

Robert P.D. Frost & Co Ltd

Standard Terms and Conditions

Preliminary

'the Agreement' means the agreement containing these Terms and Conditions

'the Frost Bolster' means the tool owned by the Company and used to hold the Mould Tool Insert in place during Manufacturing

'the Company' means Robert P.D. Frost & Co Limited (Company Registration No. 03493495) whose registered office is 45 Burrowfield, Welwyn Garden City, Hertfordshire AL7 4SS

'the Customer' means the company purchasing our goods and services

'the Customer's Property' means the Mould Tool Inserts and Mould Tools held by the Company at the Customer's risk

'Inserts' means the specific material(s) used for over-moulding and assembly during Manufacturing

'Interest' is four per cent above the minimum lending rate of Barclays Bank plc from time to time

'the Mould Tool Inserts' are an alternative to the Mould Tools, consisting of a cavity within which the Product is Manufactured and are either provided and owned by the Customer, or manufactured by the Company and then purchased by the Customer

'Manufacture' 'Manufactured' or 'Manufacturing' means the process of creating the Product

'the Mould Tools' means the tools owned by the Customer and used to create the Product

'the Parties' means the Company and the Customer and 'Party' shall mean either one of them

'the Price' means the overall cost (excluding VAT) of creating the Mould Tool (where applicable) and the Product

'the Product' means the item or items ordered by the Customer and made by the Company

'the Specification' means the size dimensions and overall appearance of the Customer's Product

General

1. The Customer will provide the Specification
2. Where the Customer requires specific materials to be used the Company reserves the right to substitute other equivalent materials
3. The Customer acknowledges that the Company will devote such time attention and effort to create the Mould Tool as accurately as possible to the Specification and that time is not of the essence
4. During the Mould Tool creation process the Company will provide no more than 12 samples of the Product for approval prior to commencing Manufacture
5. If the Customer requires alteration or modification to the Specification the Company is entitled to either demand a reasonable extra charge to cover any additional costs or revise the Price

6. Where the Products consist of mating parts the Customer will provide the Company with samples of the mating parts and the Customer acknowledges that the emphasis will be on fit rather than the Specification
7. The Customer acknowledges that the Frost Bolsters are owned by the Company
8. The Company reserves the right to carry out repairs and maintenance of the Mould Tool Insert(s) and Mould Tool(s) at the Customers cost however notice will be given to the Customer prior to any charges being incurred

Inserts

9. Where the Product requires the use of Inserts the Customer undertakes to deliver the Inserts in the required quantities and at the times required by the Company
10. The Company is to be provided with sufficient spare Inserts to cover damage or loss during Manufacturing
11. Any defects or damage to the Product attributable to the Inserts shall not entitle the Customer to rescind the Agreement, reject the Product, make a deduction from the Price, claim damages or make any other claim in respect of the defects

Storage Insurance and Customer's Property

12. The Company shall store the Customer's Property at no extra cost at the Customer's risk
13. The Company shall take reasonable care in securing the Customer's Property overnight
14. The Customer shall obtain its own insurance for the Customer's Property and the Company accepts no responsibility for the Customer's failure in this regard
15. The Company has the right to dispose of the Customer's Property which has not been used for a period of two years but the Company will write to the last known address of the Customer giving two months' notice before disposal takes place
16. The Customer is responsible for informing the Company of any change of address or contact details
17. The Customer retains the right to take possession of the Customer's Property but if any or all of it is returned to the Company, the Customer shall be responsible for all costs relating to an assessment and any subsequent repair or maintenance of the Customer's Property

Price

18. The Company will provide a Price for the work but reserves the right to amend the Price to take into account any variation in the costs or imposition of any new taxes or duties occurring from whatever cause before delivery of the Product

19. If the Company agrees to delivery of the Product otherwise than at the Company's premises, the Customer shall pay the Company's charges for transport, packaging, loading and unloading and insurance in addition to the Price

Payment

20. The Customer will pay one-half of the Price to the Company prior to the Company carrying out any work
21. The Customer will pay one-quarter of the Price on receipt of the initial samples
22. The Customer will pay the balance of the Price and any delivery charges within 30 days of the date of the invoice
23. Failure of the Customer to pay the invoice in accordance with conditions 20 to 22 shall entitle the Company, without prejudice to its rights to damages, to suspend any outstanding deliveries or collections and / or to cancel the Agreement
24. The Company may charge Interest on any outstanding amounts until full payment is made

Delivery and Risk

25. Delivery shall be made from the Company's premises as notified to the Customer unless agreed otherwise between the Parties
26. The risk in the Product passes to the Customer on delivery or when the Customer is notified that the Product is available for collection, whichever is earlier
27. Any delivery dates agreed are approximate only and may not be made of the essence by notice.
28. The Customer acknowledges that agreed delivery dates may require revision due to difficulties with the creation of the Mould Tools and / or Manufacturing
29. Where no delivery date is specified delivery shall be made within a reasonable time
30. Where delivery is by instalments each delivery shall constitute a separate contract and if the Customer defaults in making payments or accepting delivery then the Company may cancel any or all subsequent deliveries and the Customer shall compensate the Company in full for any loss (including the Price) or expense arising from such cancellation
31. The Customer must inform the Company of any damage defect or shortage within 7 days of receipt and must return damaged or defective Products within 21 days for examination by the Company
32. The Company shall make good any damage defect or shortage by providing replacement Products as soon as reasonably practicable
33. The Company shall have no liability for issues (including breakages) after delivery or collection and notified by the Customer after 7 days of receipt

Limitation of Liability

34. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Price of the Products in respect of which a claim is made and under no circumstances will liability extend to paying the Customer damages for consequential losses howsoever arising
35. Notwithstanding delivery and the passing of risk in the Products, no title or property in the Products shall vest in the Customer unless and until the Company has received cash or cleared funds payment in full for the Price of the Products and all other Products agreed to be Manufactured by the Company for the Customer for which payment is due and until this condition is satisfied the Customer holds the Products on trust for the Company and shall take all necessary measures to protect the Products including insurance and clearly marking the Products as being property of the Company

Force Majeure

36. The Company shall not be liable to the Customer in any manner or be deemed to be in breach of contract because of any delay in performing or any failure to perform any of the Company's obligations under this Agreement if the delay or failure was due to any cause beyond the Company's control including but not limited to Act of God, legislation, war, fire, drought, failure of power of supply, lock out, strike or other action taken by employees or owing to any inability to procure materials required for their performance in the Agreement

Waiver and Severance

37. Any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Customer.
38. The invalidity in whole or part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause or these terms and conditions

Assignment

39. This Agreement is not assignable by the Customer without the written consent of the Company and is between the Company and the Customer as principals but the Company may without consent assign or sub-contract all or any of its rights and obligations

Construction

40. No variation or addition to these standard terms and conditions shall be effective unless agreed in writing between the Parties