



R&D Engineering Ltd - Terms and Conditions (T&C's)

1. Definitions

“Company” means R&D Engineering Ltd, a Company having its registered address at **The Haughs, Lower Auchenreath, Fochabers, IV32 7PS**, registered under the laws of Scotland, with registered Company No. SC812442.

“Customer” means the person, persons, firm or company for which the Company shall provide the Goods and/or Services to

“Parties” means the “Company” and the “Customer”

“Services” means work the Company is required to carry out in accordance with the order, including the provision of all materials, services and equipment and/ or Goods to be rendered in accordance with the order.

2. General

The Terms and Conditions provided here-in shall apply to any and all quotations, orders, and contracts for the supply of goods and/or services by Company to Customer, unless otherwise explicitly agreed to in writing by the Parties.

Any order placed with the Company constitutes acceptance of these Terms and Conditions unless otherwise agreed in writing.

Any terms proposed by the Customer that conflict, with these Terms shall not apply unless expressly agreed in writing by the Company.

3. Quotations

All quotations issued by the Company are valid for thirty (30) calendar days from the date of issue by Company, unless otherwise stated in writing. Quotations are based on drawings, specifications, quantities, and other information supplied by the Customer. The Customer agrees that Company shall not be liable for any defect in performance of the services as a result of inadequate information, drawings or specifications or other information provided by the Customer.

The Company reserves the right to amend or withdraw a quotation prior to order acceptance.

4. Orders

Orders must be submitted in writing and reference the Company quotation where applicable.

Once accepted, order cancellation or modification may be subject to payment and or compensation by the Customer for any and all costs incurred until date of cancellation or modification, including but not limited to materials purchased, subcontracted costs incurred by the Company in performance of the services, administrative costs, or any materials purchased or other.

5. Variations

Company and/ or Customer shall be entitled to make variations to any aspect of the Services upon written agreement by the Parties, unless otherwise agreed to by the Company. If such a variation causes a change in the cost to Company for performing the Services or a change to the delivery schedule, this shall be agreed prior to performance of such Services.

6. Pricing and Material Costs

Prices quoted are based on material and supplier costs at the time of quotation.

The Company reserves the right to adjust prices where material costs, supplier charges, or other external costs increase after quotation or order acceptance.

All prices are exclusive of VAT which shall be charged by and accounted to the relevant tax authority by the relevant party as is required under the prevailing VAT legislation. unless otherwise stated.

7. Payment Terms

Payment terms are strictly thirty (30) days from the date of issuance of invoice by Company to Customer unless otherwise agreed in writing by the Company

The Company reserves the right to charge interest on overdue accounts in accordance with applicable legislation.

The Company reserves the right to suspend or terminate any order placed and or ongoing work, deliveries, or future orders where payment terms are not met.

8. Delivery

Delivery dates are estimates unless otherwisely confirmed in writing by Company.

The Company shall not be liable for delays caused by circumstances beyond its reasonable control including supplier delays, equipment breakdown, or force majeure events.

9. Inspection and Rejection

Customers must inspect any Services provided upon receipt of delivery.

Any claim relating to defects, shortages, or non-conforming Services must be notified in writing to the Company within seven (7) calander days of delivery.

Failure to notify within this period shall be deemed acceptance of the Services

10. Quality and Tolerances

Parts will be manufactured according to the drawings and specifications supplied by the Customer. Where tolerances are not specified, recognised industry standard machining tolerances will apply.

11. Batch Quantity Tolerance

For production runs the Company reserves the right to deliver a quantity within $\pm 5\%$ of the ordered amount unless otherwise agreed in writing.

The invoiced quantity will reflect the number of parts actually supplied.

12. Scrap Allowance

Due to the nature of Company machining and manufacturing processes, a reasonable scrap allowance may occur during production.

The Company shall only invoice for acceptable parts delivered unless otherwise agreed.

13. Cosmetic Finish

Minor cosmetic marks, tool marks, or handling marks that do not affect function, performance, or dimensional compliance shall not be considered defects.

14. Subcontracted Processes

The Company reserves the right to subcontract specialist processes including but not limited to heat treatment, surface coating, plating, grinding, or testing where necessary to complete the order.

15. Customer Supplied Materials

Where the Customer supplies material, components, or tooling for machining, the Company accepts no liability for defects, failures, or scrap arising from the quality or suitability of such materials.

Machining customer supplied material is undertaken at the Customer's risk.

16. Tooling and Programming

Any tooling, fixtures, or Company programs created by the Company for the purpose of manufacturing components remain the property of the Company unless otherwise agreed in writing.

Tooling charges invoiced to the Customer cover manufacturing costs only and do not transfer ownership unless specified.

17. Storage and Delayed Collection

If the Customer delays delivery, collection, or call-off of completed Services for more than thirty (30) calendar days

after notification of completion, the Company reserves the right to charge reasonable storage and handling fees.

18. Limitation of Liability

Notwithstanding any provision to the contrary within these terms and conditions here-in, the Company's total overall liability to the Customer under the Services shall be limited to repair, replacement, or credit up to one hundred percent (100%) of the total value of the applicable purchase order or the applicable defective part of the Services supplied by the Company, whichever is lower, provided however that such limit shall not apply to any death and/or personal injury claims which cannot otherwise be excluded at law.

The Company shall not be liable for indirect or consequential losses including loss of profit, production downtime, or business interruption.

19. Retention of Title

All Services remain the property of Company until full payment has been received.

20. Confidentiality and Intellectual Property

Customer drawings, specifications, and technical information will be treated as confidential.

Intellectual property provided by the Customer remains the property of the Customer and will only be used for the purpose of fulfilling the order.

21. Force Majeure

The Company shall not be liable for failure or delay caused by events beyond its reasonable control including but not limited to: natural disasters, supply shortages, labour disputes, transport disruption, equipment failure, changes to any general or local statute, ordinance, decree, or other law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or bye-law; Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power or other

22. Anti Bribery and Corruption

Both Parties shall uphold the highest standards of business ethics in the performance of the Services. Honesty, fairness and integrity shall be paramount principles in the dealings between the Parties. Neither the Company nor the Customer shall knowingly involve itself in any business in connection with, or use information arising from, the Services, in any manner which conflicts with the interests of the other Party. The Customer and the Company represents and warrants that it will comply with all applicable laws in respect of the performance of its obligations under the Services including without limitation all applicable laws and regulations relating to taxation, exchange controls, customs matters, anti-corruption, anti-trust, anti-money laundering, trade sanctions and criminal matters. In particular, the Customer and the Company shall fully comply with the provisions of: (i) the Bribery Act 2010 (as enacted in the United Kingdom and as supplemented and/or amended from time to time), and the Customer shall not contravene Applicable Anti-Bribery Laws or cause the Company to contravene the applicable anti-bribery Laws. Furthermore, the Customer and the Company represents and warrants that it will not receive, make payment of or offer to make payment of or receive any inducement, improper payment or bribe in relation to the Services.

23. Termination

The Company shall have the right by giving notice to terminate all or any part of the order at such time or times as the COMPANY may, in its sole discretion, consider necessary for any or all of the following reasons:

- (a) To suit the convenience of the Company; or
- (b) In accordance with Clause 21 (Force Majeure); or
- (c) in the event of any default on the part of the Customer

Following termination or expiration of the order, the following provisions shall survive the expiration and/or termination and shall remain in full force and effect; Clause 7 (Payment), Clause 18 (Limitation of Liability).

All obligations and liabilities both Parties acquire under these provisions shall still apply following termination and/or expiration.

24 . Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Scotland. Any disputes shall be subject to the jurisdiction of the Scottish courts.