subject to Clauses 8.2 and 8.3, in the event of any breach of these Terms and Conditions by the Seller, the remedies of the Buyer shall be limited to the damages which shall in no circumstances exceed the price of the goods.
- 8.2. The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 8.3. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller's negligence or of its employees or agents.

9. Force Majeure

- 9.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

10. Severance

- 9.1. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be served and the remainder or the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

11. Governing Law and Jurisdiction

- 10.1. These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

12. Data Storage

- 11.1. Both Seller and Buyer shall comply with the Data Protection Legislation. Data Protection Legislation shall mean the EU General Data Protection Regulation 2016/679 (GDPR) and the UK Data Protection Act 2018.