muffett

precision, engineered.

MUFFETT

TERMS AND CONDITIONS OF SALE

Version 1.0 | Draft for legal review

Trading name: Muffett

Legal entity: S.H. Muffett Ltd

Registered in England, Company No. 373545

Registered office: Ashdown House, Lamberts Road, North Farm Industrial Estate, Tunbridge Wells, Kent TN2 3EH

1. Definitions

In these Terms and Conditions:

Muffett: means Muffett, the trading name of S.H. Muffett Ltd.

Customer: means the person, firm or company purchasing goods or services from Muffett.

Goods: means products, components, assemblies, tooling, machined parts, prototypes or other items supplied by Muffett.

Services: means engineering, design, machining, assembly, inspection, testing or related services provided by Muffett.

Contract: means the agreement between Muffett and the Customer for the supply of Goods and/or Services.

Order: means the Customer's purchase order or written instruction to proceed.

Specification: means drawings, technical data, standards or requirements agreed between the parties.

2. Basis of Contract

2.1 These Terms and Conditions apply to all quotations, orders and contracts entered into by Muffett unless otherwise agreed in writing.

2.2 Any conditions submitted by the Customer shall not apply unless expressly accepted in writing by Muffett.

2.3 A Contract shall only come into existence when Muffett issues written acceptance of an Order, commences work on the Order, or delivers the Goods.

2.4 These Terms constitute the entire agreement between the parties.

3. Quotations

3.1 Quotations are valid for thirty (30) days unless otherwise stated.

3.2 Prices quoted are based on information supplied by the Customer at the date of quotation.

3.3 Muffett reserves the right to amend prices where specifications are changed, quantities are altered, material costs increase significantly, exchange rates materially affect costs, or additional work is requested.

4. Orders

4.1 Orders accepted by Muffett may not be cancelled without written agreement.

4.2 Muffett may charge for work completed, materials purchased and reasonable cancellation costs.

4.3 The Customer shall provide all information necessary to enable Muffett to fulfil the Order.

5. Price

5.1 Prices are exclusive of VAT, duties, packaging unless specified, and carriage and insurance unless specified. All prices are quoted EX WORKS.

5.2 VAT shall be charged at the applicable rate.

6. Payment

6.1 Unless otherwise agreed in writing, payment shall be due within thirty (30) days from the invoice date.

6.2 Muffett reserves the right to require advance payment, stage payments, or payment on delivery.

6.3 The Customer shall not withhold payment due to any dispute unless agreed in writing.

6.4 Interest may be charged on overdue sums at 8% above the Bank of England base rate under applicable late-payment legislation.

6.5 The Customer shall reimburse reasonable costs incurred by Muffett in recovering overdue debts.

7. Delivery

7.1 Delivery dates are estimates only.

7.2 Time shall not be of the essence unless expressly agreed in writing.

7.3 Muffett shall not be liable for delay caused by material shortages, supply-chain disruption, transport difficulties, Customer delays, or force majeure events.

7.4 Delivery occurs when the Goods are collected by the Customer or arrive at the agreed delivery location.

7.5 Partial deliveries may be made unless otherwise agreed.

8. Risk and Title

8.1 Risk in the Goods passes to the Customer upon delivery.

8.2 Title to the Goods remains with Muffett until full payment has been received for the Goods and all outstanding sums owed by the Customer have been paid.

8.3 Until title passes, the Customer shall store the Goods separately, keep them identifiable, maintain adequate insurance, and not pledge or charge them as security.

9. Customer Materials and Free-Issue Components

9.1 Customer-supplied materials shall be supplied in a condition suitable for manufacture.

9.2 Muffett shall exercise reasonable care but accepts no liability for hidden defects in Customer-supplied materials.

9.3 Any shortages, defects or delays relating to free-issue materials may result in revised delivery dates and additional charges.

10. Inspection and Acceptance

10.1 The Customer shall inspect the Goods promptly following delivery.

10.2 Claims relating to shortages, visible defects or damage must be notified within seven (7) days of delivery.

10.3 Failure to notify within this period shall be deemed acceptance of the Goods.

11. Quality

11.1 Muffett shall manufacture the Goods in accordance with the agreed Specification.

11.2 Unless otherwise agreed, measurements and inspection results shall be assessed using recognised engineering practices and calibrated equipment.

11.3 Inspection records shall be retained in accordance with Muffett's document-retention procedures.

12. Warranty

12.1 Muffett warrants that the Goods supplied shall be free from material defects in workmanship.

12.2 The warranty period shall be twelve (12) months from delivery unless otherwise agreed.

12.3 Muffett's liability under this warranty shall, at Muffett's discretion, be limited to repair, replacement, or refund of the purchase price.

12.4 The warranty shall not apply where defects arise from misuse, improper installation, modification by others, fair wear and tear, or failure to follow instructions.

13. Limitation of Liability

13.1 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot legally be excluded.

13.2 Subject to clause 13.1, Muffett's total liability shall not exceed the Contract value of the affected Goods or Services.

13.3 Muffett shall not be liable for loss of profit, loss of business, loss of contracts, loss of production, or indirect or consequential losses.

14. Intellectual Property

14.1 Intellectual property owned by either party before the Contract shall remain vested in that party.

14.2 Drawings, designs, software, documentation and technical information supplied by Muffett remain Muffett's property unless agreed otherwise in writing.

14.3 The Customer shall not disclose confidential technical information to third parties without consent.

15. Confidentiality

15.1 Both parties shall keep confidential all commercial and technical information received from the other party.

15.2 This obligation shall continue for five (5) years following completion of the Contract.

16. Force Majeure

16.1 Muffett shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including fire, flood, war, pandemic, industrial dispute, energy shortages, transport disruption, or supplier failure.

16.2 Delivery dates shall be extended by a reasonable period.

17. Health and Safety

17.1 Where work is undertaken on the Customer's premises, the Customer shall provide a safe working environment.

17.2 The Customer shall inform Muffett of any hazards, restrictions or permit requirements.

18. Data Protection

18.1 Both parties shall comply with applicable UK data-protection legislation, including the UK GDPR and Data Protection Act 2018.

18.2 Personal information shall be processed only for legitimate business purposes.

19. Termination

19.1 Muffett may terminate the Contract immediately if the Customer becomes insolvent, enters administration or liquidation, or commits a material breach and fails to remedy it within fourteen (14) days.

19.2 Upon termination, all outstanding sums shall become immediately due.

20. General

20.1 Failure by Muffett to enforce any provision shall not constitute a waiver of rights.

20.2 If any provision is deemed unenforceable, the remainder shall continue in force.

20.3 The Customer may not assign the Contract without Muffett's written consent.

21. Governing Law

21.1 These Terms and Conditions shall be governed by the laws of England and Wales.

21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from the Contract.

MUFFETT

Trading name of S.H. Muffett Ltd

Registered in England, Company No. 373545

Ashdown House, Lamberts Road, North Farm Industrial Estate

Tunbridge Wells, Kent TN2 3EH

Telephone: +44 (0)1892 542 111 | Website: www.muffett.co.uk