

ARCHWAY ENGINEERING (UK) LIMITED

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (B2B)

(2026 Edition)

1. Definitions and Interpretation

1.1 In these Conditions, the following expressions have the meanings set out below:

- **“Business Day”**: a day other than a Saturday, Sunday or public holiday in England.
- **“Customer”**: the business purchasing Goods or Services from the Supplier.
- **“Contract”**: the agreement between the Supplier and the Customer for the supply of Goods and/or Services, incorporating these Conditions.
- **“Data Protection Legislation”**: UK GDPR, the Data Protection Act 2018, and all related laws.
- **“Delivery Location”**: the location for delivery specified in the Supplier’s quotation or order acceptance.
- **“Goods”**: the goods set out in the Supplier’s quotation or order acceptance.
- **“Services”**: the services set out in the Supplier’s quotation or order acceptance.
- **“Supplier”**: Archway Engineering (UK) Limited (Company No. 02600814).
- **“Writing”**: includes email but excludes instant messaging platforms.

1.2 These Conditions apply to the Contract to the exclusion of all other terms, including any terms the Customer seeks to impose.

1.3 Headings are for convenience only and do not affect interpretation.

2. Basis of Contract

2.1 Any quotation issued by the Supplier is not an offer and is valid for 30 days unless stated otherwise.

2.2 A Contract is formed only when the Supplier issues written acceptance of an order or delivers the Goods or Services, whichever occurs first.

2.3 No variation to the Contract is binding unless agreed in Writing by an authorised representative of the Supplier.

2.4 The Customer acknowledges that it has not relied on any statement or representation not expressly set out in Writing by the Supplier.

3. Goods

3.1 The Goods shall conform to the specification set out in the Supplier's quotation or order acceptance. Any samples, drawings, descriptions or illustrations are for guidance only and do not form part of the Contract.

3.2 The Supplier may make changes to the Goods required to comply with applicable law or which do not materially affect performance.

3.3 Where Goods are manufactured to the Customer's specification, the Customer warrants that such specification does not infringe any third-party rights and shall indemnify the Supplier against all related claims, losses and costs.

3.4 All testing, inspection or certification requested by the Customer is chargeable unless expressly included in the quotation.

4. Services

4.1 The Supplier shall provide the Services using reasonable skill and care.

4.2 Time for performance is not of the essence.

4.3 Where Services involve repair of Customer equipment, the Customer warrants that such equipment is fully insured. The Supplier accepts no liability for loss, theft or damage to Customer equipment while on the Supplier's premises or in transit.

5. Delivery

5.1 Delivery shall take place at the Delivery Location.

5.2 Any delivery dates are estimates only. The Supplier shall not be liable for delay.

5.3 If the Customer fails to take delivery, delivery is deemed to have occurred and the Supplier may store the Goods at the Customer's cost. Risk passes at that point.

6. Risk and Title

6.1 Risk in the Goods passes to the Customer on delivery (or deemed delivery).

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full for all sums due to the Supplier.

6.3 Until title passes, the Customer shall:

- hold the Goods as bailee;
- store them separately and clearly identifiable;
- maintain them in satisfactory condition;
- insure them for their full replacement value.

6.4 The Supplier may recover Goods in which it retains title and may enter the Customer's premises for that purpose.

6.5 If the Customer incorporates the Goods into other products, title to such products shall vest proportionally in the Supplier.

7. Price and Payment

7.1 Prices are as stated in the Supplier's quotation or order acceptance and exclude VAT, packaging, transport and other applicable charges unless expressly stated.

7.2 The Supplier may increase prices to reflect increases in costs, changes requested by the Customer, or delays caused by the Customer.

7.3 Payment is due within **30 days of invoice date**, in full and without deduction or set-off.

7.4 Interest accrues on overdue sums at **8% per annum above the Bank of England base rate**, calculated daily.

7.5 The Supplier may suspend performance or withhold delivery if the Customer fails to pay any sum when due.

8. Warranty

8.1 The Supplier warrants that Goods will materially conform to their specification on delivery.

8.2 The Supplier's sole liability for breach of warranty is, at its option:

- repair or replacement of the Goods; or
- refund of the price paid for the defective Goods.

8.3 The Supplier is not liable for defects arising from:

- fair wear and tear;
- misuse, neglect or improper storage;
- failure to follow instructions;
- Customer-supplied designs or materials;
- unauthorised repair or alteration.

8.4 No Goods may be returned without the Supplier's prior written consent.

9. Customer Obligations

The Customer shall:

- provide accurate information and specifications;
- ensure site access and readiness for Services;
- comply with all applicable laws relating to the Goods and Services;
- indemnify the Supplier for damage caused to Supplier equipment by the Customer.

10. Intellectual Property

10.1 All intellectual property rights in the Goods, Services, designs, drawings, software, documentation or other materials supplied by the Supplier remain the Supplier's property.

10.2 The Customer receives a non-exclusive licence to use such IP solely for its internal business purposes.

10.3 The Customer shall not copy, reverse-engineer or modify any Supplier IP.

11. Data Protection

11.1 Each party shall comply with Data Protection Legislation.

11.2 Where the Supplier processes personal data on behalf of the Customer, the Supplier does so as a processor and the parties shall enter into a compliant data processing agreement if required.

12. Limitation of Liability

12.1 Nothing in the Contract limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability which cannot legally be limited.

12.2 Subject to clause 12.1:

- the Supplier shall not be liable for loss of profit, loss of revenue, loss of business, loss of data, or any indirect or consequential loss;
- the Supplier's total liability arising out of or in connection with the Contract shall not exceed **the total price paid under the Contract**.

12.3 All implied terms are excluded to the fullest extent permitted by law.

13. Termination

13.1 The Supplier may terminate the Contract immediately if the Customer:

- fails to pay any sum when due;
- commits a material breach;
- becomes insolvent or subject to any insolvency process.

13.2 Upon termination:

- all sums owed become immediately due;
- the Supplier may recover Goods in which it retains title;
- all licences granted to the Customer terminate.

14. Force Majeure

The Supplier is not liable for delay or failure caused by events beyond its reasonable control, including industrial action not caused by the Supplier, supply chain disruption, or failure of utilities.

15. Compliance

The Customer shall comply with all applicable laws including anti-bribery, sanctions, export controls and modern slavery legislation.

16. Notices

Notices must be in Writing and delivered by hand or sent by first-class post or email to the addresses stated in the Contract.

17. Assignment and Subcontracting

17.1 The Supplier may assign or subcontract any part of the Contract. 17.2 The Customer may not assign the Contract without the Supplier's written consent.

18. Governing Law

The Contract is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

ACCEPTANCE OF TERMS & CONDITIONS

Archway Engineering (UK) Limited

Standard Terms & Conditions for the Supply of Goods and Services (B2B)

The Customer acknowledges and agrees that:

1. It has received, read and understood Archway Engineering (UK) Limited's Standard Terms & Conditions for the Supply of Goods and Services (the "Terms").
2. The Terms shall apply to all quotations, orders, deliveries, Goods and Services supplied by Archway Engineering (UK) Limited unless expressly varied in writing by an authorised representative of the Supplier.
3. The individual signing below is duly authorised to enter into legally binding agreements on behalf of the Customer.

Customer Details

Company Name: _____

Registered Address: _____

Company Number (if applicable): _____

Authorised Signatory

Name: _____

Position: _____

Email: _____

Telephone: _____