

Terms and Conditions

Nothing in these Terms and Conditions will affect or restrict the statutory rights of a consumer.

1. DEFINITION. 1.1 In these Terms and Conditions unless the context requires otherwise.

(a) "the Seller" means Acres (Willington) Limited

(b) "the Buyer" means the party to which the Quotation is addressed (c) "the Quotation" means the quotation or tender supplied by the Seller to the Buyer (d) "The Goods" means the articles mentioned in the Quotation

(e) "the Contract" means the contract of sale arising by acceptance of the Quotation.

1.2. Headings in these Terms and Conditions are for convenience only and shall not affect the construction of the Contract; the masculine shall include all genders and the singular shall include the plural; any reference to statutory provisions is a reference to such statutory provisions as amended or re-enacted from time to time.

2. APPLICATION. These Terms and Conditions form part of the Quotation except insofar as inconsistent with the express terms thereof.

3. ACCEPTANCE OF QUOTATION. The Buyer must accept the Quotation in writing within 30 days from the date of the Quotation or such longer period as may be stated in the Quotation. Such acceptance shall be deemed unqualified and shall not be deemed to incorporate any other conditions of the Buyer notwithstanding that they are included in or annexed to such acceptance.

4. FORMATION OF CONTRACT. 4.1. Notwithstanding acceptance of the Quotation by the Buyer no Contract shall arise unless and until The Seller gives written confirmation of the order to the Buyer. The Seller is free to refuse such confirmation within 14 days of receipt without giving any reason. 4.2 No variation to the Contract is effective unless agreed in writing by an authorised representative of the Seller.

5. CANCELLATION. The Buyer shall not be entitled to cancel the Contract nor to require delay in its performance.

6. INSTRUCTIONS. The Quotation is conditional on the Buyer's giving all necessary instructions to enable the Goods to be manufactured as quickly as possible following the making of the Contract. Any increase in cost of manufacture resulting from failure to give instructions or suspension of work at the Buyer's request will be charged as an addition to the quoted price.

7. INSPECTION A charge will be made for any tests or inspections required by the Buyer before delivery except insofar as these are specifically provided for in the Quotation. Not less than seven days' notice shall be given to the Buyer of the date when any test or inspection may be made by the Buyer and if the Buyer fails to attend on such date the Buyer shall be deemed to have waived its rights to the same.

8. PERFORMANCE. Except as specifically defined in the Quotation all specifications drawings illustrations and other descriptions and all estimates of performance given by the Seller whether prior to or with the Quotation are intended merely to indicate the general nature of the Seller's productions and shall not be treated as constituting any representation in regard to the Goods. The Buyer shall be deemed to have entered into the Contract without any reliance on any information so supplied.

9. BUYER'S DESIGNS. Where Goods are made to the Buyer's designs or are designed or copied specifically to its order the Seller does not warrant that such Goods will not infringe the rights of third parties and the Buyer shall in such case indemnify the Seller against all claims for infringement of patent or other rights. The Seller accepts no responsibility for the accuracy of drawings patterns or specifications supplied by the Buyer.

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<p>10. MODIFICATIONS. The Seller will not be responsible for any modification amendment nor alteration in design made to the Goods by the Buyer without the prior written consent of the Seller.</p>
<p>11. DELIVERY. 11.1. Unless otherwise specifically agreed in writing Delivery means the Seller's making the Goods available at the Seller's premises for collection by or despatch to the Buyer. Risk in the Goods shall pass on Delivery.</p>
<p>11.2. Any time or date quoted for Delivery named by the Seller runs from the date of receipt by the Seller of all instructions necessary to enable it to proceed with manufacture. 11.3. Anytime or date for Delivery named by the Seller is an estimate only and the Seller shall not be liable for the consequences of any delay.</p>
<p>Where delay is occasioned by strikes, fire, accident, shortage of materials or other causes outside the Seller's control the time for Delivery shall be correspondingly extended.</p>
<p>11.4. The company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.</p>
<p>If the company exercises its right to make deliveries/and or services in accordance with sub-paragraph 11.4 above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the contract or the delivery /service of any other instalment or to withhold payment in respect of instalment previously delivered/serviced</p>
<p>12. STORAGE. Delivery instructions must be given by the Buyer within seven days after notification that the Goods are ready for Delivery. In default the Goods will be stored at the Buyer's risk and the Seller will make a storage charge.</p>
<p>13. DESPATCH. Where the Quotation provides for delivery to the Buyer's address the Seller will make good free of charge any damage in transit provided that the Buyer has signed for the Goods as 'damaged' or unexamined and within three days after receipt gives notice of the damage to the Seller and the carriers. The Seller will not be liable for any consequential loss due to damage or delay in transit.</p>
<p>14. PACKING. 14.1. Unless otherwise specified by the Seller, all packing cases and other materials used for delivery must be returned to the Seller at the Buyer's expense and in good condition within one month of delivery of the Goods. 14.2. Subject to Clause 13 Delivery of the Goods is to be made ex the Seller's works and they shall be packed and carried at the risk and cost of the Buyer.</p>
<p>15. GUARANTEE. 15.1. Except for damage arising in transit as mentioned in Clause 13 and as provided in Clause 15.2 the Seller will make good any defects in the Goods of which written notice is given to it by the Buyer within six months after delivery and which are due solely to faulty workmanship or materials. The defective Goods shall be returned to the Seller carriage-paid and any new parts or repairs will be provided by the Seller subject to these Terms and Conditions. 15.2 Clause 15.1 shall not apply to Goods nor components forming part of the Goods that are not of the Seller's manufacture but the Seller will use its best endeavours to secure to the Buyer the benefit of any warranty in respect thereof given by the actual manufacturer.</p>
<p>16. GENERAL LIABILITY. No warranty is given or to be implied by statute or otherwise as to the state quality fitness or performance of the Goods and except as provided by Clause 15 the Seller shall not be liable for any loss or damage, whether direct or indirect, arising from any defect in or failure of performance of the Goods.</p>
<p>17. INVOICES. The Goods will be invoiced at the date of Delivery</p>

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18. PAYMENT. 18.1 Payment of the price is to be made strictly as stated in the Quotation and without any delay for any defect in the Goods discovered after Delivery or by reason of the Buyer's failure to take Delivery. The Seller's obligations under Clause 15 are subject to observance by the Buyer of its obligations under this condition.

18.2. An agreement to accept payment on credit terms shall be effective only if in writing signed by an authorised representative of the Seller. Any agreed credit period shall commence from the date of Delivery.

18.3. In the absence of the Seller's agreement to accept payment on credit terms, the Seller will accept payment by cheque only if the Seller receives the cheque at least five clear banking days before the date on which delivery of the Goods is intended to take place. Payment shall not be deemed to have been made until cleared funds are received at the Seller's bank. 18.4. The Seller reserves the right at any time prior to payment to request bankers or any other references as to the Buyer's financial status. Failing receipt of satisfactory references the Seller may withdraw any agreement to receive payment otherwise than in cash on Delivery.

18.5. If no specific date for payment is set out in the Quotation and credit terms have not been agreed the due date for payment shall be deemed to be the earlier of: a) the date of Delivery of the Goods; and b) the date which is seven days after notice from the Seller to the Buyer that the Goods are ready for Delivery. 18.6. Interest will be charged to the Buyer on all amounts remaining outstanding and unpaid after the due date for payment and/or on all sums due by way of damages for breach of the Contract at the rate of 2% per annum above the base rate of HSBC Bank plc from time to time in force and shall be calculated and accrue on a day to day basis from the date on which payment fell due until payment in full has been received by the Seller (whether made before or after judgement has been obtained). 18.7. Normally, amounts received from the Buyer shall be applied in payment of the oldest debt but the Seller may at any time in its absolute discretion appropriate any payment it receives to such outstanding debt as the Seller thinks fit, notwithstanding any purported appropriation to the contrary by the Buyer.

19. Title. 19.1. Notwithstanding Delivery, until the Seller has received from the Buyer payment of all sums payable to the Seller, whether under the Contract or any other contract, both beneficial and legal title to the Goods shall remain in the Seller. 19.2. Whilst title in the Goods remains in the Seller, the Buyer:

a) shall be in possession of the Goods as bailee of the Seller and entitled to use the Goods (and 'use' means use in the ordinary course of the Buyer's business), until the occurrence of the first of the events or dates specified in Clause 19.3; b) shall keep the Goods safe and in good condition and insure them for their full replacement value against all usual risks and shall forthwith upon receipt account to the Seller for any proceeds of such insurance, without deduction; c) shall not create any encumbrance over the Goods nor do anything inconsistent with the Seller's title to the Goods;

d) irrevocably authorises the Seller's representatives to enter any premises at which the Goods are situate for the purposes of inspecting the Goods and identifying them as the Seller's property. 19.3. The Seller may by notice to the Buyer revoke the Buyer's power of possession and use of the Goods: a) if the Seller has any doubt as to the ability or willingness of the Buyer to pay to the Seller any sum on the due date: b) if the Seller has reason to believe the Buyer is in breach of any term of the Contract or any other contract with the Seller.

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19.4. The Buyer's power of possession and use of the Goods shall terminate: a) on the date on which notice is given by the Seller under Clause 19.3; and/or b) if any of the following happens to the Buyer; i) being an individual, he is unable to pay his debts within the meaning of Section 268 of Insolvency Act 1986 or a petition is presented or order made for his bankruptcy or an interim order is made or, in Scotland, he is declared not our bankrupt; ii) being a company, it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or a petition is presented or a resolution proposed or passed for its winding up or dissolution or an application or order is made for the appointment of a liquidator or administrator or an incumbrancer takes possession of or a receiver is appointed over all or any part of its assets or undertaking iii) a distress, execution or other process is levied on its undertaking or any part of its assets and is not discharged within 7 days. iv) it calls a meeting of or proposes or makes any arrangement or composition with all or any part of its creditors; v) any event or process of like nature to those set out in paragraphs (b) (i) to (iv) above in any jurisdiction. 19.5. Upon revocation or determination of the Buyer's power of possession and use of the Goods the Buyer shall yield up the Goods in good condition to the Seller and (if so required by the Seller) at its own expense deliver the Goods to an address in the United Kingdom specified by the Seller and shall be deemed irrevocably to authorise the Seller to enter upon any of its premises with or without vehicles for the purposes of removing the Goods. 19.6. In the event of the Buyer's having disposed of the Goods prior to payment the Seller shall be entitled to trace the proceeds of sale in the hands of the Buyer.

20. THE SELLER'S RIGHTS. The repossession of the Goods by the Seller in accordance with Clause 19 shall be without prejudice to all or any of the Seller's rights or remedies against the Buyer.

21. ARBITRATION. Any difference or dispute arising in relation to the Contract shall be determined by the award of an arbitrator to be appointed by agreement between the parties and in default of agreement by the President of the Institution of Mechanical Engineers and otherwise in accordance with the Arbitration Act 1950.

22. WAIVERS. No waiver of any of the Seller's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Seller's rights in relation to different circumstances or the recurrence of similar circumstances.

23. NOTICES. Any notice under these terms and conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the Contract or to such address as the Buyer from time to time notifies as the address for service and shall be deemed served, in the case of postal notice on the expiry of 48 hours from time of posting, in the case of telex on the recording of the 'answer back' code on the sender's machine, and in the case of facsimile on completion of transmission to the sender.

24. FORCE MAJEURE. The Seller shall not be liable to the Buyer if unable to carry out any provision of the Contract for any reason beyond its control including (without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock-out, strike, stoppage or other action by employees or third parties in contemplation of furtherance of any dispute or owing to the inability to procure goods or services required for the performance of the Contract.

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25. GENERAL PROVISIONS. 25.1. Each of these terms and conditions and such paragraph hereof shall be construed as separate conditions; should any provision be found to be invalid or unenforceable or an unreasonable restriction of the Seller's liability then such provision shall apply with such modification as may be necessary to make it valid and effective. 25.2. English law shall govern construction and operation of the Contract and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

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