

Standard Terms and Conditions of Sale Superstar Components Ltd

1. **General:**

Quotations are given and orders for work are accepted subject to these following conditions. Any condition which you seek to impose will be inapplicable unless expressly accepted and countersigned by one of our directors, and stated on the purchase order and invoice.

2. **Quotations:**

- a) Quotations are subject to confirmation in writing on receipt of orders.
- b) All prices are exclusive of VAT
- c) All costs may be altered pro-rata if affected by exchange rate change.
- d) Quotations may be withdrawn at any time.

3. **Acceptance:**

A contract is not formed until the order is accepted and notified by way of an acceptance acknowledgement or invoice.

4. **Terms:**

- a) Unless terms are explicitly stated on invoice payment in full is required before delivery.
- b) Contracts once accepted cannot be canceled nor amended except by mutual agreement and then only on terms which would fully indemnify the seller.
- c) In the event of non-payment of the amount due under the contract within 30 days from the date of goods being ready for delivery, the customer shall pay interest on the balance outstanding at a rate of 8% per annum above the Bank of England base lending rate.
- d) In the event of non-payment after a period of 6 months we reserve the right to dispose or sell the product as we so wish. By defaulting on the payment the buyer waives all rights to copyright, branding or any other such obstacles to disposal of goods as we see fit for profit or otherwise.
- e) Each contract for the supply of our services will be performed, invoiced and paid for in accordance with the provisions of the applicable contract and independently of any other contract made between us. No cancellation or termination of any one contract will entitle you to repudiate or cancel any other contract. Each invoice raised by us to you will be payable in full, without deduction or set-off, in accordance with our standard payment terms. You agree that you will not be entitled to set off any claim against an invoice: unless you have notified us in writing within 14 days of the performance of the relevant services of any dissatisfaction with our performance of the services.

5. **Property in the contract goods and risk:**

- a) The legal and equitable title in the contract goods supplied by the seller shall remain vested in the seller until all money due to the seller from the customer has been paid in full. Until such payment has been made in full the customer will hold the goods in a fiduciary capacity as baile for the seller.
- b) The seller may (without prejudice to any other rights or remedies it may have) at any time after the price of the contracted goods has become due and remains unpaid rescind the contract and/or recover the contract goods from the sellers or customers property.
- c) The customer warrants that it is not at the time of entering the contract insolvent or knows of any circumstance which would entitle any creditor to appoint a receiver or other action against assets.
- d) Whether or not the price for the contract goods or any other sums become has become due or such sum shall be deemed due from the customer immediately on committing any act of bankruptcy or liquidation.
- e) Notwithstanding the foregoing provisions the risk in the contracted goods shall pass to the customer upon delivery (or deemed delivery) to the customer or when the price is paid whichever is the earliest.
- f) In the event the payment for the contracted goods is not made in full in accordance with condition 2 hereof the seller may enter the customers property and repossess the contracted goods but without prejudice to

any other rights or remedies of the seller.

g) Contract goods means the goods delivered by the seller pursuant to the contract.

6. **Delivery:**

a) Where contracts provide for a single delivery without specifying a date goods should be paid, delivered and accepted within 14 days of their being ready

b) Where contracts provide for deferred deliveries all the deliveries shall be accepted within the agreed period. In the event of any failure to accept any delivery that delivery shall be deemed to have occurred and storage costs charge to the customers account, the goods being held at customers risk.

c) Each delivery shall constitute a separate contract and any failure or defect in any delivery shall not vitiate the contract as to the remaining deliveries.

d) The seller shall have the option of revising the delivery dates if circumstances beyond the sellers control prevent delivery.

e) The contracted goods are deemed to be EXWORKS unless stated on the contract.

f) Should expedited delivery or delivery to alternative addresses be require this will be quoted for to cover additional costs.

g) Should work be suspended or delayed through the default of the customer, the seller shall then be entitled to payment for works already carried out, goods specifically ordered and any additional costs including storage and materials held at customers risk.

h) Any times given are estimates at the best of our ability.

7. **Quantity variations:**

a) A shortage of goods due to QC attrition will not constitute a breach of contract. If a minimum specific number of items are required this must be explicitly stated on the contract and include allowance for overproduction costs.

b) Where a custom bulk component is required for an ongoing contract and only part paid for, where this item becomes defunct or deteriorated the amount remaining will be charged for.

8. **Customer requirements, printing and construction:**

a) Alteration from design after each stage is signed off will be chargeable for the time and materials incurred.

b) The customer shall be solely responsible for any goods manufactured to the design or mark as agreed to.

c) The seller shall not be required to manufacture any matter of illegal or libellous nature, or infringe on proprietary or other rights of a third party. The customer assumed the risk of any goods signed off for production.

d) Without prejudice to the provisions in condition 6 a) the customer shall indemnify and keep indemnified the seller from any losses or cost, claims, demands, damages, liabilities and proceedings whatsoever arising from any infringement or alleged infringement of the rights of any third party by the reason of the seller acting in accordance with the customers requests.

9. **Claims:**

a) Complaints or claims will only be entertained if lodged in writing by the customer within thirty days of the receipt of the goods. The return of the goods will not be accepted without prior notice and reasonable inspection.

b) Where a valid defect arises and the correct procedure has been followed we limit the time for claims to a maximum of one year from the date of delivery of the goods to the customer. We may at our discretion refund, repair or replace the faulty part.

c) We accept no liability or dealings with any of the customers subsequent customers and you will indemnify the seller from any claim arising from them.

10. **Liability:**

a) The seller shall have no liability whatsoever under the contract for:

i) Any delay in delivery caused by reasons beyond the control of the seller

ii) Any personal injury, death, loss or damage of any kind whatsoever whether consequential or otherwise including (but not by the way of limitation) loss of profits and so far as the law permits the seller hereby

excludes all conditions warranties and stipulations implied or statutory customary or otherwise.

iii) Any loss or damage of any kind whatsoever (except arising from death or personal injury under the Unfair Contract Terms Act 1977) whether consequential or otherwise caused directly or indirectly by any negligence on the part of the seller or its servants or agents.

iv) Of any loss or damage whatsoever whether consequential or otherwise including (but not by the way of limitation) loss of profits arising from the result of customer designs, specifications or alteration.

b) For the avoidance of doubt the maximum liability of the seller under the contract whether in the contract or tort shall not in any event exceed the replacement of any defective goods supplied by the seller, £10,000 Sterling or the contract value whichever is lower.

c) Where third party goods or services are incorporated within the final parts. We cannot accept liability for any failure or defect, and will pass on your claim to the subcontractor concerned.

d)Where manufacturing parts for aerospace, space or automotive use we must be notified in writing in each purchase order for notification of our insurer. We do not offer certification for products of this nature, the entire responsibility for testing and conformity of products manufactured lies solely with the customer. Where this is not done we accept no liability whatsoever.

11. **Design and testing:**

a) Where a customer chooses a part from catalogue cosmetic designs the customer accepts the need for testing and validation of the product before sale. If this testing is not explicitly itemised and charged on the contract it is assumed to be the customers responsibility and will indemnify the Seller against any claim.

b) Where a customer requests alterations to a design or bespoke design this is at their own risk, and will require validation and testing at the customers expense. If this testing is not explicitly itemised and charged on the contract it is assumed to be the customers responsibility and will indemnify the Seller against any claim.

c) Where a customer requires extra process QC such as dimensional or hardness testing, it must be explicitly stated in the contract in scope, detail and cost.

d) Where work has been done on a design for a customer which is then not put into production for whatever reason, the design costs and materials used will still be chargeable.

e) We assume you are expert in the specification and marketing to your customers and will not accept any liability for items mis-sold or mis-specified.

12. **Tooling:**

a) Tooling and tooling design remain the property of the seller.

b) Any invoiced costs are attributed to the production of the tooling, not the tooling itself.

c) Any tooling which requires replacement due to natural wear and tear will be chargeable.

13. **Cosmetic/Tolerance Variation:**

a) Due to the nature of the manufacturing process there will be minor cosmetic marks on some goods. Requirements for specific finish levels must be explicitly stated on the contract.

b) Cosmetic variation of a part of the delivered goods does not allow rejection of the whole batch.

c) All machining work is considered "rough cut" unless finish cuts are specified and charged for. This must be clearly specified on both the drawings and in the contract.

d) We cannot accept liability for any finish or colour matching between batches. It is impossible to achieve this and any specification must be explicitly stated on the contract.

e) CMM validation can be provided as a service to your requirements and documentation.

14. **Cost Variation:**

The price is subject to revision in the event of any increase or decrease in the cost incurred between the date of confirmation of the order and the date of delivery to the customer.

15. **Customers property:**

Customers property when supplied will be held at the customer's risk. Every care will be taken to secure goods and they will be available for collection on request. Items left will be disposed of after 6 months.

16. **Materials:**

Materials will be provided to the specification stated in the contract. If you require materials testing certificates for example this must be explicitly stated in the contract. You will be notified of any variation due to shortage or failure to deliver by a third party.

17. **Branding and copyright:**

a) There shall be no reference to the manufacturer of the contracted goods in marketing material or other such public knowledge without written approval from Superstar Components Ltd.

b) We do not publicly disclose dealings with our client, we are solely a contract manufacturer and not a marketing partner.

c) In the manufacturing environment we cannot prevent visitors or viewers from seeing work in progress in entirety but where possible we will remove or avoid any release of this nature.

d) If you have products or branding which are top secret and must never be seen outside of our staff, this must be agreed to in the contract and explicitly noted on the invoice. Methods and costs involved will be discussed when drawing up the contract.

18. **Force Majeure:**

The seller shall not be liable for any reason beyond his control he is unable to carry out any provision of the contract, including (without limitation or foregoing) Act of god, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or other action taken by employees, lack of materials from suppliers. During the continuance of such an event the customer by written notice to the seller elect to terminate the contract and pay for the work done and materials used, but subject thereto shall otherwise accept delivery when available.

19. **Legal Construction:**

Unless otherwise stated in writing all contracts will be construed and operate under English Contract and in conformity with English law. The English courts will have exclusive Jurisdiction over any matter relating to the contract.

Version 3.1

Dated 6th March 2019

Terms:

Seller - Superstar Components Ltd

Customer - The company or person on the contracted order.

Contract - The order or string of orders

Design - Any IP, work or other such matters done by the seller.

Materials - Any tooling, ancillary parts or raw materials required for the order.

Tooling - Any materials required to prototype and/or produce the goods requested.

Agreement to contract terms in full by client by placing of order.

Terms publicly displayed: <https://www.superstarmanufacturing.com/faq>