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TERMS AND CONDITIONS OF SALE – Workholding Solutions UK LTD

IMPORTANT NOTICE

These Terms and Conditions govern all quotations, contracts, sales, supplies of goods, engineering services, design services, repair services and bespoke manufacturing undertaken by Workholding Solutions UK Ltd ("the Seller").

Customers are advised to read these Terms carefully before placing an order. By submitting a Purchase Order or otherwise accepting a quotation, the Buyer agrees to be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 Definitions

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

Buyer means the individual, company, partnership or other legal entity purchasing Goods and/or Services from the Seller.

Business Day means any day other than a Saturday, Sunday or public holiday in England when banks are open for business.

Conditions means these Terms and Conditions of Sale as amended from time to time in accordance with Clause 17.

Contract means the legally binding agreement between the Seller and the Buyer for the supply of Goods and/or Services, incorporating these Conditions together with the Seller's Quotation and Sales Order Acknowledgement.

Delivery Date means the estimated date for delivery stated by the Seller.

Design Services means engineering design, CAD modelling, fixture design, workholding design, tooling design and any associated technical services supplied by the Seller.

Build Services means the manufacture, assembly, testing, inspection and commissioning of Goods in accordance with the agreed Specification.

Goods means any products supplied by the Seller including but not limited to:

Standard catalogue products

Imported products

Workholding equipment

Cutting tools

Driven tooling

Static tooling

Fixtures

Bespoke workholding solutions

Precision engineered components

Spare parts

Replacement parts

Accessories

Repair components

Services means any service supplied by the Seller including but not limited to:

Engineering design

Manufacturing

Fixture manufacture

Assembly

Inspection

Repair

Refurbishment

Installation

Technical support

Product servicing

Consultancy

Commissioning

Specification means the technical specification, drawings, CAD models, manufacturing information and other documentation agreed between the Buyer and the Seller.

Quotation means the written quotation issued by the Seller.

Sales Order Acknowledgement means the written confirmation issued by the Seller accepting the Buyer's Purchase Order.

Purchase Order means the Buyer's written order for Goods and/or Services.

Intellectual Property Rights means patents, copyrights, trademarks, registered and unregistered designs, design rights, database rights, confidential information, know-how and all other intellectual property rights recognised anywhere in the world.

Force Majeure Event means any event beyond the reasonable control of the Seller including but not limited to:

Acts of God

Fire

Flood

Pandemic

Epidemic

Industrial disputes

War

Terrorism

Civil unrest

Government restrictions

Failure of utilities

Cyber attack

Transport disruption

Supplier shortages

Raw material shortages

Energy shortages

1.2 Interpretation

Unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) references to any gender include every gender;
- c) references to legislation include any amendment, re-enactment or replacement of that legislation;
- d) headings are for convenience only and shall not affect interpretation;
- e) references to "including" or "includes" shall mean "including without limitation."

1.3 Entire Agreement

These Conditions, together with the Seller's Quotation and Sales Order Acknowledgement, constitute the entire agreement between the parties and supersede all previous discussions, negotiations, correspondence and agreements relating to the Contract.

The Buyer acknowledges that it has not relied upon any statement, representation or warranty other than those expressly contained within the Contract.

2. Basis of Contract

2.1 General

These Terms and Conditions shall apply to all quotations, orders, contracts, sales and supplies of Goods and Services by Workholding Solutions UK Ltd ("the Seller") and shall take precedence over any terms and conditions submitted by the Buyer unless expressly agreed in writing by a Director of the Seller.

No variation to these Conditions shall be binding unless confirmed in writing by an authorised representative of the Seller.

2.2 Quotations

All Quotations issued by the Seller are provided in good faith and are subject to these Terms and Conditions.

Unless otherwise stated in writing:

Quotations remain valid for 30 calendar days from the date of issue.

Quotations may be withdrawn or amended by the Seller at any time before acceptance.

Prices are based upon the information provided by the Buyer at the time of quotation.

Any changes to specifications, quantities, delivery requirements or scope of work may result in a revised quotation.

Quotations do not constitute a binding offer capable of acceptance.

2.3 Purchase Orders

A Purchase Order submitted by the Buyer constitutes an offer to purchase Goods and/or Services in accordance with:

the Seller's Quotation; these Terms and Conditions; and any agreed Specification. The Buyer is responsible for ensuring that all information contained within its Purchase Order is complete, accurate and suitable for manufacture or supply.

2.4 Acceptance of Orders

No Contract shall exist until the Seller has accepted the Buyer's Purchase Order by issuing one of the following:

a Sales Order Acknowledgement; written confirmation by email; written confirmation on company letterhead; or commencement of manufacture, procurement or performance of the Services. The Seller reserves the right to decline any order without providing a reason.

2.5 Electronic Communications

The Buyer agrees that communications transmitted electronically, including but not limited to:

email; electronic Purchase Orders; electronic quotations; CAD approvals; PDF approvals; electronic signatures; and online document approvals, shall be legally binding and shall have the same legal effect as original paper documents signed in ink.

2.6 Drawings and Technical Approval

Where the Seller provides engineering drawings, CAD models, fixture layouts or technical Specifications for approval, manufacture shall not commence until written approval has been received from the Buyer.

Approval may be given by:

signed drawing approval; email confirmation; approved PDF mark-up; approved CAD review; or any other written method accepted by the Seller.

Once approval has been received, any subsequent design changes requested by the Buyer may:

alter delivery dates; incur additional engineering costs; require revised quotations; and extend manufacturing lead times.

2.7 Buyer-Supplied Information

The Buyer warrants that all drawings, dimensions, models, samples, specifications and technical information supplied to the Seller are complete and accurate.

The Seller accepts no liability for errors arising from inaccurate or incomplete information supplied by the Buyer.

The Buyer shall indemnify the Seller against any loss, cost, claim or expense arising from defects resulting from Buyer-supplied information.

2.8 Product Availability

Where the Seller supplies products manufactured by third-party manufacturers or distribution partners, availability shall remain subject to:

manufacturer production schedules; supplier stock availability; import restrictions; shipping delays; customs clearance; export controls; and circumstances beyond the Seller's reasonable control.

The Seller shall use reasonable endeavours to advise the Buyer of any anticipated delays.

2.9 Cancellation by the Buyer

Following acceptance of an order, the Buyer may only cancel the Contract with the Seller's prior written agreement.

Where cancellation is accepted, the Seller reserves the right to charge the Buyer for all costs incurred up to the date of cancellation, including but not limited to:

engineering design time; project management; purchased materials; manufactured components; subcontract costs; imported products; inspection costs; packaging; administration; and reasonable loss of profit.

Deposits paid shall be non-refundable unless otherwise agreed in writing.

2.10 Engineering Changes

The Seller may make reasonable changes to the Goods or Services where such changes:

improve functionality; improve safety; comply with changes in legislation; comply with updated manufacturer specifications; improve manufacturing methods; or do not materially affect the form, fit or function of the Goods. Where such changes materially affect the Contract, the Seller shall notify the Buyer as soon as reasonably practicable.

2.11 Third-Party Products

Where the Seller supplies Goods manufactured by third parties, including products distributed on behalf of partner manufacturers, those Goods may also be subject to the manufacturer's technical specifications and warranty conditions. Nothing in these Conditions shall extend any manufacturer's warranty beyond that provided by the original manufacturer unless expressly agreed in writing by the Seller.

2.12 Entire Agreement

The Contract constitutes the entire agreement between the parties relating to the sale of the Goods and Services. The Buyer acknowledges that it has not relied upon any statement, representation or warranty that is not expressly incorporated within the Contract.

3. Specifications, Engineering Design and Product Changes

3.1 General

The Seller shall manufacture, procure or supply the Goods and perform the Services substantially in accordance with the agreed Specification, Quotation and Sales Order Acknowledgement. The Seller reserves the right to make reasonable amendments to any Specification where such amendments do not materially affect the performance, quality or intended function of the Goods or Services.

3.2 Technical Specifications

Any drawings, illustrations, catalogues, brochures, product data sheets, CAD models, digital images, marketing literature or technical information supplied by the Seller are intended solely to provide a general description of the Goods or Services. Unless expressly stated otherwise in writing, such information shall not form part of the Contract nor constitute a contractual warranty. Dimensions, weights, colours, finishes and product illustrations are subject to normal manufacturing tolerances and continuous product improvement.

3.3 Engineering Design Services

Where the Seller provides engineering design services, these may include, but are not limited to:

Bespoke workholding design
Fixture and jig design
Hydraulic and pneumatic workholding systems
Mechanical design
CAD modelling
Technical drawings
Assembly drawings
Manufacturing drawings
Prototype development
Reverse engineering
Product development
Technical consultancy

The Seller shall exercise reasonable skill, care and diligence in providing such Services.

3.4 Buyer Approval

Where engineering drawings, CAD models, manufacturing layouts or technical Specifications require Buyer approval, manufacture shall not commence until written approval has been received.

Approval may be provided by:

Signed drawing approval
Email confirmation
PDF approval
Electronic signature
Digital workflow approval

Any other written confirmation accepted by the Seller.

Following approval, the Buyer accepts responsibility for the approved design.

3.5 Buyer-Supplied Information

The Buyer shall ensure that all information supplied to the Seller, including but not limited to:

Drawings

CAD models

Specifications

Samples

Dimensions

Material requirements

Performance requirements

Customer-owned tooling

is accurate, complete and suitable for the intended purpose. The Seller shall not be responsible for any defect, delay or additional cost arising from inaccurate or incomplete information supplied by the Buyer.

3.6 Design Changes Requested by the Buyer

Where the Buyer requests changes after the Contract has been accepted, the Seller reserves the right to:

revise the Quotation; amend delivery dates; suspend manufacture until revised approval has been received; charge additional engineering, programming or manufacturing costs; and issue a revised Sales Order Acknowledgement. No revised work shall commence until the Buyer has accepted the revised costs and programme in writing.

3.7 Seller-Initiated Changes

The Seller reserves the right to make reasonable changes to the Goods or Services where necessary to:

improve manufacturing efficiency; improve reliability or performance; improve health and safety; comply with applicable legislation; comply with revised industry standards; comply with manufacturer updates; address material availability; or replace obsolete components with equivalent alternatives.

Where such changes materially affect the Contract, the Seller shall notify the Buyer before implementation.

3.8 Customer-Owned Materials

Where materials, tooling, fixtures or components are supplied by the Buyer for incorporation into the Goods or Services:

- a) the Buyer warrants that such items are suitable for their intended purpose;
- b) the Seller accepts no responsibility for defects inherent within customer-supplied items;
- c) any delays arising from unsuitable materials shall entitle the Seller to revise delivery dates and recover any additional costs reasonably incurred.

3.9 Imported and Third-Party Products

The Seller is an authorised distributor for a number of third-party manufacturers and suppliers.

Product specifications, dimensions, materials, finishes and technical data supplied by those manufacturers may be updated without notice.

The Seller reserves the right to supply the latest equivalent product specification provided the Goods remain materially suitable for their intended purpose.

3.10 Manufacturing Tolerances

Unless otherwise agreed in writing, all manufactured Goods shall be produced in accordance with normal engineering tolerances appropriate to the manufacturing process employed.

Where tighter tolerances are required, these must be clearly identified within the Buyer's Specification before manufacture commences.

Additional inspection, machining or certification requirements may incur additional charges.

3.11 Prototype and Development Work

Prototype components, proof-of-concept fixtures and development projects are produced for evaluation purposes.

Unless expressly agreed otherwise, prototype products shall not be considered production-approved components and may require further modification before production manufacture.

3.12 Intellectual Property

Unless otherwise agreed in writing:

all engineering drawings; CAD files; fixture concepts; design calculations; manufacturing methods; tooling concepts; software; programming; technical documentation; and associated Intellectual Property Rights created by the Seller shall remain the sole property of Workholding Solutions UK Ltd. The Buyer is granted a non-exclusive licence to use such documentation solely for the operation and maintenance of the Goods supplied under the Contract. No drawing, CAD model or technical documentation may be copied, reproduced, distributed or provided to any third party without the Seller's prior written consent.

3.13 Suspension of Work

Where the Buyer:

fails to provide information; delays approvals; changes the Specification; requests work to be placed on hold; or otherwise prevents the Seller from progressing the Contract, the Seller reserves the right to:

suspend work; revise delivery dates; invoice completed stages of work; recover storage costs; recover engineering and administration costs; and revise the Contract Price where appropriate.

3.14 Abandoned Projects

Where a project is suspended by the Buyer for more than 90 days, the Seller may, upon giving written notice, deem the project cancelled.

In such circumstances, the Seller shall be entitled to invoice for all work completed, materials purchased, subcontracted work, storage, administration and any other reasonable costs incurred up to the date of cancellation.

4. Prices, Payment and Deposits

4.1 Contract Price

The price payable for the Goods and/or Services shall be the price stated in the Seller's Quotation or Sales Order Acknowledgement unless otherwise agreed in writing.

All prices are quoted in Pounds Sterling (GBP) unless expressly stated otherwise.

4.2 VAT

All prices are exclusive of Value Added Tax (VAT), customs duties, import taxes and any other applicable taxes unless expressly stated otherwise.

VAT shall be charged at the prevailing rate applicable on the date of invoice.

4.3 Delivery Charges

Unless otherwise stated in the Seller's Quotation:

delivery charges; specialist transport; pallet delivery; express freight; export packaging; insurance; lifting equipment; and customs charges shall be charged in addition to the Contract Price. Where delivery is stated as "Carriage Paid", this applies only to standard mainland UK deliveries unless otherwise agreed in writing.

4.4 Quotation Validity

Unless otherwise stated, all quotations remain valid for 30 calendar days from the date of issue.

Following expiry of the quotation validity period, the Seller reserves the right to revise prices without prior notice.

4.5 Price Adjustments

The Seller reserves the right to revise the Contract Price where increases occur after acceptance of the Contract as a result of circumstances beyond the Seller's reasonable control, including but not limited to:

increases in raw material costs; increases in manufacturer prices; currency exchange fluctuations; import duties; customs charges; freight costs; fuel surcharges; labour costs; changes in legislation; tariffs; energy costs; or changes requested by the Buyer. The Seller shall notify the Buyer as soon as reasonably practicable of any such adjustment.

4.6 Deposits

The Seller reserves the right to request a deposit before commencing work.

Unless otherwise agreed in writing, deposits may be required for:

bespoke workholding solutions; engineered fixtures; design projects; imported products; non-stock items; special order products; customised tooling; and projects involving significant material procurement. Unless otherwise agreed, the standard deposit shall be 30% of the Contract Price.

Deposits are non-refundable once engineering, procurement or manufacture has commenced, except where cancellation results solely from the Seller's default.

4.7 Stage Payments

For larger projects, the Seller reserves the right to invoice against agreed project milestones.

Typical milestones may include:

engineering design approval; completion of manufacture; factory acceptance testing; completion of inspection; readiness for dispatch; delivery; installation; and commissioning.

Each stage payment shall become due in accordance with the invoice issued for that milestone.

4.8 Invoicing

Unless otherwise agreed in writing, invoices shall be issued:

upon dispatch of the Goods; upon completion of the Services; upon completion of an agreed project milestone; or at such other intervals agreed between the parties. The Seller may issue separate invoices for partial deliveries or completed stages of work.

4.9 Payment Terms

Unless otherwise agreed in writing, payment shall be due 30 days from the date of invoice.

Time for payment shall be of the essence.

Payments shall be made in full, without deduction or set-off, by electronic bank transfer to the account nominated by the Seller.

4.10 Credit Accounts

The Seller may, at its sole discretion, offer credit facilities to approved Buyers.

The Seller reserves the right to:

refuse credit; amend credit limits; withdraw credit facilities; require payment in advance; or suspend further deliveries where the Seller reasonably believes that the Buyer's financial position has materially deteriorated or where payment terms have not been complied with.

4.11 Late Payment

If payment is not received by the due date, the Seller reserves the right to charge:

statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended; or interest at 4% per annum above the Bank of England Base Rate, whichever is the higher, calculated daily from the due date until payment is received in full. Interest shall accrue both before and after any court judgment.

4.12 Debt Recovery Costs

The Buyer shall indemnify the Seller against all reasonable costs incurred in recovering overdue payments, including but not limited to:

debt recovery agency fees; legal fees; court fees; tracing costs; administrative costs; and statutory compensation recoverable under applicable legislation.

4.13 Suspension of Performance

Without prejudice to any other rights, where payment becomes overdue the Seller may:

suspend manufacture; suspend engineering work; withhold deliveries; refuse further orders; withdraw credit facilities; retain completed Goods; or terminate the Contract in accordance with Clause 16.

The Seller shall not be liable for any delay arising from exercising these rights.

4.14 Set-Off

The Buyer shall pay all sums due in full without deduction, withholding or set-off unless required by law.

The Seller may set off any monies owed by the Buyer against any monies due to the Buyer.

4.15 Returned Payments

Where any payment is dishonoured, recalled or otherwise fails, the Buyer shall be liable for any bank charges or administrative costs incurred by the Seller.

4.16 Ownership of Goods

Payment of invoices does not affect the Seller's rights under the Retention of Title provisions contained within Clause 6. Ownership of the Goods shall not pass until all monies due to the Seller have been paid in full.

4.17 Currency

Where Goods are purchased from overseas manufacturers or suppliers, quotations are based upon the prevailing exchange rate at the date of quotation.

Where significant exchange rate fluctuations occur before procurement, the Seller reserves the right to amend the Contract Price accordingly.

4.18 Insolvency

If, before payment is received, the Buyer:

becomes insolvent; enters administration; enters liquidation; proposes a Company Voluntary Arrangement (CVA); has a receiver appointed; or the Seller reasonably believes payment is at risk,

all outstanding invoices shall become immediately due and payable.

The Seller may suspend all work and recover Goods supplied under the Retention of Title provisions.

5. Delivery, Collection and Installation

5.1 Delivery

The Seller shall use reasonable endeavours to deliver the Goods to the location specified in the Sales Order Acknowledgement or otherwise agreed in writing with the Buyer.

Unless otherwise agreed, delivery shall be made during normal business hours on Business Days.

5.2 Delivery Dates

Any delivery dates or lead times quoted by the Seller are estimates only.

Whilst every reasonable effort will be made to meet the estimated delivery date, time shall not be of the essence, and the Seller shall not be liable for any loss or damage arising from delays in delivery.

5.3 Causes of Delay

Delivery dates may be affected by circumstances beyond the Seller's reasonable control, including but not limited to:

Supplier lead times

Material shortages

Manufacturing delays

Import or customs delays

Shipping disruption

Industrial action

Force Majeure Events

Engineering changes requested by the Buyer

Delays in Buyer approvals

Late receipt of Buyer-supplied materials

Delays caused by third-party manufacturers

The Seller shall notify the Buyer where reasonably practicable if a significant delay becomes apparent.

5.4 Partial Deliveries

The Seller reserves the right to deliver Goods in instalments.

Each instalment shall constitute a separate delivery and may be invoiced separately.

Delay in one instalment shall not entitle the Buyer to reject or cancel the remaining deliveries.

5.5 Collection

Where Goods are supplied on an Ex Works or collection basis, the Buyer shall collect the Goods within five (5) Business Days of being notified that they are ready for collection.

Risk in the Goods shall pass in accordance with Clause 6.

5.6 Delivery Address

The Buyer shall ensure that:

the delivery address is accurate; suitable unloading facilities are available; appropriate lifting equipment is available where required; access is safe and unrestricted; authorised personnel are available to receive the Goods.

Any failed delivery caused by the Buyer may result in additional delivery, storage and administration charges.

5.7 Offloading

Unless expressly agreed otherwise in writing, the Buyer shall be responsible for:

unloading; lifting; positioning; movement of Goods following delivery.

The Seller accepts no responsibility for damage occurring during unloading where this is undertaken by or on behalf of the Buyer.

5.8 Inspection of Goods

The Buyer shall inspect the Goods immediately upon delivery.

Any shortage, damage or incorrect Goods must be notified to the Seller:

within 48 hours for visible damage or shortages; and within 7 days for concealed defects that could not reasonably have been identified on delivery.

Failure to notify the Seller within these periods shall constitute acceptance of the Goods.

5.9 Damaged Deliveries

Where Goods are delivered by a third-party carrier, the Buyer should:

inspect the Goods before signing; note any visible damage on the carrier's delivery documentation; retain all packaging for inspection where damage is identified.

Failure to comply with this procedure may prejudice any claim against the carrier.

5.10 Failure to Accept Delivery

If the Buyer:

refuses delivery; fails to provide suitable access; fails to provide unloading facilities; requests postponement after dispatch; or otherwise prevents delivery,

the Seller may:

store the Goods at the Buyer's risk; arrange redelivery at the Buyer's expense; charge reasonable storage costs; charge additional transport costs; and invoice the Goods as though delivery had taken place.

5.11 Storage Charges

Where Goods remain undelivered due to circumstances attributable to the Buyer for more than five (5) Business Days, the Seller reserves the right to charge reasonable storage and insurance costs until delivery or collection takes place.

5.12 Installation Services

Where installation forms part of the Contract:

The Buyer shall ensure that:

safe access is available; all required utilities are operational; foundations and mounting arrangements are complete; the installation area is safe and compliant with applicable Health & Safety legislation. Delays caused by site conditions may result in additional charges.

5.13 Commissioning

Where commissioning is included within the Contract, commissioning shall be deemed complete upon successful demonstration that the Goods operate substantially in accordance with the agreed Specification.

Minor defects or cosmetic issues which do not materially affect operation shall not prevent completion of commissioning.

5.14 Delivery of Third-Party Products

Goods supplied by third-party manufacturers may be delivered directly from the manufacturer or distributor.

Lead times quoted for such Goods are based upon information supplied by the manufacturer and may change without notice.

The Seller shall not be liable for delays arising from third-party manufacturers provided reasonable efforts have been made to keep the Buyer informed.

5.15 Export Deliveries

Where Goods are supplied outside the United Kingdom:

delivery terms shall be interpreted in accordance with the latest edition of Incoterms® unless otherwise agreed; the Buyer shall be responsible for obtaining any import licences unless expressly agreed otherwise; customs duties, taxes and import charges shall be payable by the Buyer unless specifically included within the Seller's quotation.

5.16 Packaging

The Seller shall package the Goods in a manner considered appropriate for normal transportation.

Special export packaging, vacuum packing, corrosion protection, wooden crates or bespoke packaging requested by the Buyer shall be chargeable unless otherwise agreed.

5.17 Acceptance of Delivery

Delivery shall be deemed complete when:

the Goods are unloaded at the agreed delivery address; the Goods are collected by the Buyer or its carrier; or the Goods are made available for collection and the Buyer fails to collect them within the agreed period.

5.18 Seller's Liability for Delay

If the Seller fails to deliver the Goods within a reasonable period, the Seller's liability shall be limited, at its option, to:

arranging replacement Goods; completing delivery as soon as reasonably practicable; or refunding any sums paid in respect of the undelivered Goods.

The Seller shall not be liable for any:

loss of profit; production downtime; loss of contracts; loss of business; indirect loss; or consequential loss arising from delayed delivery.

6. Risk, Ownership and Retention of Title

6.1 Transfer of Risk

Risk in the Goods shall pass to the Buyer:

- a) upon completion of delivery to the agreed delivery address;
- b) where the Buyer collects the Goods, upon the Goods being made available for collection; or
- c) where delivery is delayed at the Buyer's request or due to the Buyer's default, on the date the Seller notifies the Buyer that the Goods are ready for dispatch or collection.

From that time, the Buyer shall be responsible for the Goods, including their insurance, storage and safekeeping.

6.2 Passing of Ownership

Legal and beneficial ownership (title) to the Goods shall remain with the Seller until the Seller has received payment in full, in cleared funds, for:

the Goods supplied under the Contract; any Services supplied under the Contract; and all other monies due from the Buyer to the Seller under any contract or account. Until title passes, the Buyer shall hold the Goods as bailee for the Seller.

6.3 Storage of Goods

Until ownership passes to the Buyer, the Buyer shall:

store the Goods separately from all other goods; ensure the Goods remain clearly identifiable as the Seller's property; not remove or obscure any serial numbers, labels or identification marks; keep the Goods properly protected and insured against their full replacement value; maintain the Goods in satisfactory condition; and immediately notify the Seller of any loss or damage.

6.4 Use of Goods Before Ownership Passes

The Buyer may use or resell the Goods in the ordinary course of its business provided that:

such use or resale occurs before any event of default; the Buyer remains fully compliant with these Terms and Conditions; and all monies become immediately payable to the Seller upon resale.

Nothing in this Clause shall create any agency relationship between the Buyer and the Seller.

6.5 Prohibition on Charging the Goods

Until ownership has transferred to the Buyer, the Buyer shall not:

pledge; mortgage; charge; grant security over; or otherwise encumber the Goods or any interest in the Goods.

6.6 Seller's Right of Inspection

The Seller shall have the right, upon giving reasonable notice, to enter the Buyer's premises during normal business hours for the purpose of:

inspecting the Goods; verifying compliance with this Clause; confirming the location of the Goods; or verifying that the Goods remain separately identifiable.

6.7 Seller's Right to Recover Goods

If:

payment becomes overdue; the Buyer breaches the Contract; the Buyer becomes insolvent; the Buyer enters administration or liquidation; a receiver or administrator is appointed; the Buyer ceases or threatens to cease trading; or the Seller reasonably believes payment is at risk, the Seller may, without prejudice to any other rights or remedies:

require immediate return of the Goods; suspend further deliveries; terminate the Contract; and enter any premises where the Goods are believed to be located for the purpose of recovering them.

The Buyer irrevocably grants the Seller, its employees and agents authority to enter such premises for this purpose.

6.8 Costs of Recovery

Where the Seller exercises its rights under Clause 6.7, the Buyer shall be responsible for all reasonable costs incurred, including:

transportation; labour; legal costs; storage; administration; recovery agents' fees; and any costs associated with restoring the Goods to saleable condition.

6.9 Mixed or Incorporated Goods

Where the Goods supplied by the Seller become incorporated into or attached to other goods before ownership has transferred:

ownership of the Seller's Goods shall remain with the Seller where reasonably identifiable; and the Buyer shall hold any resulting product, proceeds or insurance payments on trust for the Seller to the extent of the unpaid purchase price.

6.10 Insurance

Until ownership passes, the Buyer shall maintain appropriate insurance covering the Goods for their full replacement value against all normal commercial risks.

The Buyer shall provide evidence of such insurance upon reasonable request.

6.11 Exported Goods

Where Goods are exported before ownership transfers:

the Seller's Retention of Title rights shall continue to apply to the fullest extent permitted by applicable law;

the Buyer shall cooperate with any reasonable request made by the Seller to protect those rights.

6.12 No Limitation of Other Rights

The Seller's rights under this Clause are in addition to, and shall not limit, any other contractual or statutory rights available to the Seller.

Exercise of any right under this Clause shall not prevent the Seller from pursuing any other remedy available in law.

6.13 Survival

The provisions of this Clause shall survive:

completion of the Contract; termination of the Contract; cancellation of the Contract; and payment disputes, until ownership has passed to the Buyer or all Goods have been recovered by the Seller.

7. Inspection, Testing and Acceptance

7.1 General

The Seller shall inspect and, where applicable, test the Goods prior to dispatch using procedures appropriate to the nature of the Goods and the Contract.

Unless otherwise agreed in writing, testing shall be carried out in accordance with the Seller's standard quality control procedures.

7.2 Standard Inspection

Unless otherwise specified, all Goods shall undergo inspection appropriate to the manufacturing process, which may include:

Dimensional inspection

Visual inspection

Functional testing

Assembly verification

Quality control checks

Workmanship inspection

The Seller reserves the right to determine the level of inspection appropriate for each product.

7.3 Bespoke Engineering Products

For bespoke workholding solutions, fixtures, tooling and engineered assemblies, inspection may include:

Dimensional verification

Component fit checks

Assembly verification

Operational testing

Clamp operation testing

Pneumatic or hydraulic leak testing (where applicable)

Mechanical movement checks

Functional validation

Testing shall be performed in accordance with the agreed Specification where applicable.

7.4 Customer Witness Testing

Where the Buyer requests witness testing or Factory Acceptance Testing ("FAT"), this must be agreed in writing before manufacture commences.

Unless otherwise agreed, the Seller reserves the right to charge additional costs for:

preparation; engineering time; testing; administration; repeat testing requested by the Buyer; and delays caused by postponed witness testing.

7.5 Factory Acceptance Testing (FAT)

Where FAT forms part of the Contract:

- a) the Seller shall notify the Buyer when the Goods are ready for testing;
- b) the Buyer shall attend the agreed testing date or nominate an authorised representative;
- c) failure to attend shall not delay dispatch unless otherwise agreed in writing.

If the Buyer fails to attend the agreed FAT date, the Seller may:

carry out testing in the Buyer's absence; issue a Factory Acceptance Report; deem the Goods accepted; and invoice the Contract in accordance with the agreed payment terms.

7.6 Inspection Documentation

Where agreed in writing before order acceptance, the Seller may provide:

Inspection Reports

Dimensional Reports

Certificates of Conformity

Material Certificates

Heat Treatment Certificates

Calibration Certificates

First Article Inspection Reports (FAIR)

CMM Reports

Test Certificates

Additional certification requested after order acceptance may incur additional charges.

7.7 CMM Inspection

Where Coordinate Measuring Machine (CMM) inspection is specified by the Buyer, inspection shall be carried out only where:

clearly identified within the Purchase Order; or

stated within the agreed Specification.

The Seller reserves the right to charge separately for CMM inspection where it falls outside standard quality procedures.

7.8 Third-Party Products

Goods manufactured by third-party manufacturers shall be deemed inspected where supplied in accordance with the manufacturer's quality management procedures.

The Seller shall not be required to repeat testing already carried out by the original manufacturer unless specifically agreed in writing.

7.9 Acceptance of Goods

The Buyer shall inspect the Goods as soon as reasonably practicable following delivery.

Unless written notice is received in accordance with Clause 7.10, the Goods shall be deemed accepted.

Acceptance shall also occur where the Buyer:

installs the Goods; places the Goods into service; modifies the Goods; incorporates the Goods into another product; or resells the Goods.

7.10 Notification of Defects

The Buyer shall notify the Seller in writing of any alleged defect:

within 7 calendar days of delivery where the defect is reasonably discoverable upon inspection; or within 7 calendar days of discovery where the defect is latent and could not reasonably have been identified during normal inspection.

The notification shall include:

Sales Order number; Product description; Quantity affected; Full description of the alleged defect; Supporting photographs where appropriate.

7.11 Return of Goods

Goods shall not be returned without the Seller's prior written authorisation.

Where requested by the Seller, Goods shall be returned:

suitably packaged; carriage paid unless otherwise agreed; and accompanied by the Seller's Returns Authorisation Number.

Unauthorised returns may be refused.

7.12 Examination of Returned Goods

Upon receipt of returned Goods, the Seller shall examine the Goods and determine whether:

the Goods comply with the Contract; the defect falls within warranty; the defect results from misuse, wear or damage after delivery.

The Seller's decision shall be based upon reasonable engineering assessment.

7.13 No Liability for Customer Damage

The Seller shall not be responsible for defects arising from:

incorrect installation; misuse; accidental damage; neglect; inadequate maintenance; unauthorised modification; operation outside design limits; normal wear and tear; improper storage; or use contrary to the Seller's instructions.

7.14 Repairs and Replacement

Where the Seller accepts responsibility for defective Goods, the Seller may, at its sole discretion:

repair the Goods; replace the Goods; replace defective components; re-perform the Services; or refund the purchase price of the defective Goods.

These remedies shall constitute the Buyer's exclusive remedies for defective Goods.

7.15 Quality Management

The Seller operates quality management procedures appropriate to its business and is committed to supplying Goods and Services that meet agreed customer requirements.

Inspection procedures may be amended from time to time to reflect improvements in manufacturing, inspection technology and customer requirements.

7.16 CE, UKCA and Regulatory Compliance

Where Goods are required to comply with applicable legislation or carry CE or UKCA marking, the Seller shall provide such conformity only where:

expressly stated within the Contract; or required by applicable legislation.

Unless expressly agreed, the Buyer remains responsible for ensuring the complete machine or installation complies with all applicable legislation after integration into its final application.

7.17 Final Acceptance

Completion of any of the following shall constitute final acceptance of the Goods:

successful completion of Factory Acceptance Testing;

delivery and use by the Buyer; expiry of the notification periods contained within this Clause without written complaint; installation into production; resale or incorporation into another product.

Following final acceptance, the Contract shall continue only in respect of the warranty provisions contained within Clause 12.

8. Confidentiality and Data Protection

8.1 Confidential Information

Each party agrees to keep confidential all Confidential Information obtained from the other party in connection with the Contract.

Confidential Information includes, but is not limited to:

engineering drawings; CAD models; technical specifications; manufacturing methods; quotations; pricing information; commercial proposals; business processes; product designs; fixture concepts; software; source files; customer information; supplier information; trade secrets; and any information clearly identified as confidential.

8.2 Obligations of Confidentiality

Neither party shall, without the prior written consent of the other:

disclose Confidential Information to any third party; copy or reproduce Confidential Information except where necessary for the performance of the Contract; use Confidential Information for any purpose other than fulfilling the Contract; or permit unauthorised access to Confidential Information.

Both parties shall take all reasonable steps to safeguard Confidential Information against unauthorised access, disclosure or misuse.

8.3 Permitted Disclosure

The obligations contained within this Clause shall not apply where disclosure is required:

by law; by any court of competent jurisdiction; by a government authority; by a regulatory authority; by a professional adviser under a duty of confidentiality; or with the prior written consent of the other party.

Where legally permitted, the disclosing party shall notify the other party before making such disclosure.

8.4 Exclusions

Confidential Information shall not include information which:

is already in the public domain through no fault of the receiving party; was lawfully known to the receiving party before disclosure; is independently developed without reference to the Confidential Information; or is lawfully received from another source without restriction.

8.5 Intellectual Property

All drawings, designs, CAD files, engineering calculations, technical documentation, manufacturing methods and other Intellectual Property created by the Seller shall remain the exclusive property of Workholding Solutions UK Ltd unless otherwise agreed in writing.

Nothing within the Contract shall transfer ownership of any Intellectual Property Rights to the Buyer.

8.6 Use of Technical Documentation

The Buyer may use technical documentation supplied by the Seller solely for:

installation; operation; maintenance; and servicing of the Goods supplied under the Contract.

The Buyer shall not:

reproduce; distribute; modify; reverse engineer; publish; or provide such documentation to any third party without the Seller's prior written consent.

8.7 Return or Destruction of Information

Upon written request by the Seller, or upon termination of the Contract, the Buyer shall promptly:

return all confidential documents; permanently delete electronic copies where reasonably practicable; or confirm in writing that such information has been securely destroyed.

This requirement shall not apply where retention is required by law or for legitimate accounting or regulatory purposes.

8.8 Data Protection

Both parties shall comply with all applicable UK data protection legislation, including but not limited to:

the UK General Data Protection Regulation (UK GDPR);

the Data Protection Act 2018; and

any legislation replacing or amending those laws.

Workholding Solutions UK Ltd is committed to protecting personal data and processing such information lawfully, fairly and securely.

8.9 Processing of Personal Data

The Seller shall process personal data only where necessary for legitimate business purposes, including:

quotation preparation; order processing; delivery; invoicing; payment collection; customer support; warranty administration; supplier management; and compliance with legal obligations.

The Seller shall implement appropriate technical and organisational measures to safeguard personal data.

8.10 Marketing Communications

The Seller may contact existing business customers regarding products, services and industry updates where permitted by applicable law.

Recipients may opt out of receiving marketing communications at any time.

The Seller shall not sell or disclose personal information to third parties for marketing purposes.

8.11 Third-Party Processors

The Seller may use trusted third-party service providers to assist with:

courier services; payment processing; website hosting; IT support; cloud storage; RM systems; accounting software; and email communications.

Where personal data is processed by third parties, the Seller shall ensure that appropriate contractual safeguards are in place.

8.12 Cyber Security

The Seller maintains appropriate technical and organisational measures designed to protect its systems and business information against unauthorised access, cyber threats and data loss.

Neither party shall knowingly introduce malware, viruses or malicious software into the other's systems.

8.13 Publicity

Unless otherwise agreed in writing, neither party shall use the other's:

company name; logo; trademarks; photographs; project details; or marketing material for advertising or promotional purposes without prior written consent.

However, the Seller may include anonymised references to completed projects within its portfolio unless the Buyer has expressly requested confidentiality in writing.

8.14 Survival

The obligations contained within this Clause shall survive completion, termination or expiry of the Contract for a period of five (5) years, except where applicable law requires a longer period.

9. Intellectual Property Rights

9.1 Ownership of Intellectual Property

Unless expressly agreed otherwise in writing, all Intellectual Property Rights created, developed or owned by the Seller shall remain the exclusive property of Workholding Solutions UK Ltd.

This includes, but is not limited to:

Engineering drawings

CAD models

2D and 3D designs

Fixture concepts

Workholding designs

Tooling concepts

Hydraulic and pneumatic circuit designs

Manufacturing methods

CNC programs

CAM programming

Software

Technical calculations

Product developments
Technical documentation
Assembly instructions
Inspection methods
Manufacturing know-how
Trade secrets

No Intellectual Property Rights shall transfer to the Buyer unless expressly assigned in writing by the Seller.

9.2 Seller Background Intellectual Property

All Intellectual Property owned by the Seller before commencement of the Contract shall remain the sole property of the Seller.

The Buyer acquires no ownership rights in: existing fixture designs; standard engineering concepts; manufacturing processes; standard CAD libraries; proprietary tooling methods; engineering templates; software; or technical know-how used by the Seller in performing the Contract.

9.3 Buyer Intellectual Property

Any drawings, specifications, trademarks, logos, CAD models or other Intellectual Property supplied by the Buyer shall remain the property of the Buyer.

The Buyer grants the Seller a non-exclusive licence to use such Intellectual Property solely for the purposes of: quotation; engineering; manufacture; procurement; inspection; testing; delivery; and performance of the Contract.

The licence shall automatically terminate upon completion of the Contract unless otherwise required by law.

9.4 Warranty of Ownership

The Buyer warrants that any drawings, specifications, software, trademarks, models or other information supplied to the Seller:

are owned by the Buyer; or are supplied with the permission of the lawful owner.

The Buyer shall indemnify the Seller against any claim arising from infringement of any third-party Intellectual Property Rights resulting from information supplied by the Buyer.

9.5 Bespoke Design Projects

Where the Seller designs bespoke workholding solutions, fixtures, tooling or engineering systems specifically for the Buyer:

- a) ownership of the physical Goods shall transfer in accordance with Clause 6;
- b) ownership of all associated Intellectual Property shall remain with the Seller unless expressly assigned by written agreement;
- c) the Buyer shall receive a licence to use the Goods for its own internal business purposes.

9.6 Licence to Use

Subject to full payment of all invoices, the Seller grants the Buyer a non-exclusive, non-transferable and non-sublicensable licence to use the Goods and associated documentation solely for:

operating the Goods; maintaining the Goods; servicing the Goods; and internal production purposes.

The licence does not permit:

copying designs; manufacturing duplicate fixtures; reverse engineering; commercial resale of designs; licensing designs to third parties; or reproducing engineering documentation.

9.7 Reverse Engineering

The Buyer shall not, without the Seller's prior written consent:

reverse engineer; copy; replicate; dismantle for design purposes; manufacture similar products using the Seller's engineering concepts; or engage any third party to reproduce the Seller's proprietary designs.

This restriction shall not prevent maintenance or repair carried out in the ordinary course of business.

9.8 Copyright

All documents produced by the Seller, including but not limited to:

quotations; engineering reports; manuals; brochures; drawings; inspection reports; calculations; CAD files; and digital documentation, are protected by copyright.

No document may be reproduced, published or distributed without the Seller's prior written consent except where required for the operation and maintenance of the Goods.

9.9 CAD Files and Source Data

Unless expressly included within the Contract, the Seller shall have no obligation to provide:

native CAD files; editable drawings; CAM programming; CNC source code; engineering calculations; simulation files; source software; or proprietary manufacturing data.

Where such information is supplied, it shall remain subject to the licence granted under Clause 9.6.

9.10 Improvements and Modifications

Any improvements, modifications or developments made by the Seller during the performance of the Contract shall remain the Intellectual Property of the Seller unless otherwise agreed in writing.

Nothing shall prevent the Seller from applying knowledge, skills or experience gained during the Contract to future projects, provided that no Confidential Information belonging to the Buyer is disclosed.

9.11 Third-Party Intellectual Property

Where the Seller supplies Goods manufactured by third parties, all Intellectual Property Rights relating to those Goods shall remain the property of the original manufacturer.

Nothing within these Conditions shall grant the Buyer any additional rights beyond those granted by the manufacturer.

9.12 Branding and Trade Marks

The Buyer shall not use:

the Seller's name; trading style; logo; trademarks; branding; product photography; or marketing material without the Seller's prior written consent.

This restriction also applies to any branding belonging to manufacturers or distribution partners represented by the Seller.

9.13 Infringement Claims

If any claim is made alleging that Goods supplied by the Seller infringe the Intellectual Property Rights of a third party, the Buyer shall:

notify the Seller immediately in writing; not admit liability; not enter into any settlement without the Seller's written consent; provide all reasonable assistance requested by the Seller.

The Seller may, at its sole discretion:

defend the claim; negotiate settlement; replace the Goods; modify the Goods to avoid infringement; or refund the purchase price.

9.14 Survival

The provisions of this Clause shall survive completion, termination or expiry of the Contract and shall remain binding for so long as the relevant Intellectual Property Rights subsist.

10. Force Majeure

10.1 Definition

For the purposes of these Conditions, a Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party which prevents, delays or hinders the performance of its contractual obligations.

Force Majeure Events include, but are not limited to:

Acts of God; Flood, storm, earthquake or other natural disasters; Fire or explosion; War, invasion, armed conflict or terrorist activity; Civil unrest, riot or public disorder; Industrial disputes or strikes; Government action, legislation or restrictions; Import or export restrictions; Trade sanctions; Epidemic or pandemic; National or regional emergencies; Failure of public utilities; Cyber attacks affecting critical infrastructure; Failure of telecommunications networks; Transport disruption; Shipping delays; Port closures; Customs delays; Shortage of raw materials; Energy shortages; Failure of suppliers or subcontractors due to any Force Majeure Event; and any other event beyond the reasonable control of the affected party.

10.2 Suspension of Obligations

Neither party shall be liable for any delay in performing, or failure to perform, any obligation under the Contract where such delay or failure results directly from a Force Majeure Event.

Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event.

10.3 Notification

The affected party shall notify the other party as soon as reasonably practicable after becoming aware of the Force Majeure Event.

Such notification shall include, where reasonably possible: the nature of the Force Majeure Event; the obligations affected; the anticipated duration of the disruption; and the steps being taken to minimise its effects.

Failure to provide immediate notice shall not invalidate reliance upon this Clause where circumstances reasonably prevented earlier notification.

10.4 Duty to Mitigate

The affected party shall use all reasonable commercial endeavours to:

minimise the effects of the Force Majeure Event; continue performance where reasonably possible; source alternative suppliers where commercially viable; resume full performance as soon as reasonably practicable.

Neither party shall be required to incur unreasonable expense or commercial disadvantage in attempting to overcome a Force Majeure Event.

10.5 Delivery and Lead Times

Where a Force Majeure Event affects manufacturing, procurement or delivery, any quoted delivery dates or lead times shall automatically be extended by a reasonable period reflecting the duration and consequences of the Force Majeure Event.

The Seller shall not be liable for any resulting delay.

10.6 Supplier Disruption

The Seller shall not be responsible for delays caused by:

third-party manufacturers; overseas suppliers; logistics providers; freight companies; customs authorities; or shipping agents, where such delays arise from circumstances beyond the Seller's reasonable control.

The Seller shall use reasonable endeavours to keep the Buyer informed of any significant delays.

10.7 Material Shortages

Where shortages of raw materials, manufactured components or specialist products occur as a result of a Force Majeure Event, the Seller may:

revise delivery schedules; supply equivalent products where technically suitable; amend manufacturing methods where appropriate; or suspend manufacture until materials become available.

Any proposed substitute shall not materially reduce the intended functionality of the Goods.

10.8 Price Adjustments

Where a Force Majeure Event results in substantial increases in:

material costs; freight charges; import duties; customs charges; energy costs; labour costs; or supplier pricing,
the Seller reserves the right to revise the Contract Price in accordance with Clause 4.

The Seller shall provide reasonable notice of any such adjustment.

10.9 Prolonged Force Majeure

Where a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the affected Contract by giving not less than 14 days' written notice to the other party.

Termination under this Clause shall not affect:

any rights accrued prior to termination; payment for Goods already supplied; payment for Services already performed; payment for work in progress; reimbursement of materials purchased specifically for the Contract; or any provisions intended to survive termination.

10.10 No Liability

Neither party shall be liable to the other for:

loss of profit; loss of production; loss of business; consequential loss; indirect loss; or additional costs, arising solely from delays or failures caused by a Force Majeure Event.

10.11 Existing Payment Obligations

Nothing within this Clause shall relieve the Buyer from the obligation to pay invoices that became due before the commencement of the Force Majeure Event.

Likewise, any undisputed sums due for Goods delivered or Services completed prior to the Force Majeure Event shall remain payable in accordance with the agreed payment terms.

10.12 Preservation of Rights

The rights contained within this Clause are without prejudice to any other rights or remedies available under the Contract or at law.

11. Warranties and Product Warranty

11.1 Seller's Warranty

Subject to the terms of this Clause, Workholding Solutions UK Ltd warrants that the Goods and Services supplied under the Contract shall:

- a) conform in all material respects with the agreed Specification;
- b) be manufactured or supplied using reasonable skill, care and workmanship;
- c) be free from material defects in workmanship at the time of delivery; and
- d) where applicable, be installed or commissioned with reasonable skill and care.

11.2 Warranty Period

Unless otherwise agreed in writing, the following warranty periods shall apply:

Product or Service	Warranty Period
Standard Products	12 months from delivery
Bespoke Fixtures & Workholding Solutions	12 months from commissioning or delivery (whichever occurs first)
Repairs & Refurbishments	6 months
Installation Services	6 months
Engineering Design Services	6 months from completion

The warranty period shall commence on the date of delivery unless commissioning is included within the Contract.

11.3 Third-Party Manufactured Products

Where the Seller supplies Goods manufactured by third parties, including products supplied through authorised distribution agreements, the warranty applicable to those Goods shall be:

the manufacturer's warranty where provided; or the Seller's warranty under Clause 11.2, whichever provides the Buyer with the greater benefit, unless otherwise stated in writing.

The Seller shall use reasonable endeavours to assist the Buyer in administering warranty claims with the original manufacturer.

11.4 Scope of Warranty

During the applicable warranty period the Seller shall, at its sole discretion:

repair the defective Goods; replace defective Goods; replace defective components; re-perform defective Services; or refund the purchase price of the defective Goods.

The Seller's decision regarding the appropriate remedy shall be final.

11.5 Warranty Claims

To make a warranty claim the Buyer shall:

- a) notify the Seller in writing without undue delay after discovering the defect;
- b) provide:

Sales Order number; Invoice number; Product identification; Serial number (where applicable); Description of the defect; Photographs where reasonably available;

- c) cease using the Goods where continued use may cause additional damage.

The Seller reserves the right to inspect the Goods before authorising repair or replacement.

11.6 Return of Goods

Where requested by the Seller, defective Goods shall be returned to the Seller's premises.

Unless otherwise agreed:

Goods shall be securely packaged; transportation shall be arranged in accordance with the Seller's instructions; returned Goods shall remain the property of the Seller if replaced under warranty.

Unauthorised returns may be refused.

11.7 Repairs by Others

The warranty shall become void if:

repairs are carried out by anyone other than the Seller or an authorised service provider; replacement parts not approved by the Seller are fitted; modifications are made without written approval.

This restriction shall not apply to routine maintenance carried out in accordance with the Seller's operating instructions.

11.8 Warranty Exclusions

The warranty does not cover defects resulting from:

normal wear and tear; accidental damage; misuse; abuse; negligence; improper storage; corrosion caused by the operating environment; inadequate maintenance; overloading; incorrect installation by others; incorrect alignment; failure to follow operating instructions; unauthorised modification; use outside the designed operating parameters; damage caused by third-party equipment; power supply issues; contamination; consumable components; or cosmetic deterioration that does not affect performance.

11.9 Customer-Supplied Components

No warranty is provided for:

customer-supplied materials; customer-owned tooling; components specified by the Buyer; designs supplied by the Buyer.

The Seller shall only warrant its own workmanship in incorporating such items.

11.10 Maintenance Requirements

The warranty is conditional upon the Buyer carrying out reasonable maintenance in accordance with:

the Seller's instructions; manufacturer's recommendations; accepted engineering practice.

Failure to maintain the Goods appropriately may invalidate the warranty.

11.11 Replacement Parts

Replacement parts supplied under warranty shall benefit from the remainder of the original warranty period or six (6) months, whichever is the longer.

11.12 Consequential Costs

Unless otherwise agreed in writing, the warranty does not include:

removal costs; reinstallation costs; travel expenses; production downtime; loss of profit; loss of contracts; hire of replacement equipment; overtime costs; or any indirect or consequential losses.

11.13 Inspection Rights

The Seller reserves the right to inspect the Goods:

at the Buyer's premises; remotely where appropriate; following return to the Seller's premises.

No warranty work shall commence until the Seller has had a reasonable opportunity to investigate the reported defect.

11.14 No Other Warranties

Except as expressly stated within these Conditions, and to the fullest extent permitted by law:

all implied warranties; implied conditions; implied terms relating to satisfactory quality; implied terms relating to fitness for a particular purpose; and any other implied obligations are excluded.

Nothing in this Clause shall exclude rights that cannot legally be excluded under applicable law.

11.15 Limitation of Remedy

The remedies contained within this Clause constitute the Buyer's exclusive remedies for defective Goods or Services.

The Seller shall not be liable for any additional losses except as expressly provided elsewhere within these Conditions.

11.16 Survival

The provisions of this Clause shall continue to apply to all valid warranty claims notified before expiry of the applicable warranty period, notwithstanding completion or termination of the Contract.

12. Limitation of Liability

12.1 General

Nothing in these Terms and Conditions shall exclude or limit the Seller's liability where such exclusion or limitation would be unlawful.

Subject to Clause 12.2, the Seller's total liability arising under or in connection with the Contract shall be limited in accordance with this Clause.

12.2 Liability Which Cannot Be Excluded

Nothing in these Conditions shall exclude or limit the Seller's liability for:

a) death or personal injury caused by the Seller's negligence;

- b) fraud or fraudulent misrepresentation;
- c) breach of any obligation that cannot lawfully be excluded or limited under English law; or
- d) any liability arising under applicable consumer protection legislation where such rights cannot legally be excluded.

12.3 Public and Product Liability Insurance

The Seller maintains Public Liability Insurance and Product Liability Insurance with a combined indemnity limit of not less than £1,000,000 for any one occurrence.

Evidence of such insurance may be provided upon reasonable written request.

The maintenance of such insurance shall not be interpreted as an admission or acceptance of liability beyond that expressly stated within these Conditions.

12.4 Maximum Financial Liability

Subject to Clause 12.2, the Seller's aggregate liability arising out of or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the lower of:

£1,000,000; or the total amount paid by the Buyer under the relevant Contract giving rise to the claim.

This limit shall apply to all claims arising from the same event or series of connected events.

12.5 Excluded Losses

To the fullest extent permitted by law, the Seller shall not be liable for any of the following losses, whether direct or indirect:

loss of profit; loss of revenue; loss of production; loss of anticipated savings; loss of business opportunity; loss of contracts; loss of goodwill; business interruption; downtime; increased operating costs; wasted management time; loss of data; corruption of data; consequential loss; or indirect loss.

This exclusion applies regardless of whether such losses were foreseeable.

12.6 Suitability of Goods

The Buyer is solely responsible for ensuring that the Goods supplied are suitable for their intended application.

Where Goods are supplied in accordance with the Buyer's drawings, specifications or instructions, the Seller accepts no responsibility for the suitability of the design or its intended use.

12.7 Engineering Advice

Any technical advice, recommendations or assistance provided by the Seller:

are given in good faith; are based upon information available at the time; and do not constitute a design approval or engineering certification unless expressly confirmed in writing.

The Buyer remains responsible for verifying the suitability of the Goods for their intended application.

12.8 Third-Party Products

Where Goods are manufactured by third parties, the Seller's liability shall be limited to the remedies available under:

the applicable manufacturer's warranty; and

these Terms and Conditions.

The Seller shall not be liable for defects arising solely from the manufacturing processes of third-party manufacturers beyond the obligations contained within the applicable warranty.

12.9 Installation by Others

The Seller accepts no liability for defects, failures or damage resulting from:

incorrect installation; incorrect commissioning; poor alignment; unsuitable foundations; inadequate maintenance; incorrect electrical connections; incorrect hydraulic or pneumatic connections; or any installation undertaken by persons other than the Seller or its authorised representatives.

12.10 Buyer Responsibility

The Buyer shall ensure that:

appropriate risk assessments are carried out before use; suitable guarding and safety systems are installed where required; operators are appropriately trained; routine inspections are undertaken; maintenance schedules are followed; and all applicable legislation relating to health and safety is complied with.

The Seller shall not be liable for losses arising from the Buyer's failure to comply with these obligations.

12.11 Duty to Mitigate

The Buyer shall take all reasonable steps to minimise any loss arising from any alleged breach of Contract or defect in the Goods or Services.

The Seller shall not be liable for losses that could reasonably have been avoided had appropriate mitigation measures been taken.

12.12 Defective Goods

Where defective Goods are identified, the Buyer shall cease using those Goods if continued use could reasonably be expected to:

worsen the defect; cause further damage; create a safety risk; or increase the cost of repair.

Failure to do so may invalidate any claim under the warranty.

12.13 Time Limit for Claims

No claim shall be brought against the Seller unless:

- a) written notice of the claim is provided within the applicable warranty period; and
- b) legal proceedings are commenced within twelve (12) months of the date on which the cause of action arose.

Nothing in this Clause shall affect any statutory limitation period that cannot lawfully be excluded.

12.14 Aggregate Liability

Multiple claims arising from the same event, defect or series of related events shall be treated as a single claim for the purposes of applying the liability limits contained within this Clause.

12.15 No Double Recovery

The Buyer shall not be entitled to recover compensation more than once for the same loss, regardless of the legal basis upon which the claim is made.

12.16 Survival

The provisions of this Clause shall survive completion, termination or expiry of the Contract.

13. Termination**13.1 Right to Terminate**

Without prejudice to any other rights or remedies available, either party may terminate the Contract in accordance with this Clause.

Termination shall not affect any rights or obligations that have accrued prior to the date of termination.

13.2 Termination by the Seller

The Seller may terminate the Contract immediately by giving written notice to the Buyer if the Buyer:

- a) commits a material breach of the Contract and, where that breach is capable of remedy, fails to remedy it within 14 days of receiving written notice;
- b) fails to pay any amount due under the Contract by the due date;
- c) repeatedly breaches the Contract in a manner that reasonably demonstrates an intention not to comply with its obligations;

- d) provides false or misleading information in connection with the Contract;
- e) refuses to accept delivery of the Goods without lawful justification; or
- f) becomes subject to any of the insolvency events described in Clause 13.4.

13.3 Suspension Prior to Termination

Before exercising its right to terminate, the Seller may, at its sole discretion:

suspend manufacture; suspend engineering work; suspend deliveries; place orders on hold; withdraw credit facilities; require payment in advance; or suspend access to support services, until the relevant breach has been remedied.

Such suspension shall not constitute a breach of Contract by the Seller.

13.4 Insolvency Events

The Seller may terminate the Contract immediately if the Buyer:

enters liquidation; enters administration; has a receiver, administrator or administrative receiver appointed; proposes or enters into a Company Voluntary Arrangement (CVA); becomes bankrupt; ceases or threatens to cease trading; is unable to pay its debts as they fall due; has any creditor take enforcement action against its assets; or experiences any similar insolvency event in any jurisdiction.

13.5 Termination by the Buyer

The Buyer may terminate the Contract only where the Seller:

- a) commits a material breach of the Contract;
- b) fails to remedy that breach within 30 days after receiving written notice; and
- c) such breach substantially deprives the Buyer of the benefit of the Contract.

The Buyer may not terminate solely because of reasonable delays caused by Force Majeure or events outside the Seller's reasonable control.

13.6 Buyer Cancellation

Once a Purchase Order has been accepted, the Buyer may not cancel the Contract without the Seller's prior written agreement.

Where cancellation is accepted, the Seller shall be entitled to recover all reasonable costs incurred up to the date of cancellation, including but not limited to:

engineering and design time; project management; administration; purchased materials; imported products; subcontract costs; manufacturing costs; inspection and testing; storage; packaging; transportation costs already incurred; and a reasonable allowance for overheads and loss of profit.

Any deposit paid shall be applied against these costs and shall only be refunded to the extent that it exceeds the Seller's losses.

13.7 Outstanding Payments

Termination shall not affect the Buyer's obligation to pay for:

Goods delivered; Services performed; work in progress; materials purchased specifically for the Contract; storage charges; cancellation charges; and any other sums properly due under the Contract.

All outstanding invoices shall become immediately due and payable upon termination.

13.8 Return of Seller Property

Upon termination, the Buyer shall immediately return, or permit the Seller to recover:

confidential information; engineering drawings; CAD files; manuals; prototypes; loan equipment; tooling loaned by the Seller; demonstration equipment; and any Goods that remain the property of the Seller under Clause 6.

The Buyer shall not retain copies except where required by law.

13.9 Retention of Title

Termination shall not affect the Seller's rights under Clause 6 (Risk, Ownership and Retention of Title). Where ownership has not transferred to the Buyer, the Seller may recover the Goods in accordance with that Clause.

13.10 Survival of Clauses

The following Clauses shall survive termination of the Contract:

Confidentiality

Data Protection

Intellectual Property Rights

Warranties

Limitation of Liability

Retention of Title

Payment obligations

Governing Law

Dispute Resolution

Any provision intended to survive termination by its nature.

13.11 No Waiver

Termination of the Contract shall not operate as a waiver of any right or remedy accrued before the date of termination.

Neither party shall be prevented from pursuing any claim arising before termination.

13.12 Force Majeure Termination

Where the Contract is terminated under Clause 10 (Force Majeure), the Buyer shall remain liable for:

all Goods supplied; Services completed; work in progress; specially ordered materials; imported products procured specifically for the Buyer; and any other reasonable costs incurred before termination.

13.13 Seller's Continuing Rights

Termination shall not prejudice any right of the Seller to recover:

unpaid invoices; interest; debt recovery costs; legal costs where recoverable; damages; or any other remedy available under the Contract or at law.

14. General Provisions**14.1 Entire Agreement**

These Terms and Conditions, together with the Seller's Quotation, Sales Order Acknowledgement and any documents expressly incorporated into the Contract, constitute the entire agreement between the Seller and the Buyer.

They supersede all prior negotiations, discussions, correspondence, representations and agreements relating to the Goods and Services.

The Buyer acknowledges that it has not relied upon any representation or statement that is not expressly incorporated within the Contract.

14.2 Variations

No amendment, modification or variation of the Contract shall be valid unless agreed in writing and signed, or otherwise authorised by electronic communication, by both parties.

14.3 Waiver

No delay or failure by either party in exercising any right or remedy under the Contract shall constitute a waiver of that right or remedy.

Any waiver shall only be effective if given expressly in writing and shall apply only to the specific matter to which it relates.

14.4 Severability

If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable.

If modification is not possible, the relevant provision shall be deemed deleted.

The remaining provisions shall continue in full force and effect.

14.5 Assignment

The Buyer shall not assign, transfer, subcontract, charge or otherwise dispose of any of its rights or obligations under the Contract without the Seller's prior written consent.

The Seller may assign, transfer, subcontract or novate any of its rights or obligations where reasonably necessary for the performance of the Contract.

14.6 Subcontracting

The Seller reserves the right to subcontract any part of the manufacture, procurement, inspection, installation or Services to appropriately qualified third parties.

The Seller shall remain responsible for the performance of any subcontracted obligations.

14.7 Notices

Any notice required under the Contract shall be in writing and shall be deemed properly served if delivered:

by hand;

by Royal Mail First Class post;

by recognised courier service; or

by email to the address last notified by the receiving party.

Unless evidence to the contrary is provided:

hand delivery shall be deemed received on the day of delivery;

postal notices shall be deemed received two (2) Business Days after posting;

courier deliveries shall be deemed received on the date confirmed by the courier;

email shall be deemed received on the Business Day on which it is transmitted, provided no delivery failure notification is received.

14.8 Electronic Communications

The parties agree that quotations, purchase orders, drawing approvals, design approvals, invoices and other contractual communications transmitted electronically shall have the same legal effect as original paper documents.

Electronic records may be relied upon as evidence of the parties' agreement.

14.9 Anti-Bribery and Corruption

Each party shall comply with all applicable anti-bribery and anti-corruption legislation, including the UK Bribery Act 2010.

Neither party shall offer, request or accept any improper financial or other advantage in connection with the Contract.

Any breach of this Clause shall constitute a material breach entitling the innocent party to terminate the Contract immediately.

14.10 Modern Slavery

The Seller is committed to conducting business ethically and expects its suppliers and business partners to comply with all applicable legislation relating to modern slavery and human trafficking.

The Buyer shall not knowingly engage in practices that would place the Seller in breach of applicable legislation.

14.11 Export Control and Trade Compliance

Where Goods are supplied internationally, both parties shall comply with all applicable:

export control laws;

customs regulations;

sanctions legislation;

import licensing requirements; and

trade compliance regulations.

The Buyer shall obtain any licences required for the import or onward export of the Goods unless otherwise agreed in writing.

14.12 Compliance with Laws

Each party shall comply with all applicable laws, regulations, codes of practice and industry standards relevant to the performance of the Contract.

The Buyer remains responsible for ensuring that the Goods are used in compliance with all applicable health, safety and environmental legislation.

14.13 Relationship of the Parties

Nothing contained within the Contract shall create or be deemed to create:

a partnership;

a joint venture;

an agency relationship; or

an employment relationship

between the parties.

Neither party shall have authority to bind the other except where expressly authorised in writing.

14.14 Third Party Rights

A person who is not a party to the Contract shall have no right to enforce any provision of these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise.

14.15 Dispute Resolution

The parties shall use reasonable endeavours to resolve any dispute arising under the Contract through good faith negotiations.

If the dispute cannot be resolved by negotiation within 30 days, either party may refer the matter to mediation before commencing court proceedings, unless urgent injunctive relief is required.

Nothing in this Clause shall prevent either party from commencing legal proceedings where necessary to protect its rights.

14.16 Governing Law

The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

14.17 Jurisdiction

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with the Contract.

14.18 Data Protection

Workholding Solutions UK Ltd is committed to protecting personal data and complying with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all other applicable UK data protection legislation.

Personal information shall only be processed where necessary for the performance of the Contract, compliance with legal obligations or the Seller's legitimate business interests.

14.19 Company Information - Seller

Workholding Solutions UK Ltd

Company Registration Number: 17164960 VAT Registration Number: GB 518287666

Registered Office: 47 Sheelin Crescent, Nuneaton, England, CV10 0HZ

Trading Address: Unit 6, Bermuda Innovation Centre, St Davids Way, Nuneaton, CV10 7SD

Website: www.workholdingsolutionuk.com Email: info@wsukltd.com Sales: sales@wsukltd.com

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