

# **METRO ENGINEERING AND PLATING WORKS LIMITED**

## **TERMS AND CONDITIONS OF THE PROVISION OF SERVICES**

### **1. General**

Metro Engineering and Plating Works Limited (hereafter called "Metro") agrees to provide the services to the items of the Purchaser and the Purchaser agrees to accept the provision of the services to those items, which items and services are specified in the attached invoice, upon several terms and conditions hereinafter appearing.

### **2. Variation**

No variation of these conditions shall be effective unless in writing and signed for and on behalf of Metro by a duly appointed officer of the Company.

### **3. Oral Representations**

(a) Employees or agents of Metro are not authorised to make any representations concerning the services unless confirmed by Metro in writing. In entering into the contract the Purchaser acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

(b) Any advice or recommendation given by Metro, or its employees, or agents to the Purchaser, or its employees, or agents which is not confirmed in writing by Metro is followed or acted upon entirely at the Purchaser's own risk, and accordingly Metro shall not be liable for any such advice or recommendation which is not so confirmed.

### **4. Conditions and Warranties**

(a) Except where the services are provided to a person dealing as a customer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(b) Any claim by the Purchaser which is based on any defect in the quality of the services provided, or their failure to correspond with specification shall (whether or not return of the treated items is refused by the Purchaser) be notified to Metro within 4 days from the date of return, or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If return is not refused, and the Purchaser does not notify Metro accordingly, the Purchaser shall not be entitled to reject the services and Metro shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the services had been provided in accordance with the contract.

(c) Where any valid claim in respect of any of the services which is based on any defect in the quality of the services or the services, or their failure to meet specification, is notified to Metro in accordance with these Conditions, Metro shall be entitled to re-execute the services free of charge or, at the sole discretion of Metro to the Purchaser, the price for the service.

(d) Except in respect of death or personal injury caused by the negligence of Metro, Metro shall not be liable to the Purchaser by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the contract, for any consequential compensation whatsoever (and whether caused by the negligence of Metro, its employees or agents or otherwise) which arise out of, or in connection with, the supply of the services except as expressly provided in these Conditions.

### **5. Quotations**

Unless otherwise, stated all quotations issued by Metro are valid for a period of 6 months from the date appearing on the quotation document. Metro reserves the right to amend the quoted price of any service or order should the order for the service be received by Metro at their offices after the 6 month period has expired. Any such changes will be notified by Metro to the Purchaser prior to commencement of processing treatment on the related items and the same values will form the basis of the final invoice for the services.

### **6. Minimum Order Charges & Premium Rate Services**

A minimum order charge will apply.

### **7. Supply**

(a) Supply of the items to which the services are to be applied to Metro shall be made by the Purchaser depositing the items at Metro's premises at the time notified to the Purchaser by Metro or, if some other place of supply is agreed by Metro, by Metro collecting the items from that place.

(b) If Metro is unable to take delivery of the items by reason of a failure of the Purchaser to deliver the items, the Purchaser shall be liable for any costs incurred by Metro consequent upon the failure to deliver the items.

(c) Any costs incurred by Metro consequent upon a discrepancy between the items and the description of the items as supplied by the Purchaser to Metro shall be refunded by the Purchaser and Metro shall be entitled to treat the contract as repudiated.

(d) Metro shall not be responsible for destruction or loss of, or damage to, any item howsoever caused, unless due to the negligence or wilful default of Metro or its employees or agents.

(e) No dangerous items may be supplied without the previous consent of Metro and such items may, upon being discovered, be destroyed or sold or otherwise disposed of as Metro shall think fit and the balance of any monies realised by such sale after paying the costs thereof, and incidental thereto, shall be credited to the Purchaser.

### **8. Return of Items**

(a) Return of the treated items shall be made by the Purchaser collecting the items at Metro's premises anytime after Metro has notified the Purchaser that the items are ready for collection or, if a place for delivery is agreed by Metro, by Metro delivering the items to that place.

(b) Any dates quoted for the delivery of the items are approximate only and Metro shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Metro in writing. The items may be delivered by Metro in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.

(c) Where the items are to be collected or delivered in instalments, each delivery shall constitute a separate contract. Any failure by Metro to deliver any one or more of the instalments in accordance with these conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as a whole as repudiated.

(d) If the Purchaser fails to collect or take delivery of the goods or fails to give Metro adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of Metro's default) then, without prejudice to any other right or remedy available to Metro, Metro may store the items until actual collection or delivery and charge the Purchaser for the reasonable costs (including insurance) of storage.

### **9. Force Majeure**

Metro will not be held liable for any failure to perform any obligation or service which failure is caused by situations outside the direct control of Metro including for example, but not limited to, act of God, industrial dispute, transport delays and Government Act.

**10. Default**

Metro reserves the right to cancel, at any time, any contract with the Purchaser should the Purchaser default in any way concerning any previous contract with Metro, particularly in regard to late payment of invoices duly submitted.

**11. Payment**

Payment for services offered by Metro shall be due 30 days following the submission of invoices which will be made on a regular basis throughout each calendar month concurrent with the provision of the services. If the Purchaser fails to make any payment on the due date then without prejudice to any other right or remedy available to Metro, Metro shall be entitled to interest (both before and after any judgement) on the amount unpaid, at a rate of 2% per annum above the National Westminster Bank plc base rate from time to time, until payment in full is made.

**12. Liabile Limit**

Save as otherwise specifically provided the liability of Metro for loss of, or damage to, the items of the Purchaser or in respect of failure to perform any service or obligation arising out of control is limited to a sum equivalent to three times the price for the services supplied to that item exclusive of VAT.

**13. Assignment**

The Purchaser shall not assign any rights under this Agreement without the consent of Metro in writing.

**14. Law**

These terms and conditions are subject to English Law and the Purchaser consents to the exclusive jurisdiction of the English Courts in all matters regarding the service.

I confirm agreement to these terms and conditions of provision of services by Metro:

For & on behalf of:

Signed:.....

Print name:.....

Date:.....