

Terms and Conditions for the Sale of Goods and the Supply of Services

The following terms and conditions govern any contract for sale that we enter into with you. Please read these terms and conditions carefully.

1. Definitions

In these Conditions:

Regal means Regal Precision Engineers (Colne) Ltd a Company incorporated in England (Company No 02098380) with registered office at Walton Street Works, Walton Street, Colne, Lancashire, BB8 0EL

"You" means the person, firm or company who accepts a quotation of Regal for the supply of our Services and/or the Sale of our Goods or whose order for the same is accepted by Regal

"the Conditions" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between yourselves and Regal.

"Contract" means the contract for the purchase and sale of Regal Goods and or the supply under these Conditions.

"Delivery Address" means the place specified by yourselves to which the Goods are to be delivered.

"Goods" means the goods (or any part of the goods) referred to in the quotation provided to you or in the order placed by you to be sold by Regal in accordance with these Conditions.

"Services" means the service or services specified in Regal's quotation to be supplied to you by Regal in accordance with these Conditions.

2. Basis of the contract

2.1 Regal submits all quotations and price lists and accepts all orders subject to the following Conditions. These Conditions apply to all contracts for goods supplied or work done by Regal, their employees or agents to the exclusion of any other terms and conditions.

2.2 Usually You will have made the initial enquiry with Regal and Regal shall respond with an honest assessment of the task at hand, and inform You quickly whether it is within Regal's realm of expertise or not.

2.3 Once you have provided Regal with sufficient information, Regal shall give you a quotation of the costs of the Goods or Services (including delivery within the UK). The Contract becomes effective when you accept the quotation.

2.4 No variation of these conditions shall be binding unless agreed in writing.

3. Orders and Specifications

3.1 The quantity, and description of the Goods and/or Services shall be as specified in the order placed by you and accepted by Regal.

3.2 Any change in the quantity or description shall require the agreement of both parties and may involve an adjustment in the price.

3.3 No order which has been accepted by Regal may be cancelled by you except with the agreement in writing of Regal on the terms that you shall indemnify Regal in full against all loss, costs (including the costs of all labour and materials used), damages, charges and expenses incurred by Regal as a result of the cancellation.

3.4 Regal's Goods are made to your specific order and Regal will always try to ensure that the Goods requested are suitable for your needs prior to accepting an order.

3.5 Record Retention

3.6 Records are retained indefinitely on Paper or Electronic format unless otherwise agreed in writing and are available to Customers on request.

4. Price

4.1 All quoted prices are valid for 30 days from date of quotation unless otherwise advised.

4.2 Save in respect of Goods made from specialist metals or materials, the price of the Goods shall be the price listed in Regal's Annual Price List (APL) or as quoted at the date Regal accept your order or such other price as may be agreed in writing by Regal and You. In the case of error, Regal reserves the right to change the price.

4.3 The price of specialist metals or materials is subject to significant variations. Where the price of a particular specialist metals, casting, forging or BOP increases by more than 5% in the period between Regal accepting your Order, and the Order being completed, Regal reserve the right to change the price of the Goods to take account of this increase in costs.

4.4 The price is exclusive of any applicable value added tax, sales or taxes of a similar nature which are imposed by any competent fiscal authority in respect of the Goods, which you shall be additionally liable to pay Regal.

4.5 In addition to the invoiced price of the Goods You will be liable for all import duties applicable in your location.

4.6 Unless otherwise stated all quoted pricing is in Pounds Sterling and is exclusive of VAT.

4.7 Unless otherwise agreed and stated, all prices quoted are for delivery "ex-works". You will be notified of the price of delivery to the Delivery Addresses.

5. Terms of Payment

5.1 Accounts are due and become payable end of month following month of invoice. Interest will be charged on all overdue accounts at 5% above bank base rate.

6. Delivery

6.1 You will be given an estimate of the delivery date at the time Regal accept your order. Regal will use their best endeavours to meet any delivery deadline specified by you but all delivery times offered by Regal are to be treated as best estimates and no penalty can be accepted for non compliance with them.

6.2 If unforeseen circumstances arise, which prevent Regal from meeting a delivery deadline specified by You, Regal shall notify You as soon as reasonably possible with as much advanced notice as circumstances allow.

6.3 Delivery of the Goods shall be made by Regal using Regal's own transport a courier or postal service of Regal's choice.

6.4 For goods delivered in bulk, i.e. greater than 1000 piece parts, provided the actual delivery is within, 2% the order is accepted as complete, and no adjustment in the price is required.

6.5 In the case of non-delivery notice must be provided within 7 days of the date on which delivery was due.

6.6 In the event of damage or partial loss notice is provided within 3 days of delivery.

7. Damaged Goods & Returns

7.1 Regal packages all Goods with protective packaging to minimise the risk of damage during transport.

7.2 If any Goods received by you are in an unsatisfactory condition the following courses of action must be taken:

7.2.1 If the outer packaging is visibly damaged, then the Goods should be signed for only after you have noted that the packaging has been damaged.

7.2.2 If the Goods are found to be damaged after unpacking, you must inform Regal immediately, who shall arrange with you for the Goods to be returned to Regal.

7.2.3 Regal shall bear no liability to you for damage which is not reported to them within 48 hours of you receiving the Goods.

7.2.4 Any returns made to Regal for any reason, at anytime, must be packaged in the original packaging or its direct equivalent and transported by a suitable service.

7.3 Where notification of damage is given in accordance with 7.2.2 Regal shall either replace the Goods with Goods of satisfactory quality or (at their option) shall credit you with the price of the Goods.

8. Risk and Property

8.1 Regal retains title to the goods until the invoice is paid in full.

8.2 Risk of damage to or loss of the Goods shall pass to you on delivery.

8.3 Unless otherwise agreed all tooling, manufacturing know how and other Intellectual property used to produce the goods remain in the sole ownership with Regal.

8.4 Regal retains the right to withhold return of any of your property in its possession until all outstanding invoices or claims have been resolved in full.

9. Warranties and liability

9.1 Regal takes pride in the quality of their goods and warrants to you that the Goods:

9.1.1 Will be of satisfactory quality;

9.1.2 Will be free from defects in materials and workmanship; and,

9.1.3 Will correspond with your agreed specification. If change in specification is required, it is the responsibility of the customer to flow the requirement / information to Regal to fulfil the manufacture of conforming product.

9.2 If you notify Regal that you are not satisfied with the quality of the Goods, Regal shall discuss with You the reason for any dissatisfaction. If it is agreed that the Goods are not of satisfactory quality, then Regal shall arrange for the Goods to be returned and shall either, replace the Goods with Goods of satisfactory Quality or (at their option), shall credit You with the price of the Goods.

9.3 Regal shall indemnify You against all liability and losses awarded against or incurred by You which result from any breach of warranty given by Regal provided, that total liability of Regal shall in no circumstances exceed the price of the Goods so rejected.

9.4 Neither Regal nor You shall be liable to the other nor deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform, any of its obligations in relation to the Contract, if such delay or failure was beyond Regal's or Your control. Examples of causes beyond either party's reasonable control include, but are not restricted to:

9.4.1 Act of God, explosion, flood, tempest, fire or accident;

9.4.2 War or threat of sabotage, insurrection, or civil disturbance; and,

9.4.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind or part of any governmental, parliamentary or local authority.

9.4.4 Regal accepts no responsibility for consequential damages or losses.

10. Governing Law

This agreement and the performance of both parties shall be governed by English law.

13. Indemnity (Third Parties)

You shall indemnify Regal against all claims made against Regal by a third party in respect of Goods and Services supplied by Regal.

You shall indemnify Regal that any specifications provided will not infringe any intellectual property, patent or other rights of a third party.

14. Severability

If any part of these terms and conditions is found to be illegal, void, or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.