



## Standard Terms and Conditions

1. **INTERPRETATION**
- 1.1 **BUYER** In these Terms and Conditions: means the person who accepts a quotation of the Seller for the performance of the Service or whose order for the Service is accepted by the Seller.
- CONDITIONS** means the standard Terms and Conditions of Sale set out in this document and (unless otherwise requires) includes any special Terms and Conditions agreed in writing between the Buyer and the Seller.
- CONTRACT** means the contract for the purchase performance of the Service.
- INVENTION** means any novel and inventive idea, or embodiment of a novel and inventive idea, whether protectable or not by way of patents, registered designs, design right or copyright.
- SELLER** means Ideas2develop Ltd. (registered in England and Wales under number 05878164).
- SERVICE** means the Service(s) (including any parts of the Service) which the Seller is to supply in accordance with these conditions.
- WRITING** includes facsimile transmission, e-mail 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 CONTRACT**
- 2.1 Subject to Clause 2.2 the Seller shall provide and the Buyer shall pay for the Service in accordance with any written quotation of the Seller, which is accepted by the Buyer, or any written or telephone order of the Buyer, which is accepted by the Seller.
- 2.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.3 No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.
- 2.4 The Seller's employees or agents are not authorized to make any representations concerning the Service unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
3. **ORDERS AND SPECIFICATIONS**
- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Service within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The description of and any specification for the Service shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 Where the Service is to be provided by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement or any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to subcontract, in whole or in part, its obligations hereunder.
- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller 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 Seller as a result of cancellation.
4. **SELLER'S DESIGNS**  
Any designs, drawings, plans, prototypes data or other information relating to the Invention ("Designs") supplied by the Seller to the Buyer, or specifically produced by the Seller for the Buyer in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Designs shall be the exclusive property of the Seller. The Buyer shall not disclose to any third party or use any such Designs except to the extent that it is, or becomes, public knowledge through no fault of the Seller, or as required for the purposes of the Contract.
5. **PRICE OF THE SERVICE**
- 5.1 The price of the Service shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Service to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as any changes in delivery dates, quantities or specifications for the Service which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
6. **TERMS OF PAYMENT**
- 6.1 Subject to Clause 6.2, and any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Service on or at any time after performance of the Service.
- 6.2 Where the Seller is unable to provide the Service or any part of it by reason of the default of the Buyer the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has performed the Service or (as the case may be) the Seller has tendered performance of the Service or any part of it.
- 6.3 The Buyer shall pay the price of the Service within 30 days of the date of the Seller's invoice, notwithstanding that performance of the Service may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 6.4.1 Cancel the Contract or suspend any further deliveries or performance of Services to the Buyer under the Contract;
- 6.4.2 Appropriate any payment made by the Buyer to such part of the Service (or the Services supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and;
- 6.4.3 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent over the base lending rate of HSBC for the time being, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 6.5 The Seller reserves the right where any doubts arise as to the Buyer's financial position or in the case of failure to pay for any part of the Service to suspend performance of the Service or any part of the Service without liability until payment or satisfactory security for payment has been provided.

- 7. PERFORMANCE OF THE SERVICE**
- 7.1 Any dates quoted for performance of the Service are approximate only and the Seller shall not be liable for any delay howsoever caused. Time for delivery and/or performance shall not be of the essence unless previously agreed by the Seller in writing. Where performance is agreed to be made within a certain period, that period shall only be deemed to commence once the Seller is in receipt of all the information and Designs requested by the Seller from the Buyer. The Service may be performed by the Seller in advance of the quoted delivery and/or performance date upon giving reasonable notice to the Buyer.
- 7.2 Where the Service is to be performed in instalments, each delivery or instalment shall constitute a separate contract and failure by the Seller to deliver and/or perform any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 8. DISCLAIMER AND EXCLUSIONS**
- 8.1 The Seller shall be under no liability in respect of any defect in the Service arising from any drawing, design or specification supplied by the Buyer.
- 8.2 The Seller shall be under no liability if the total price for the Service has not been paid by the due date for payment;
- 8.3 Subject as expressly provided in these Conditions, and except where the Service is 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 Where the Service is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), the statutory rights of the Buyer are not affected by these conditions.
- 8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Service or its failure to correspond with specification shall be notified to the Seller within 7 days from the date of performance of the Service (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If performance is not rejected, and the Buyer does not notify the Seller accordingly, the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Service had been delivered in accordance with the Contract.
- 8.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer 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 compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Service, except as expressly provided in these Conditions.
- 8.7 The Seller shall not be liable to the Buyer 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 Seller's obligations in relation to the Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller'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 Seller 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. INDEMNITY**
- 9.1 The Seller gives no warranty as to the ownership, patent, copyright, design, trademark or other industrial or intellectual property rights in the Designs unless and until the Designs have been produced by the Seller in pursuance of a specific design contract and for which full payment has been made by the Buyer to the Seller.
- 9.2 Subject to the provisions of Clause 9.1, if any claim is made against the Buyer that the Designs infringe or that their use or resale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim (including the cost of defending any legal proceedings), or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 9.2.1 The Seller is given full control of any proceedings or negotiations in connection with any such claim;
- 9.2.2 The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- 9.2.3 Except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 9.2.4 The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer might have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavour to do);
- 9.2.5 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
- 9.2.6 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.
- 9.3 The Buyer agrees upon demand to indemnify the Seller against all losses, damages, injury, costs and expenses of whatever nature suffered by the Seller to the extent that the same are caused by or related to designs, drawings or specifications given to the Seller by the Buyer in respect of the Service produced by the Seller for the Buyer; or
- 10. COVENANTS**
- 10.1 The Buyer shall not during or for two (2) years after the performance or termination of the Contract, divulge to any person or persons whatsoever or otherwise make use of, and shall use its best endeavour to prevent the publication or disclosure of, any trade secret or secret manufacturing process or designs or any confidential information concerning the business of the Seller.
- 10.2 The Buyer shall not for a period of two (2) years after the performance or termination of the Contract either on its own behalf or on behalf of any other person or persons canvass, solicit or approach or cause to be canvassed or solicited or approached for orders in respect of the Service, any person or persons who at the date hereof is a supplier or customer of the Seller or is in the habit of dealing with the Seller
- 11. INSOLVENCY OF BUYER**
- 11.1 This clause applies if-
- 11.1.1 The buyer makes any voluntary arrangements 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
- 11.1.2 An Encumbrancer takes possession, or a Receiver is appointed, of any of the property or assets of the Buyer; or
- 11.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries and/or performance under the Contract without liability to the Buyer, and if the Goods have been delivered and/or the Service performed but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 12. GENERAL**
- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party or 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.
- 12.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 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.
- 12.4 Any dispute arising under or in connection with these Conditions shall be referred to arbitration 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 Institute of Mechanical Engineers whose decision shall be binding on both parties.
- 12.5 The Contract shall be governed by the laws of England, except where a signed agreement between Buyer and Seller selects an alternative choice of law and/or forum.