

# TERMS AND CONDITIONS OF SALE

Nothing in these Terms and Conditions shall affect the statutory rights of consumers (not being a business) under the Unfair Contract Terms Act 1977 and the Sale of Goods Act 1979, as amended from time to time.

All goods and services supplied by Rainford Precision Machines Ltd, its subsidiaries, holding companies, or subsidiaries of its holding company (collectively, "Rainford") are sold subject to the following conditions:

**DEFINITIONS** - "The Purchaser" refers to the individual or entity who purchases or has agreed to purchase the Goods. "Goods" refers to any items or services supplied by Rainford.

PRICES - Rainford reserves the right to change prices without prior notice, unless a specific validity period for the quoted price has been stated. All prices are exclusive of VAT.

**PAYMENT** - Full payment is due within 30 Days Net EOM of the invoice date, and timely payment is essential to this contract. Rainford reserves the right to withhold further supply of goods until all outstanding amounts are settled. Rainford may apply any payments received against any outstanding invoices, regardless of whether the payments relate to the specific goods or documents in question. Cash Accounts, goods ordered on a pro-forma will not be processed until payment is received in full.

**QUOTATIONS AND INVOICES** - Rainford reserves the right to correct any accidental errors or omissions in quotations or invoices. All quotations in respect of goods to be delivered from the stock are subject to such goods remaining or being unsold on receipt of the buyer's order. All quotations are valid for 30 days.

### **CARRIAGE AND PACKING**

All orders for delivery within the United Kingdom will be delivered, with carriage and packing paid, to the Purchaser's designated premises. Rainford reserves the right to charge delivery rates prevailing at the time of dispatch unless otherwise agreed in writing. Rainford accepts no liability for loss, destruction, or deterioration of goods requiring special precautions if written notice of such requirements is not provided prior to dispatch. All export shipments are charged to the client's preferred carrier account when available.

## DELIVERY

Any quoted delivery dates are estimates only, and time is not of the essence with respect to these dates. Rainford accepts no liability for failure to supply or deliver within the quoted period. Rainford may make partial or instalment deliveries, and these Terms and Conditions apply to each such delivery.

## **FORCE MAJEURE**

Rainford shall not be liable for any delay in delivery or failure to deliver goods due to causes beyond its control or that of its subcontractors or suppliers. Such causes include, but are not limited to, material shortages, civil commotion, accidents, strikes, lockouts, acts of God, or restrictions imposed by governmental or other authorities. In such cases, Rainford is entitled to postpone delivery for up to 30 days. If the cause continues beyond this period, the Purchaser may cancel the order by giving Rainford written notice, and Rainford shall not be liable for any resulting breach of contract or delay.

## **PROPERTY AND RISK**

Ownership of the goods remains with Rainford until full payment of any outstanding sums is received. Should payment not be made by the due date, or if the Purchaser fails to pay sums outstanding under any other contract (including for instalments or partial deliveries), Rainford reserves the right, without prior notice, to terminate any other orders or contracts, suspend delivery of any instalment, exercise a lien and sale over the Purchaser's property in its possession, and exercise the right of stoppage in transit, without prejudice to any other remedies. Risk in the goods passes to the Purchaser upon delivery to the designated premises. Interest on overdue amounts will accrue at a rate of 5%.

#### **RETURNS**

Goods supplied as ordered may not be returned for credit without the prior written consent of Rainford. Any goods returned without such consent may be refused. Items supplied from stock that are accepted for return will be subject to a minimum restocking charge of 20%, unless otherwise agreed in advance by Rainford. Made-to-order items are Non-Returnable and Non-Refundable. Please ensure that the details are correct prior to placing your order.

#### **DAMAGE IN TRANSIT**

Rainford accepts no liability for goods found to be faulty or damaged unless such fault or damage is proven to have occurred prior to dispatch. At Rainford's sole discretion, faulty or damaged goods delivered to the Purchaser's designated premises may be credited, repaired, or replaced, provided the Purchaser submits a written claim within 7 days of delivery. Damaged goods and their original packaging must be retained for inspection and returned to Rainford carriage paid.

#### **CANCELLATION AND VARIATION OF PURCHASER'S ORDER**

An order may not be cancelled or amended without the prior written consent of Rainford. Such consent may be granted at Rainford's sole discretion and may be conditional upon the Purchaser providing an indemnity to cover any losses incurred by Rainford as a result of the cancellation or variation.

## CONSEQUENTIAL LOSS

For machined items, Rainford guarantees that all work has been completed in accordance with the drawings and specifications provided by the Purchaser. Any warranties or conditions, whether expressed or implied, statutory or otherwise—including those relating to conformity with description, sample, fitness for purpose, or quality—are expressly excluded. Rainford accepts no liability for any consequential loss or damage of any kind arising from goods sold, repaired, converted, or services rendered.

### VARIATION

Acceptance of the goods constitutes acceptance of these terms and conditions. No variation or waiver of these terms, nor the application of any other terms and conditions, shall be effective unless agreed in writing and signed on behalf of Rainford.

## **GOVERNING LAW**

All contracts between Rainford and the Purchaser shall be governed by and interpreted in accordance with English law. The Purchaser agrees to submit to the non-exclusive jurisdiction of the English Courts.

## **HEADINGS**

The headings used in these terms and conditions are for convenience only and shall not affect their interpretation.