

**CARRICK UK ENGINEERING LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

Please read this document carefully as all goods and services supplied by Carrick UK Engineering Limited will be supplied subject to these terms and conditions.

**1. Definitions**

1.1. In these terms and conditions, the following definitions shall apply:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England.
<b>Conditions</b>	these terms and conditions, the Order Confirmation, Quote or Proposal Document and any provided Schedules, as amended from time to time.
<b>Contract</b>	the contract between Carrick Engineering and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
<b>Customer</b>	the person, firm or body corporate who purchases the Goods and/or Services from Carrick Engineering Limited as described in the Order Confirmation, Quote or Proposal Document.
<b>Due Date</b>	the date referred to in the Order Confirmation or within 30 days of the date of Carrick Engineering's invoice for the Goods and/or Services.
<b>Ex Works Carrick Engineering</b>	the meaning given by Incoterms 2010.
<b>Free on Board Goods</b>	the supplier of the Goods and/or Services, whose details are provided in the Order Confirmation, Quote or Proposal Document.
<b>Intellectual Property Rights</b>	the meaning given by Incoterms 2010.
	means the goods (or any part of them) as set out in the Order Confirmation.
	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Order Confirmation</b>	Carrick Engineering's standard document annexed to these Conditions which describes the Goods and/or Services to be provided to the Customer.
<b>Services</b>	means the services as set out in the Order Confirmation.
<b>Purchase Order</b>	means the documents the Customer provides to Carrick Engineering which describes the Goods and/or Services to be provided to the Customer.
<b>Proposal Document</b>	means the document which Carrick Engineering have provided to the Customer which describes the Goods and/or Services to be provided to the Customer.
<b>Quote</b>	means the document which Carrick Engineering have provided to the Customer which describes the Goods and/or Services to be provided to the Customer.

**2. Construction**

In these Conditions, the following rules apply:

- 2.1. A reference to "**writing**" or "**written**" includes e-mails.
- 2.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 2.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4. A reference to a party includes its personal representatives, successors or permitted assigns.
- 2.5. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.6. Schedules annexed to these Conditions shall be deemed to be part of these Conditions.
- 2.7. Where the Customer has requested Services they shall be bound by the terms provided at Schedule 1 in addition to these Conditions.
3. **Contract terms**
  - 3.1. These Conditions apply to all Contracts for the supply of Goods and/or Services by Carrick Engineering to the Customer.
  - 3.2. No variation to these Conditions will be effective unless agreed in writing by a director of Carrick Engineering.
  - 3.3. Carrick Engineering's employees or agents are not authorised to make any representations concerning Goods unless confirmed by Carrick Engineering in writing. Any oral advice or recommendation given by Carrick Engineering or its employees or agents to the Customer which is not confirmed in writing shall be entirely at the Customer's own risk.
4. **Offer, acceptance and despatch**
  - 4.1. The Customer may from time to time place orders for Goods and/or Services with Carrick Engineering by way of e-mail or by telephone. Any such order request or Purchase Order constitutes an offer by the Customer to buy the Goods and/or Services specified.
  - 4.2. The Customer shall be responsible to Carrick Engineering for the accuracy of any information contained in any order request or its Purchase Order.
  - 4.3. No order request or Purchase Order submitted by the Customer shall be deemed to be accepted by Carrick Engineering unless and until (and then only to the extent) confirmed in writing to the Customer by Carrick Engineering in Carrick Engineering's form of Order Confirmation.
  - 4.4. The quantity and description of the Goods and/or Services shall be as set out in the Order Confirmation.
  - 4.5. No Order Confirmation may be altered or cancelled by the Customer without the prior agreement of Carrick Engineering.
  - 4.6. A separate legally binding contract shall arise in respect of each Order Confirmation which is not altered or cancelled by the Customer as provided in clause 4.5.
  - 4.7. Carrick Engineering shall despatch the Goods to the Customer as soon as reasonably possible or by such date as shown on the Order Confirmation.
  - 4.8. Services will only be supplied if indicated on an Order Confirmation and agreed by Carrick Engineering. Where Services are being provided, they will be provided in accordance with the Services Schedule at Schedule 1.
5. **Price of the Goods and/or Services**
  - 5.1. The price of the Goods and/or Services shall be the price as set out in the Order Confirmation which Carrick Engineering shall supply to the Customer. Details set out in the Order Confirmation take precedence over details set out in a Quote or Proposal Document but in the absence of an Order Confirmation the details set out in a Quote or Proposal Document will prevail.
  - 5.2. The price of the Goods and/or Services is exclusive of Value Added Tax and costs of carriage unless otherwise indicated on the Order Confirmation.
  - 5.3. The Customer will be responsible for the administrative arrangements for any duties, imports and levies in relation to the Goods and/or Services.
  - 5.4. The price of the Goods and/or Services is exclusive of any duties, imports and levies.
  - 5.5. The duties, imports and levies provided for at clause 5.3 shall be paid by the Customer.
  - 5.6. Carrick Engineering shall raise invoices for the Goods and/or Services supplied to the Customer as detailed in the Order Confirmation. Details set out in the Order Confirmation take precedence over details set out in a Quote or Proposal Document but in the absence of an Order Confirmation the details set out in a Quote or Proposal Document will prevail.

6. **Terms of payment**

- 6.1. Unless otherwise shown on the Order Confirmation, or unless payment has already been made against an Order Confirmation, payment for the Goods and/or Services shall be made by the Customer to Carrick Engineering in GBP for the amount shown on the Order Confirmation, within 30 days of the date of Carrick Engineering's invoice for the Goods and/or Services ("Due Date").
- 6.2. If Carrick Engineering is unable to effect delivery of the Goods and/or Services by reason of the Customer failing to take delivery of the Goods, or by reason of the Customer's instructions or lack of instructions, Carrick Engineering shall be entitled to notify the Customer that the Goods are ready for delivery and to add to its invoice reasonable additional delivery and/or storage costs resulting from the delay in delivery of the Goods.
- 6.3. If the Customer fails to make any payment on the Due Date then, without prejudice to any other right or remedy available to Carrick Engineering, and without incurring any liability for any loss or damage caused to the Customer, Carrick Engineering shall be entitled to:
- 6.3.1. cancel any Order Confirmation and/or suspend any further deliveries of Goods to the Customer; and
- 6.3.2. appropriate any payment made by the Customer to such of the Goods and/or Services (or Goods and/or Services supplied under any other contract between Carrick Engineering and the Customer) as Carrick Engineering may think fit.
- 6.4. If you do not make any payment to us by the Due Date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 6.5. If administration and/or legal action is required due to lack of late payment by the Due Date then fees will be incurred.

7. **Delivery**

- 7.1. Delivery shall be made by Carrick Engineering at the address for delivery shown on the Customer's Purchase Order.
- 7.2. If collection of the Goods is made by the Customer from Carrick Engineering's own address the Ex Works provisions of Incoterms 2010 will apply. The Customer has to bear all costs and risks involved in collecting the goods from Carrick Engineering's premises.
- 7.3. If delivery of the Goods is made by a carrier the Free on Board provisions of Incoterms 2010 will apply.

8. **Force Majeure**

- 8.1. Carrick Engineering shall not be liable to the Customer or deemed to be in breach of contract by reason of any delay or failure to deliver the Goods and/or Services if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond a party's reasonable control:
- 8.1.1. act of God, explosion, flood, tempest, fire or accident;
- 8.1.2. war or threat of war, sabotage, insurrection, civil disturbance;
- 8.1.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.1.4. import or export embargoes;
- 8.1.5. acts of terrorism; or
- 8.1.6. strikes, lock-outs, or any other industrial actions or trade disputes (whether involving Carrick Engineering's employees or employees of a third party).
- 8.2. If any of the circumstances referred to in clause 8.1 arise, the affected party will inform the other of the reason for the delay or failure to deliver the Goods to the delivery location and the time for delivery of the Goods shall be suspended for as long as the cause of the delay or failure shall continue.
- 8.3. No delay or failure by Carrick Engineering to deliver Goods shall entitle the Customer to cancel any Order Confirmation or postpone its payment obligations under clause 6.
9. **Risk and property**
- 9.1. The risk of damage to or loss of the Goods shall pass to the Customer when the Goods are despatched from Carrick Engineering's premises for delivery. If the Customer fails to take delivery of the Goods, the risk of damage to or loss of the Goods shall pass to the Customer at the time when Carrick Engineering or its carrier has tendered delivery of the Goods.
- 9.2. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Customer until Carrick Engineering has received in cash or in cleared funds:
- 9.2.1. payment in full of the price of the Goods and/or Services; and
- 9.2.2. payment in full for all other Goods and/or Service agreed to be supplied by Carrick Engineering to the Customer for which payment is then due or accruing due.
- 9.3. Until such time as the property in the Goods and/or Services passes to the Customer:
- 9.3.1. the Customer shall hold the Goods as fiduciary agent and bailee and shall keep the Goods properly stored and insured for Carrick Engineering's benefit and identified as Carrick Engineering's property; and
- 9.3.2. Carrick Engineering shall be entitled at any time to require the Customer to deliver up the Goods to Carrick Engineering or its agent and if the Customer fails to do so, Carrick Engineering, its employees and/or its agents may forthwith enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods; and
- 9.3.3. the Customer shall afford Carrick Engineering, its employees and/or its agents inspection of any documents relating to the Goods for the purpose of tracing them.
- 9.4. The Customer shall not be entitled to pledge or purport to pledge or in any way charge or purport to charge by way of security for any indebtedness any of the Goods or other Goods which remain the property of Carrick Engineering.

10. **Acceptance of Goods**

- 10.1. The Customer shall be responsible for inspecting the Goods:
- 10.1.1. where they are collected by the Customer (or its agent) from Carrick Engineering's premises, at the time of collection; or
- 10.1.2. where they are delivered to the Customer's premises, within 1 Business Day of delivery;
- and shall at the relevant time notify Carrick Engineering by telephone or e-mail if the Customer shall consider the Goods to be in any way damaged, unsatisfactory or otherwise not in conformity with the Order Confirmation. In such circumstances the Customer shall follow up such initial notification within 3 Business Days of collection or delivery of the Goods by sending a detailed report of the Customer's complaint. In the absence of such notification the Customer shall be deemed to have accepted the Goods.

11. **Warranties**

- 11.1. Subject to the conditions of this clause Carrick Engineering warrants that the Goods:
- 11.1.1. are of satisfactory quality at the time of acceptance under clause 10;
- 11.1.2. conform in all material respects with their description in the Order Confirmation at the time of the acceptance under clause 10; and
- 11.1.3. are free from material defects in design, material and workmanship for a period of 12 months from the time of acceptance under clause 10.
- 11.2. The warranty at clause 11.1.3 is given by Carrick Engineering, provided that Carrick Engineering shall be under no liability:
- 11.2.1. in respect of any defect arising from damage or abuse;
- 11.2.2. where there is evidence that the Goods have been used for a purpose for which is not suitable;
- 11.2.3. for deterioration caused to the Goods through normal wear and tear;
- 11.2.4. if full payment for the Goods complained of has not been made by the Due Date;
- 11.2.5. if the Goods have not been configured properly by the Customer.
- 11.3. Subject as expressly provided in these Conditions, all warranties and conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.4. Any claim for breach of warranty made by the Customer under clause 11.1 shall be notified to Carrick Engineering within 7 days from the date on which the defect or failure became apparent. Where such a claim is notified to Carrick Engineering, the Customer shall:
- 11.4.1. at the time of the claim provide to Carrick Engineering proof of the Customer's purchase of the Goods complained of and (if relevant) proof of the date of purchase;
- 11.4.2. return the Goods complained of to Carrick Engineering at 4 Leo Cub Industrial Centre, Kernick Road, Penryn, Cornwall, TR10 9DQ, UK at its own cost;
- 11.4.3. give Carrick Engineering reasonable opportunity to inspect the Goods complained of following receipt of the Goods complained of by Carrick Engineering at 4 Leo Cub Industrial Centre, Kernick Road, Penryn, Cornwall, TR10 9DQ, UK;
- 11.4.4. if following inspection of the Goods Carrick Engineering agrees that the Goods are faulty, Carrick Engineering will fix or replace the Goods at its own cost. The Goods will then be returned to the Customer at the Customer's cost.

- 11.5. Except in respect of death or personal injury caused by the negligence of Carrick Engineering, its employees or agents, the total liability of Carrick Engineering to the Customer under the warranties in clause 11.1 shall not exceed the purchase price paid by the Customer to Carrick Engineering for the Goods complained of.
- 11.6. Except in respect of death or personal injury caused by the negligence of Carrick Engineering, its employees or agents, Carrick Engineering shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit or goodwill, or any indirect or consequential loss, arising under or in connection with any purchase by the Customer of the Goods.
12. **LIMITATION OF LIABILITY**  
**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 12.1. Nothing in these Conditions shall limit or exclude Carrick Engineering's liability for:
- 12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.1.2. fraud or fraudulent misrepresentation;
- 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.1.5. defective products under the Consumer Protection Act 1987.
- 12.2. Subject to clause 12.1:
- 12.2.1. Carrick Engineering shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 12.2.2. Carrick Engineering's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of goods giving rise to liability.
- 12.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4. This clause 12 shall survive termination of the Contract.
13. **INTELLECTUAL PROPERTY RIGHTS**
- 13.1. The Customer acknowledges that:
- 13.1.1. all design rights in the Goods are the property of Carrick Engineering;
- 13.1.2. nothing in these Conditions shall be construed as conferring any licence or granting any rights in favour of the Customer in respect of Carrick Engineering's Intellectual Property Rights.
- 13.2. If the Customer becomes aware of any use by a third party of Carrick Engineering's Intellectual Property Rights or similar, the Customer shall promptly notify Carrick Engineering of such use.
- 13.3. The Customer shall not use or seek to register any trade mark or trade name which is identical to, similar to, or incorporates any of Carrick Engineering's Intellectual Property Rights.
- 13.4. The Customer shall not attempt to reverse compile, disassemble, reverse engineer or all or any part of the Goods.
14. **CONFIDENTIALITY**
- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Conditions, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Conditions. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Conditions.
15. **Notices**
- 15.1. Any notice hereunder shall be properly given if in writing and sent by courier delivery, by first class post (if sent within the UK), by e-mail to such address as Carrick Engineering and the Customer from time to time communicate to each other as their respective addresses for service and shall be deemed served, in the case of courier delivery, on the date of confirmed delivery, in the case of postal notice within the UK, on the expiry of 24 hours from time of posting or, in the case of e-mail, at the time of transmission provided that an error free transmission report or e-mail confirmatory receipt is obtained by the sender.
- 15.2. The provisions of clause 15.1 shall not apply to the service of any proceedings or other documents in any legal action.
16. **Termination**
- 16.1. Without prejudice to clause 6.4, Carrick Engineering shall be entitled to cancel all Order Confirmations with the Customer and to close its account with the Customer in the following circumstances:
- 16.1.1. if a petition is presented for the winding up, administration or bankruptcy of the Customer, if the Customer has a receiver appointed in respect of its assets or any other insolvency proceedings are commenced by or against it;
- 16.1.2. if any distress or execution is levied upon the Customer, its property or assets;
- 16.1.3. if the Customer ceases or threatens to cease to carry on business;
- 16.1.4. if Carrick Engineering reasonably apprehends that any of the events mentioned in clauses 16.1.1 to 16.1.3 are about to occur in relation to the Customer and notifies the Customer accordingly;
- without incurring any liability for any loss or damage caused to the Customer and without prejudice to Carrick Engineering's rights to payment under clause 6.
17. **Third party rights**
- No person who is not a party to the Conditions shall have any right to enforce these terms.
18. **General**
- 18.1. If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 18.2. These Conditions shall be governed by and construed in accordance with English law and all disputes hereunder shall be submitted to the non-exclusive jurisdiction of the English courts.
- 18.3. This agreement, the Order Confirmation and any assumptions contained within Carrick Engineering's original Quote or Proposal Document constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**Schedule 1  
Services Schedule**

1. **Supply of Services**
- 1.1. Carrick Engineering shall provide the Services to the Customer in accordance with the details of the Services as set out in the Order Confirmation in all material respects.
- 1.2. Carrick Engineering shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 1.3. Carrick Engineering shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Carrick Engineering shall notify the Customer in any such event.
- 1.4. Carrick Engineering warrants to the Customer that the Services will be provided using reasonable care and skill.
2. **Customer's obligations**
- 2.1. The Customer shall:
  - 2.1.1. ensure that the terms of the Order Confirmation, Quote or Proposal Document are complete and accurate;
  - 2.1.2. co-operate with Carrick Engineering in all matters relating to the Services;
  - 2.1.3. provide Carrick Engineering, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Carrick Engineering to provide the Services;
  - 2.1.4. provide Carrick Engineering with such information and materials as Carrick Engineering may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 2.1.5. prepare the Customer's premises for the supply of the Services;
  - 2.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 2.1.7. keep and maintain all materials, equipment, documents and other property of Carrick Engineering (Materials) at the Customer's premises in safe custody at its own risk, maintain the Materials in good condition until returned to Carrick Engineering, and not dispose of or use the Materials other than in accordance with Carrick Engineering's written instructions or authorisation.
- 2.2. If Carrick Engineering's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 2.3. Carrick Engineering shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Carrick Engineering's performance of any of its obligations;
- 2.4. Carrick Engineering shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Carrick Engineering's failure or delay to perform any of its obligations as set out in this clause 2.1; and
- 2.5. The Customer shall reimburse Carrick Engineering on written demand for any costs or losses sustained or incurred by Carrick Engineering arising directly or indirectly from the Customer Default.
3. **Intellectual property rights**
- 3.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Carrick Engineering.
- 3.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Carrick Engineering obtaining a written licence from the relevant licensor on such terms as will entitle Carrick Engineering to license such rights to the Customer.
- 3.3. All Materials in or arising out of or in connection with the Services are the exclusive property of Carrick Engineering.