


Title:	Terms and Conditions						
Reference Number:	QM-POL-002	Version:	00	Type:	POLICY	Date:	

Term	Definition
POL	Policy
Peregrine MLS Ltd	Peregrine Manufacturing Lean Services Ltd

1. Interpretation

1.1 In these Conditions

“Company” means Peregrine MLS Limited (registered in England under number 11654136) “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company

“Contract” means the contract for the carrying out of work and supply of Materials

“Customer” means the person who accepts the quotation overleaf of the Company for the carrying out the Works and supplying the Materials detailed in the quotation

“Materials” means the Materials which the Company is to supply in accordance with these conditions

“Order Confirmation” means the written confirmation given by the Company to the Customer by which the Company accepts the Customer’s Order

“Works” means the Works which the Company is to carry out in accordance with these Conditions

“Writing” includes telex, cable, facsimile transmission and comparable means of communication

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation

2. Basis of the Sale

2.1 The Company shall carry out the Works and supply the Materials and the customer shall pay for the works and materials solely in accordance with any written order of the customer which is accepted in writing by the company subject to these conditions which shall govern the contract

2.2 If the customer’s order contains special printed conditions such conditions are only binding in so far as they are not at variance with these conditions and have been expressly accepted in writing by the company

2.3 No variation to these conditions shall be binding unless agreed in writing between the customer and the company

2.4 These conditions contained all the terms and conditions governing the contract. In entering into the contract, the customer acknowledges that it has not relied on any representation warranty or document not included or specifically referred to in these conditions

2.5 Any advice or recommendation given by the company or its employees or agents to the customer or its employees or agents as to the suitability application or efficacy of the works and/or materials which is not confirmed in writing by the company is followed or acted upon entirely at the customer’s own risk and accordingly the company shall not be liable for any such advice or recommendation which is not so confirmed

3. Orders and Specifications

3.1 No acceptance tendered by the customer shall be deemed to be accepted by the company unless and until confirmed in writing by the company

3.2 The customer shall be responsible to the company for ensuring the accuracy of the terms of any request for a quotation (including any applicable specification) submitted by the customer and for giving the company any necessary information relating to the works and/or materials within a sufficient time to enable the company to perform the contract in accordance with its terms

3.3 The quantity quality and description of and any specification for the materials shall be those set out in the order confirmation

3.4 If the materials are to be manufactured or any process is to be applied to the materials by the company in accordance with a specification submitted by the customer the customer shall indemnify the company against all loss damages costs and expenses awarded against or incurred by the company in connection with or paid or agreed to be paid by the company in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights or any other person which results from the company's use of the customer's specification

3.5 The company reserves the right to make any changes in the specification of the materials which are required to conform with any applicable safety or other statutory requirements or where the materials are to be supplied to the company's specification which do not materially affect their quality or performance

3.6 No quotation which has been accepted by the company may be cancelled by the customer except with the agreement in writing of the company and on terms that the customer shall indemnify the company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the company as a result of cancellation

4. Cost of Works and Materials

4.1 The cost of works and materials shall be the company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the customer after which time they may be altered by the company without giving notice to the customer.

4.2 The company reserves the right by giving notice to the customer at any time before carrying out the works and supplying the materials to increase the price of the works and materials to reflect any increase in the cost to the company which is due to any factor beyond the control of the company (such as without limitation any foreign exchange fluctuation currency regulation of duties significant increase in the costs of labour materials or other costs of manufacture) any change in delivery dates quantities or specifications for the works and materials which is requested by the customer or any delay caused by any instructions of the customer or failure of the customer to give the company adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the seller and unless otherwise agreed in writing between the buyer and the seller all price are given by the seller on an ex works basis and where the seller agrees to deliver the goods otherwise than at the seller's premises the buyer shall be liable to pay the seller's charges for the transport packaging and insurance

4.4 The price is exclusive of any applicable value added tax which the customer shall be additionally liable to pay to the company

5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the customer and the company the company shall be entitled to invoice the customer for the cost of works and materials on or at any time after delivery of the goods unless the goods are to be collected by the buyer or the buyer wrongfully fails to take delivery of the goods in which event the seller shall be entitled to invoice the buyer for the price at any time after the seller has notified the buyer that the goods are ready for collection or (as the case may be) the seller has tendered delivery of the goods

5.2 The customer shall pay the invoice price within 30 days of the date of the company's invoice notwithstanding that completion of the works has taken place and the property in the materials has not passed to the customer. The time of payment of the invoice price shall be of the essence of the contract. Receipts for payment will be issued only upon request.

5.3 If the customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the company the company shall be entitled to :

5.3.1 Cancel the contract or suspend any further deliveries to the customer;

5.3.2 Charge the customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Lloyds Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

6. Delivery

6.1 Delivery of the materials shall be made by the customer collecting the materials at the company's premises at any time after the company has notified the customer that the materials are ready for collection or if some other place for delivery is agreed by the company by the company delivering the materials to that place.

6.2 Any dates quoted for delivery of the materials are approximate only and the company shall not be liable for any delay in delivery of the materials howsoever caused. Time for deliver shall not be of the essence unless previously agreed by the customer in writing. The materials may be delivered by the company in advance of the quoted delivery date upon giving reasonable notice to the customer.

6.3 Where the materials are to be delivered in instalments each delivery shall constitute a separate contract and failure by the company to deliver any one or more of the instalments in accordance with these conditions of any claim by the customer in respect of any one or more instalments shall not entitle the customer to treat the contract as a whole as repudiated.

6.4 If the company fails to deliver the materials for any reason other than any cause beyond the company's reasonable control or the customer's fault and the company is accordingly liable to the customer the company's liability shall be limited to the excess (if any) of the cost to the customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the materials.

6.5 If the customer fails to take delivery of the materials or fails to give the company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the customer's reasonable control or by reason of the company's fault) then without prejudice to any other right or remedy available to the company the company may:

6.5.1 Store the materials until actual delivery and charge the customer for the reasonable costs (including insurance) of storage; or

6.5.2 Sell the materials at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the customer for the excess over the price under the contract or charge the customer for any shortfall below the price under the contract

7. Risk and Property

7.1 Risk of damage to or loss of the materials shall pass to the customer:

- **7.1.1** In the case of the materials to be delivered at the company's premises at the time when the company notifies the customer that the materials are available for collection;
- **7.1.2** or in the case of materials to be delivered otherwise that at the company's premises at the time of delivery or if the customer wrongfully fails to take delivery of the materials the time when the company has tendered delivered of the materials.

7.2 Notwithstanding delivery and the passing of risk in the materials or any other provision of these conditions the property in the materials shall not pass to the customer until the company has received in cash or cleared funds payment in full of the price of the materials and all other outstanding accounts owed by the customer to the company for which payment is then due.

7.3 Until such time as the property in the materials passes to the customer the customer shall hold the materials as the company's fiduciary agent and bailee and shall keep the materials separate from those of the customer and the third parties and properly stored protected and insured and identified as the company's property. Until that time the customer shall be entitled to resell or use the materials in the ordinary course of its business but shall account to the company for the proceeds of sale or otherwise of the materials whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or properly stored protected and insured.

7.4 Until such time as the property in the materials passes to the customer (and provided the materials are still in existence and have not been resold) the company shall be entitled at any time to require the customer to deliver up the materials to the company if the customer fails to do so forthwith to enter upon the premises of the customer or any third party where the materials are stored and repossess the materials.

7.5 The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the materials which remain the property of the company but if the customer does do all moneys owing by the customer to the company shall (without prejudice to any other right or remedy of the company) forthwith become due or payable

8. Warranties and Liability

8.1 Subject to the conditions set out below the company warrants that the works and materials will correspond with their specification at the time of carrying out the work and will be free from defects in materials and workmanship for a period of 6 months from the date of their initial installation or 6 months from carrying out the work whichever is the first to expire.

8.2 The above warranty is given by the company subject to the following conditions:

8.2.1 The company shall be under no liability in respect of any defect in the works or materials arising from any drawing design or specification supplied by the customer;

8.2.2 The company shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow the company's instructions Peregrine MLS Ltd Company Registration : 11654136 The New Forge, Beech Lane VAT Number : 314525820 Dove Holes, Nr Buxton Derbyshire. SK17 8DJ. (whether oral or in writing) misuse or alteration or repair of the works or materials without the company's approval;

8.2.3 The company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total Invoice price has not been paid by the due date for payment;

8.2.4 The above warranty does not extend to materials not manufactured by the company in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the company.

8.3 Subject as expressly provided in these conditions and except where the materials are sold to a person dealing as a consumer (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.

8.4 Any claim by the customer which is based on any defect in the quality or condition of the works and materials or their failure to correspond with specification shall be notified to the company within 7 days from the date of installation or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.

8.5 Where any valid claim in respect of any of the works and materials which is based on any defect in the quality of works or condition of the materials or the failure to meet specification is notified to the company in accordance with these conditions the company shall be entitled to repair the works or replace the materials (or the part in question) free of charge or at the company's sole discretion refund to the customer the invoice price (or a proportionate part of the price) but the company shall have no further liability to the customer.

8.6 Except in respect of death or personal injury caused by the company's negligence the company shall not be liable to the customer 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 loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the company its employees or agents or otherwise) which arise out of or in connection with the carrying out the works or supply of the materials except as expressly provided in these conditions.

8.7 The company shall not be liable to the customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the company's obligations in relation to the works if the delay or

failure was due to any cause beyond the company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as caused beyond the company's reasonable control:

8.7.1 Act of God explosion flood tempest fire or accident

8.7.2 War or threat of war sabotage insurrection civil disturbance or requisition;

8.7.3 Acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

8.7.4 Import or export regulations or embargoes;

8.7.5 Strikes lock-outs or other industrial actions or trade disputes (whether involving employees of the company or of a third party);

8.7.6 Difficulties in obtaining raw materials labour fuel parts or machinery;

8.7.7 Power failure or breakdown in machinery

9. Insolvency of Customer

9.1 This clause applies if:

9.1.1 The customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the customer, or

9.1.3 The customer ceases or threatens to cease to carry on business; or

9.1.4 The company reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

9.2 If this clause applies then without prejudice to any other right or remedy available to the company the company shall be entitled to cancel the contract or cease any work under the contract without any liability to the customer and if the works have been undertaken or the materials supplied but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contract

10. Divisibility Clause

10.1 This contract is divisible. Each delivery made hereunder or work performed in each month during the currency of the contract shall be invoiced separately and be deemed to arise from a separate contract. Each invoice for work performed or delivery made in any month shall be payable by the customer in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the delivery or work performed or to be performed in any other month or instalment.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these conditions shall be writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the company of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby

11.4 Any dispute arising under or in connection with these conditions or the sale of the goods shall be referred to arbitrations by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the president for the time being of The Law Society in accordance with the rules of The Law Society of England and Wales.

11.5 The contract shall be governed by the laws of England.

Approval Workflow & Governance

Approver: Company Director

Role	Name & Date
Reviewer	Kevin Storer 06/11/2022
Approver	Chris Reid 15/11/2022

Document revision

Fill in the POL revision number, the date and the changes that have been completed. For the first version of a POL, write "document creation" in the change column

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