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LYNAR MANUFACTURING

Sales Terms & Conditions

LMXXX (TBC)

Issue: 1



FM585008

STANDARD TERMS AND CONDITIONS FOR THE SALE OF MANUFACTURED GOODS

1. DEFINITIONS AND INTERPRETATION

- "Seller" means Lynar Manufacturing Ltd.
- "Buyer" means the person, firm, or company purchasing the Goods.
- "Goods" means the sheet metal components, parts, or materials fabrications specified in the Order.
- "Order" means the Buyer's purchase order accepted by the Seller in writing.

2. QUOTATIONS AND ORDERS

- **Validity:** All quotations are valid for 30 days from the date of issue, after which they may be subject to revision due to fluctuations in raw metal material costs.
- **Acceptance:** No Order shall be binding until explicitly confirmed in writing by the Seller.

3. SPECIFICATIONS AND DRAWINGS

- **Customer-Supplied CAD/Drawings:** Where Goods are manufactured to the Buyer's CAD files, drawings, or specifications, the Buyer warrants the accuracy of all data. The Seller accepts zero liability for component failure, fitment defects, or assembly issues resulting from errors in Buyer-supplied files.
- **Internal Drawings and IP:** All intellectual property rights, engineering modifications, and manufacturing methodologies developed by the Seller remain the exclusive property of the Seller.
- **Production Sign-Off:** No manufacturing will commence until the Buyer provides written or electronic sign-off on the final production blueprint. Any changes requested after sign-off will trigger an immediate price revision and delivery reset.
- **Discrepancies:** In the event of a conflict between a 3D CAD model and 2D engineering drawings, the 2D engineering drawing and its stated tolerances shall take precedence.

4. MANUFACTURE AND TOLERANCES

- **Engineering Tolerances:** Unless specific tolerances are explicitly agreed upon in writing on the Order confirmation, all components will be manufactured to standard engineering tolerances under ISO 2768.
- **Quantity Variations:** Due to setup scrap and manufacturing variances in stamping, laser cutting, or bending, the Seller reserves the right to deliver +/- 10% of the quantity ordered. The final invoice will be adjusted proportionally to reflect the exact quantity delivered, and this shall constitute full performance of the Order.

5. PRICE AND PAYMENT

- **60-Day Terms:** Invoices shall be issued upon dispatch of each batch of Goods. The Buyer shall pay all invoices in full within 60 days from the date of the invoice unless otherwise stated.
- **Material Escalation:** The Seller reserves the right to adjust prices prior to production if raw metal coil or sheet market prices increase by more than 5% between the quote date and the production run.
- **Late Payment:** If payment is not received by day 61, the Seller reserves the right to:
 - Charge statutory interest at 8% plus the Bank of England base rate per annum under the Late Payment of Commercial Debts (Interest) Act 1998.
 - Halt all current and future production runs or withhold future deliveries without liability.
 - Revoke any extended credit lines, reverting the Buyer to cash-on-delivery (COD) status.

6. DELIVERY AND RISK

- **Delivery Location:** Delivery is deemed complete when the Seller's delivery vehicle arrives at the Buyer's designated kerbside, unloading bay, or goods-in department—before unloading begins.
- **Transfer of Risk:** Risk of damage or loss of the Goods transfers entirely to the Buyer upon arrival at the delivery location. The Buyer is responsible for providing safe, adequate labour and lifting equipment (e.g., forklifts) to unload the Goods.
- **Delivery Dates:** All delivery dates are estimates only. The Seller is not liable for any consequential losses, line stoppages, or customer penalties resulting from transit delays due to traffic, vehicle breakdowns, or supply chain disruptions.

7. RETENTION OF TITLE

- **Ownership:** Legal and equitable ownership of the Goods remains entirely with the Seller and shall not pass to the Buyer until the Seller has received payment in full for said Goods.
- **Insolvency Recovery:** If the Buyer files for insolvency, administration, or fails to make payment by day 60, the Seller reserves the right to enter the Buyer's premises to reclaim and repossess the manufactured components.

8. INSPECTION AND DEFECTS

- **Inspection Window:** The Buyer must inspect all Goods upon receipt. Any shortages, transit damage, or visible dimensional defects must be reported to the Seller in writing, with photographic evidence, within 3 business days of delivery.
 - **Failure to Report:** If no defect is reported within 3 business days, the Goods shall be deemed accepted and fully compliant with the specification.
 - **Limitation of Liability:** The Seller's maximum total liability for defective components is strictly limited to either replacing the defective Goods or issuing a credit note up to the original invoice value of those specific components. The Seller is not liable for any third-party labour costs, rework costs, or loss of profits.
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