

1. Words and phrases

- a. In this document 'the customer' refers to any previously agreed contact at the business which requires the services or goods supplied by Benroc Engineering Ltd. This includes, but is not restricted to, the customer, customer's employees, or customer's agents.
- b. "Customer's Equipment" means the equipment or material belonging to the customer, or for which you request us to provide the Supply.
- c. "Supply" or "Supplies" means the engineering services, goods and associated supplies as set out in our quotation or other agreed documents or discussions between Benroc Engineering Ltd and the customer.

2. Quotations

- a. The quotation details the work that will be carried out by Benroc Engineering Ltd. The quotation is an estimate of cost and time based on information given to Benroc Engineering Ltd by the customer.
- b. The quotation details the terms in which the customer may place an order, no quotation will be binding to Benroc Engineering Ltd unless it is confirmed or accepted by Benroc Engineering Ltd in writing.
- c. Quotations are valid for 15 days only from the date stated on the quotation. Providing the customer has placed an order within the 15 days from the date stated on the quotation the price will be fixed, unless the quotation states otherwise. If an order is placed after the 15 days the quotation will be reviewed and any additional charges will apply.
- d. Benroc Engineering Ltd have the right to change the quotation if any additional work is required or the work content does not match the pre agreed work. This will be agreed with the customer and Benroc Engineering Ltd prior to being completed to ensure any additional costs are agreed by both parties.
- e. The quotation covers Monday to Friday working only, unless otherwise stated.
- f. If the customer gives a general instruction for repairs without specifying the particular service or replacement parts, Benroc Engineering Ltd will be entitled to carry out repairs, modifications or services to put the equipment in good working order, and to make an appropriate charge for the work and parts provided. This will be agreed by the customer and Benroc Engineering Ltd prior to being completed to ensure any additional costs are agreed by both parties.
- g. If performance or delivery are delayed or postponed at the customer's request or circumstances under the customers control, the customer will be required to pay all the resulting costs which Benroc Engineering Ltd incur as a result.
- h. Benroc Engineering Ltd will charge for all work carried out at the customer's request, whether it be exploratory, inspection or otherwise.
- i. Where the quote includes the hire or purchase of good from the EU or otherwise abroad it will not include any unforeseen or unplanned costs, such as customs tax or cost occurred from border delays. Should these unforeseen costs be charged to Benroc Engineering Ltd for the customer's job it will be the customer's liability to pay. Benroc Engineering Ltd will note in the quote if supplies such as machine tools or machine hire in the quote are being supplied from outside of the UK and, if applicable, provide proof in the form of original invoices of the unforeseen cost to the customer.

3. Work on site

- a. If work, services, or goods are to be provided on a customer's premises or, at the customer's request, an external site, Benroc Engineering Ltd will need free and safe access to the customer's equipment.
- b. Benroc Engineering Ltd will also require safe storage and protection of all goods, tools, plant, equipment, and materials they have on site. Benroc Engineering Ltd may also require preparatory work and facilities to aid with the services they are carrying out, these will be agreed prior to the visit.
- c. Benroc Engineering Ltd.'s customers will comply with the latest health and safety at work legislation to ensure the site is safe and no harm will come to any person working there; and the customer will hold us harmless against legal and regulatory proceedings, costs and charges in respect of the customer's failure to do so.
- d. Benroc Engineering Ltd holds the right to terminate any work where they feel that the safety regulations are not being upheld to the highest standard, and will postpone the continuation of the project until they feel these issues have been fully resolved.
- e. If any member of Benroc Engineering Ltd team (including employees, contractors or third-party companies) is subject to verbal or physical abuse while on a customer's site, Benroc Engineering Ltd have the right to remove all of their equipment, regardless of if any process has already started. The customer will lose any deposit paid up front and will be charged for any time or expenses Benroc Engineering have accrued.
- f. If the work onsite takes place outside of the UK and the UK government advice is to quarantine either at home or in a hotel due to Covid-19 the customer will be liable for the wages of the Benroc Engineering employees for this time, and, if applicable the cost of the hotel stay. Where possible this will be agreed with the customer in advance. If the UK government changes its advice while Benroc Engineering Ltd team is outside of the UK then Benroc Engineering Ltd will discuss with the customer how best to continue, either the work will stop and Myan Engineers will leave site early to get home before any restrictions come in affect, or the customer will agree to pay any loss of earning as a result of staying onsite.

4. Designs Drawings and specifications

- a. Benroc Engineering Ltd.'s customer will be responsible for the completeness and accuracy of any designs, specifications and other data supplied to us. This includes any supplied by our customer, customer's employees, or customers agents, even if we inspect, examine or comment upon them.
- b. The customer will hold Benroc Engineering Ltd harmless against any liability which may incur as a result of carrying out work or services using a customer's data, designs, drawings or specifications.
- c. The customer will respect the confidential and ownership of copyrights for all intellectual property in all technical information, know how, drawings, specification or other documents disclosed by Benroc Engineering Ltd under this contract.
- d. All recommendations and advice given without charge, whilst given in good faith and with good care, and are given without responsibility on our part.

5. Payment

- a. Unless otherwise agreed between the customer and Benroc Engineering Ltd full payment must be made within 30 days of invoice. The invoice will be sent to the customer on completion of goods or services.
- b. All payments will be in pounds sterling.
- c. If any payment is overdue, Benroc Engineering Ltd shall be entitled, without prejudice, to suspend all further deliveries on any contract with our customer without notice; and/ or charge interest of 20% per month until full payment is made.
- d. All goods, will remain sole property of Benroc Engineering Ltd until the customer has made and unconditional payment of all sums due.
- e. New customers will pay for their project, job or work, prior to work commencing, until credit checks have been completed.

6. Delivery

- a. Although Benroc Engineering Ltd endeavour to provide work, goods and services within the time specified, no liability can be accepted for delays in delivery for whatsoever reason as a result of a 3rd party unless specifically agreed in writing.
- b. Additional charges will be made for additional tests or trial runs or inspections if the customer's requests them.
- c. Unless otherwise agreed, goods will be provided "ex works" without packaging and the customer is responsible for transportation. Benroc Engineering Ltd, at the customer's request and expense, will arrange transportation for the customer's goods or equipment.
- d. Benroc Engineering Ltd and the transport company must be notified of any damage or loss, within two days of delivery, it is the customer's responsibility to examine all goods or equipment immediately upon receipt.
- e. Unless otherwise agreed, the loading and unloading of goods or customer's equipment, on collection or delivery, shall be arranged by the customer and performed at the customer's sole expense and risk.

7. Termination of contract

- a. If this contract ends for any reason, Benroc Engineering Ltd will be entitled to remove all of their equipment from the customer's premises or site.
- b. Benroc Engineering Ltd will also be entitled to remove any goods or materials which have not been paid for by the customer.
- c. The customer will remain liable to Benroc Engineering Ltd for any sums which have not been paid for. This includes all goods, services and materials up to the date of the contract termination.
- d. Benroc Engineering Ltd may terminate this contract if the customer fails to comply with the obligations stated in this contract.

8. Limitation of liability

- a. Nothing in these conditions limits or excludes our liability for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment or for any other matter for which it would be illegal for us to exclude or limit our liability or to attempt to do so.

- b. We shall not be liable to the customer under any circumstances for any loss of contracts or earnings; loss of profits or revenue; delay damages; loss of anticipated savings; loss of opportunity or business; or interruption to or loss of production or use (in each case whether such loss is direct, indirect or consequential) or for any punitive, special, incidental, indirect or consequential loss or damage whatsoever.
- c. We shall not be responsible for failure due to defects in material you supply or errors in any designs, specifications or data you provide.
- d. Whilst reasonable care is taken with Customer's Equipment and free issue parts whilst in our custody, our liability in the event of accidental damage or loss thereto whilst in our custody is limited in aggregate to £500. We shall not be liable for any loss or damage to such items which is due to events outside our reasonable control.
- e. The limitations and exclusions in this document apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim.
- f. The limitations and exclusions in these conditions are considered to be reasonable in the context of the work to be undertaken and the charges to be paid. If you require us to accept greater liability, we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.
- g. Benroc Engineering will not be liable for any mistakes caused by our machinist engineers, technicians or any third party. This includes machining oversize or undersize, the wrong size or not being able to hit a specific tolerance .

9. Insurance

- a. Whenever required by the customer, and procurable by us from the respective insurance carrier/broker, we shall furnish confirmation of any insurance which we are required to effect and/or maintain under the contract or purchase order, provided that such policies shall not be primary with respect to your, your customer's or end user's insurance policies; shall not grant waiver of subrogation in favour of the customer or end user; and shall not name such parties as an additional insured or co-insured party.

10. Unforeseen events

- a. Benroc Engineering Ltd will not be liable to the customer for any failure to perform our obligations under this contract where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the actions of third parties or industrial action, or from government advice against travel to site.

11. General

- a. The customer will not assign your rights under this contract without our express written approval. Benroc Engineering Ltd may subcontract the provision of certain of the Supplies at our discretion. No third party shall acquire any rights under this contract except as specifically stated in these conditions.
- b. Any express or implied waiver by Benroc Engineering Ltd of any failure by the customer to perform their obligations under this contract will not prevent the subsequent enforcement of those obligations. Any waiver Benroc Engineering Ltd

- give will not be taken to be a waiver of any subsequent failure by the customer to perform that or any other obligation.
- c. This contract constitutes the entire agreement between Benroc Engineering Ltd relating to the Supply and overrides any prior correspondence or statements relating to the Supply (including any statements or representations in any advertisements or literature produced by us relating to the Supply).
 - d. If any provision of this contract is ruled to be invalid for any reason, that invalidity will not affect the rest of this contract which will remain valid and enforceable in all respects.
 - e. This contract is governed by English law

12. Covid 19

- a. Benroc Engineering Ltd have been monitoring the COVID-19 situation, and have taken necessary steps to ensure the safety of our employees, customers and suppliers on their site. Benroc Engineering Ltd expect their customers and suppliers to do the same.
- b. Benroc Engineering Ltd will not be liable to the customer for any failure to perform our obligations under this contract where that failure results from Government Intervention with regard to self-isolation, lockdowns or other Covid 19 related action.
- c. Benroc Engineering Ltd will charge the customer for any extra time on a project that is carried out on a customer's site that is a direct result of Covid 19.
- d. Benroc Engineering Ltd will charge the customer if any Benroc Engineering Ltd employees have to self-isolate as a direct result of a customer not abiding by government guidelines in respect to Covid 19.