



**Unit 1, Ewhurst Avenue,
Selly Oak,
Birmingham, B29 6EY
Vat No. 378 2576 10
Registered in England No.950647
Tel: 0121 472 6241
Fax: 0121 472 5396
www.sheenspark.co.uk**

Standard Terms & Conditions of Sale

1. These terms and conditions shall be incorporated into any order which we accept or execute and all quotations are given subject to them. No variation of these terms or conditions will apply unless expressly agreed by the Company in writing. Where a customers' order form or other documents contains or refers to conditions, such conditions will only apply in the Contract in so far as they are not at variance with these conditions and these conditions shall in all circumstances prevail.
2. Our quotations are not offers and no contract is formal until we have accepted the customers' order. An order submitted on the terms of a quotation should refer to the quotation. Our quotations are valid for a period of 60 days only and are exclusive of VAT which will be charged at the appropriate rate. In addition to EDM machining prices of free issue components, we will indicate estimate costs for electrodes, fixtures, gauges and laboratory costs and freight will be charged at cost. Our company will not be liable for replacement costs of defective components. We expect to use in-house facilities for inspection or to agree inspection methods for complex or limited tolerance components. Our quotations are based on receipt of orders that have Terms and Conditions that are commercially acceptable to our company.
3. Any delivery date which we give is given in good faith but is deemed not to be an essential term of the contract. We do not accept any liability for delay in delivery or non-delivery arising from any cause. The customer shall notify us in writing within 7 days of notification that the goods are ready for despatch of all necessary forwarding instructions. In the event of delay by the customer in giving forwarding instructions the Purchaser shall pay all costs and expenses, including a charge for storage occasioned thereby and we shall be entitled to arrange transport and storage at the Customers' expense at suitable alternative premises to ours.
4. All Aerospace components will be machined and inspected to the specified standards. In the event of machining errors, the components will be returned

with appropriate warning tags to prevent installation into an aircraft unless approved by your Quality Personnel. We will also tag components for which a Quality Concession has been requested. We will provide a Certificate of Conformity with every order completed to the required Quality Standards.

5. The payment terms are strictly net monthly unless other terms of payment have been agreed by us in writing. Payments of monthly accounts should be due by the last day of the calendar month following the month in which the goods were invoiced and should be paid at the Company's registered office.
6. Orders which we have accepted may not be cancelled unless we consent in writing and we may as a condition of giving such consent require payment of such sums which will indemnify us against all loss (including loss of profit) which we may suffer as a result of that cancellation.
7. All goods and materials should be examined by the customer on delivery. The company shall not be liable for claims in respect of shortage or damage in transit unless the carrier and the company is notified in writing within 3 days of delivery or, in the case of non-delivery, of notice being given in writing within 7 days of the notice of despatch of the goods from the works to the company or the sub-contractors.
8. Goods are at the Customers' risk after the despatch from our works or the works of any sub-contractors. Freight carriers acting on our behalf will only insure the value of our invoices. Any insurance required to cover the value of the goods will be our customers' responsibility.
9. We cannot accept responsibility for goods ordered either subject to any patent, registered design, trademark or copyright and the placing of such order shall be considered as an undertaking by the customer to indemnify us against any loss or claim in respect of infringement of any such patent, registered design, trademark or copyright.
10. The purchaser shall be responsible for the accuracy of all information and drawings supplied by it and the company shall not be under any responsibility to check the accuracy thereof. The purchaser shall indemnify the company from and against all actions, claims, costs and proceedings which arise due to manufacture, components, drawings and specifications of the customer where such drawings and specifications shall be at fault or where it is alleged that they are involved in an infringement of patent, registered design, copyright or other exclusive right.
11. The company will be entitled to cancel a contract should the customer or any holding company, associate company or subsidiaries company of the customer be in arrears with payment for any other contract or shall become insolvent or go into liquidation or have a receiver appointed or suffer any execution or distress to be levied on its goods and such cancellation shall be without prejudice to any claim which the company may have against the customer.
12. The company shall be entitled to appoint one or more approved sub-contractor to carry out all or any of its obligations.

13. The company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God, governmental restriction, condition or control, by reason of any act done or not done pursuant to a trade dispute, whether the dispute involves the company's servants or not, or any sub-contractors servants or not or by reason by any other act, matter or thing beyond the reasonable control of the company.
14. It is a term of this contract that title in the goods referred to shall not pass to the customer whilst there is any money due from the purchaser to the company whether under this contract or otherwise.
15. Except whether otherwise specifically agreed in writing by the company the contract shall in all respects be treated and construed as an English contract and in conformity with English Law and any dispute arising here from shall be referred to an English Court.
16. The company and our subcontractors shall conduct business ethically and comply with all applicable laws, statutes, regulations and codes in-force including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015, Data Protection Act 1998, COSHH, REACH, and Health and Safety Legislation.
17. Sheen Spark will allow access to its facility, upon request to any of its customers
18. Details of any part of the process that is sub-contracted out to a "third party" shall be relayed to the customer. Access to the third party company must be available upon request by the customer. Sheen Spark, will seek permission or acknowledgement from the customer before sub-contracting work out to a third party

