

B.A. Caulkett Ltd Terms and Conditions of Sale

Version: 1.0

Effective Date: 21st July 2026

These Terms and Conditions apply to all quotations, orders, sales and supplies of goods and services by **B.A. Caulkett Ltd**, registered in England and Wales (Company No. 02520447), whose registered office is:

15 Homefield Road, Haverhill, Suffolk, CB9 8QP

Telephone: 01440 706429 Website: www.bacaulkett.com Email: sales@bacaulkett.com

1: Definitions and Interpretation

1.1 Definitions: In these Terms and Conditions, unless the context otherwise requires, the following definitions apply.

Agreement: The legally binding contract between B.A. Caulkett Ltd ("the Supplier") and the Customer incorporating these Terms and Conditions together with any Quotation, Order Acknowledgement, Specification, Drawing or other written agreement issued by the Supplier.

Business Day: Any day excluding Saturdays, Sundays and public holidays in England when banks are open for normal business.

Customer: The individual, partnership, company, public authority or other legal entity purchasing Goods or Services from the Supplier.

Delivery Address: The address agreed by the Supplier for delivery of the Goods.

Goods: Any products supplied by the Supplier including but not limited to: Loading Shovel Buckets, High Tip Buckets, GP Buckets, Clamp Buckets, Grain Buckets, Sugar Beet Buckets, Telehandler Buckets, Pusher Blades, Pipe Grabs, Log Grabs, Muck Grabs, Pallet Forks, Quick Hitch Brackets, Bespoke Fabricated Attachments, Hydraulic Attachments, Spare Parts, Replacement Components, Refurbished Equipment and any associated accessories or replacement parts.

Services: Any services supplied by the Supplier including but not limited to: Design, Engineering Consultancy, CAD Design, Manufacture, Fabrication, Refurbishment, Repair, Hydraulic Repairs, Welding, Machining, Line Boring, Installation (where agreed), Product Inspection, Product Servicing

Quotation: Any written quotation issued by the Supplier.

Order: The Customer's written acceptance of a quotation, purchase order, signed proposal, online order or written instruction to proceed.

Specification: Any agreed specification, engineering drawing, CAD model, design information, dimensions or technical documentation relating to the Goods.

Bespoke Goods: Goods manufactured specifically to the Customer's requirements or modified from standard products.

Working Drawings: Any CAD drawings, fabrication drawings, manufacturing drawings or approval drawings produced by the Supplier.

Intellectual Property: Includes all copyrights, patents, trademarks, registered designs, unregistered design rights, CAD models, engineering calculations, manufacturing methods, technical drawings, software, manuals and confidential know-how belonging to the Supplier.

Force Majeure Event: An event beyond the reasonable control of the Supplier including but not limited to: fire, flood, storm, epidemic, pandemic, war, terrorism, industrial action, shortage of steel, shortage of components, transport disruption, fuel shortages, cyber attack, ransomware, government restrictions, utility failure, supplier failure, extreme weather, acts of God, which prevents or delays performance of the Agreement.

Manufacturer's Limits: The published operating limits issued by the original machine manufacturer including but not limited to: Rated Operating Capacity (ROC), Safe Working Load (SWL), Tipping Load, Hydraulic Pressure, Hydraulic Flow, Lift Height, Breakout Force, Maximum Attachment Weight

1.2 Interpretation: Unless the context otherwise requires: headings are for convenience only and do not affect interpretation, words importing the singular include the plural and vice versa, references to one gender include all genders, references to legislation include any amendment or replacement legislation, references to writing include email and other agreed electronic communications, references to "including" or "includes" shall mean "including without limitation" and references to clauses are references to clauses within these Terms and Conditions.

1.3 Priority of Documents: Where documents conflict, the following order of precedence shall apply: 1. Order Acknowledgement issued by the Supplier, 2. Agreed Specification, 3. Approved Engineering Drawings, 4. Quotation, 5. These Terms and Conditions and 6. Customer Purchase Order.

Any Customer terms and conditions are expressly excluded unless specifically accepted in writing by a Director of the Supplier.

1.4 Entire Agreement: These Terms constitute the entire agreement between the parties. The Customer confirms that it has not relied upon any representation, statement or warranty not expressly contained within the Agreement. No verbal discussions, advice or recommendations shall form part of the Agreement unless subsequently confirmed in writing by the Supplier.

1.5 Business-to-Business Sales: Unless expressly stated otherwise, all Goods and Services supplied by the Supplier are intended for business customers operating within commercial, agricultural, construction, waste, recycling, ports, biomass, quarrying, forestry or industrial sectors.

Where the Customer acts as a consumer, nothing in these Terms seeks to exclude or restrict statutory rights that cannot lawfully be excluded.

1.6 Acceptance of Terms: By placing an Order with the Supplier, the Customer confirms that they: have read these Terms and Conditions, accept these Terms and Conditions in full, have authority to enter into the Agreement on behalf of the purchasing organisation and understand that these Terms shall apply to all future Orders unless otherwise agreed in writing.

2: Basis of Contract and Formation of the Agreement

2.1 Application of these Terms These Terms and Conditions apply to every quotation, order, contract, sale and supply of Goods and Services by B.A. Caulkett Ltd ("the Supplier") and shall govern the Agreement to the exclusion of all other terms and conditions. Any terms contained within the Customer's purchase order, standard purchasing conditions or other documentation shall not apply unless expressly agreed in writing by a Director of the Supplier. The Supplier's failure to object to any Customer terms shall not constitute acceptance of those terms.

2.2 Quotations: All quotations issued by the Supplier are: provided without obligation, subject to availability of materials and manufacturing capacity, based upon the information supplied by the Customer at the time of quotation, exclusive of VAT unless expressly stated otherwise and subject to these Terms and Conditions. Unless otherwise stated in writing, quotations remain valid for 30 calendar days from the date of issue. The Supplier reserves the right to withdraw or amend any quotation prior to acceptance.

2.3 Customer Information: The Customer is responsible for ensuring that all information provided to the Supplier is complete, accurate and suitable for the intended purpose. This includes, but is not limited to: machine manufacturer, machine model, machine serial number (where relevant), attachment bracket type, hydraulic flow (litres per minute), hydraulic operating pressure (bar), lifting capacity, rated operating capacity (ROC), tipping load, tyre specification, counterweight configuration, intended application, material to be handled, operating environment and any other technical information requested by the Supplier. The Supplier shall be entitled to rely entirely upon information supplied by the Customer when preparing quotations, designs and specifications.

2.4 Customer Responsibility for Suitability: The Customer is solely responsible for ensuring that the Goods ordered are suitable for their intended application unless the Supplier has expressly confirmed suitability in writing. The Supplier shall not be responsible for any loss arising from inaccurate, incomplete or misleading information supplied by the Customer.

2.5 Placing an Order: An Order may be placed by: signed quotation, purchase order, email confirmation, online order, written instruction, acceptance of an Order Acknowledgement, payment of a deposit, payment in full or any instruction authorising manufacture to commence. The Customer warrants that the individual placing the Order has authority to bind the purchasing organisation.

2.6 Acceptance of an Order: No Order shall become legally binding until accepted by the Supplier. Acceptance may occur by: issuing an Order Acknowledgement, issuing a Pro Forma Invoice, issuing a Sales Order Confirmation, requesting or receiving a deposit, commencing manufacture, commencing design work, dispatching the Goods or providing the Services. The Supplier reserves the absolute right to refuse any Order without providing a reason.

2.7 Order Acknowledgement: Where an Order Acknowledgement is issued, the Customer must review it carefully. The Customer shall notify the Supplier immediately of any errors or omissions. If no discrepancy is reported within two Business Days, the Order Acknowledgement shall be deemed accepted.

2.8 Electronic Communications: The parties agree that communications sent by: email, electronic document, secure customer portal or other agreed digital communication methods shall constitute written communication for the purposes of these Terms. Electronic acceptance shall have the same contractual effect as a handwritten signature.

2.9 Amendments to Orders: Once accepted by the Supplier, an Order may only be amended with the Supplier's written agreement. Where an amendment affects: design, manufacture, materials, dimensions, hydraulic specification, delivery, quantity, finish, paint colour, attachment type or engineering calculations. The Supplier reserves the right to revise: the purchase price, manufacturing programme, delivery date, transport costs and any other associated charges.

2.10 Cancellation of Orders: The Customer may request cancellation of an Order at any time before manufacture commences. The Supplier reserves the right to charge for all reasonable costs incurred up to the date of cancellation including: engineering time, CAD drawings, purchased materials, subcontract work, administrative costs, fabrication work completed, storage costs, transport bookings and any non-returnable components. Orders for Bespoke Goods cannot

normally be cancelled once manufacture has commenced. Where manufacture has started, the Customer shall remain liable for all costs incurred together with any loss of profit reasonably attributable to the cancelled Order.

2.11 Bespoke and Made-to-Order Products: Goods manufactured specifically for the Customer are produced exclusively for that Customer. Unless otherwise agreed in writing: bespoke Goods are non-returnable, deposits are non-refundable once manufacture commences, specially purchased materials remain chargeable and completed Goods remain payable even if delivery is postponed or cancelled by the Customer.

2.12 Customer Drawings and Specifications: Where the Supplier manufactures Goods using information supplied by the Customer, the Customer warrants that: all dimensions are accurate, all specifications are correct, all drawings are complete, all intellectual property rights have been obtained and manufacture will not infringe any third-party rights. The Customer shall indemnify the Supplier against all claims, losses, costs and expenses arising from reliance upon Customer-supplied drawings or specifications.

2.13 Engineering Tolerances: Unless otherwise agreed in writing, all manufactured Goods shall be produced in accordance with normal engineering tolerances applicable to heavy fabricated steel products. Minor dimensional variations which do not materially affect the performance, safety or intended use of the Goods shall not constitute a defect.

2.14 Continuous Product Improvement: The Supplier continually develops and improves its products. The Supplier reserves the right to introduce improvements to design, manufacture, materials or specification without prior notice, provided such changes do not materially reduce the performance or functionality of the Goods supplied.

2.15 Product Images and Marketing Material: Photographs, videos, CAD renderings, brochures, website illustrations and marketing literature are provided for general guidance only. Actual Goods may differ (won't constitute a breach of contract) due to: ongoing product development, optional equipment, manufacturing improvements, customer-specific modifications, paint finish variations or engineering updates.

2.16 Entire Agreement: The Agreement, together with any Specification, approved drawings and written Order Acknowledgement issued by the Supplier, constitutes the entire agreement between the parties. The Customer acknowledges that they have not relied upon any statement, representation or promise not expressly incorporated into the Agreement. No verbal advice, recommendation or opinion given by the Supplier shall form part of the Agreement unless subsequently confirmed in writing.

2.17 No Waiver: Failure by the Supplier to enforce any provision of these Terms shall not constitute a waiver of any right and shall not prevent the Supplier from enforcing that provision or any other provision at a later date.

3: Product Specifications, Design and Bespoke Manufacture

3.1 Product Specifications: The Supplier shall manufacture and supply the Goods in accordance with the Specification agreed in writing between the Supplier and the Customer. Unless expressly stated otherwise, all dimensions, capacities, weights and performance figures are approximate and are provided for guidance only. The Supplier reserves the right to make reasonable engineering modifications where necessary to improve product performance, safety, durability or manufacturability, provided such modifications do not materially reduce the intended functionality of the Goods.

3.2 Standard Products: The Supplier manufactures a range of standard products designed for a wide variety of industries, including but not limited to: Loading Shovel Buckets, High Tip Buckets, General Purpose (GP) Buckets, Clamp Buckets, Grain Buckets, Sugar Beet Buckets, Telehandler Buckets, Pallet Forks, Pipe Grabs, Muck Grabs, Log Grabs, Pusher Blades, Quick Hitch Brackets, Hydraulic Attachments, Replacement Wear Parts and Spare Components. Published specifications are intended as a guide only and may change without prior notice as part of the Supplier's continuous product development programme.

3.3 Bespoke Products: Many Goods supplied by the Supplier are manufactured specifically to meet individual Customer requirements. Bespoke Goods may include: customised dimensions, increased or reduced capacities, alternative attachment systems, modified hydraulic arrangements, reinforced construction, specialist wear protection, customer-specific paint finishes, bespoke brackets, special engineering features or any other modifications requested by the Customer. Bespoke Goods are manufactured solely for the Customer and are not normally suitable for resale.

3.4 Customer Specifications: Where Goods are manufactured wholly or partly in accordance with information supplied by the Customer, the Customer shall ensure that all information provided is accurate, complete and suitable for the intended application. This includes, but is not limited to: engineering drawings, CAD models, machine details, attachment dimensions, hydraulic specifications, lifting capacities, operating weights, bucket capacities, bracket geometry, mounting arrangements, material specifications, operating environment and intended use. The Supplier shall be entitled to rely entirely upon information supplied by the Customer. The Supplier shall not be responsible for any errors arising from inaccurate or incomplete information supplied by the Customer.

3.5 Machine Compatibility: Unless expressly confirmed in writing by the Supplier, the Customer remains solely responsible for ensuring that the Goods are compatible with the intended machine. Compatibility includes, but is not limited to: attachment bracket, hitch type, pin centres, hydraulic connections, hydraulic flow, hydraulic pressure, auxiliary services, machine weight, Rated Operating Capacity (ROC), Safe Working Load (SWL), tipping load, lift height, breakout force, tyre configuration, ballast arrangement; and overall machine stability. The Supplier accepts no liability where Goods are used with unsuitable or incompatible machinery.

3.6 Product Suitability: The Supplier may provide recommendations regarding suitable equipment based upon information supplied by the Customer. Such recommendations are provided in good faith. The Customer remains

responsible for ensuring that the Goods are appropriate for: the material being handled, the operating environment, the machine used, operator competence, applicable legislation, health and safety requirements and manufacturer operating limits.

3.7 Engineering Drawings: Where required, the Supplier may prepare: General Arrangement Drawings, Manufacturing Drawings, CAD Models, Approval Drawings, Hydraulic Schematics, Assembly Drawings or Installation Drawings. All drawings remain the intellectual property of the Supplier unless expressly agreed otherwise in writing.

3.8 Drawing Approval: Where approval drawings are issued, manufacture shall not normally commence until written approval has been received from the Customer. Approval may be given by: signed drawing, email confirmation, approved customer portal response or written instruction to proceed. The Customer is responsible for checking: dimensions, machine compatibility, attachment details, hydraulic layouts, capacities, paint colour, options, mounting arrangements and all other details shown. Once approval has been given, any subsequent alterations requested by the Customer may result in additional charges and revised delivery dates.

3.9 Changes Following Approval: Delivery dates shall automatically be revised where necessary. If the Customer requests changes after engineering or manufacture has commenced, the Supplier reserves the right to charge for: additional design time, revised drawings, additional materials, labour, rework, machining, transport, administration and any associated costs.

3.10 Engineering Tolerances: Heavy fabricated steel products cannot be manufactured to zero tolerance. Unless otherwise agreed, the Supplier shall manufacture Goods using normal industry engineering tolerances. Minor variations in: dimensions, weld appearance, plate thickness, fabrication methods, weight, paint finish, positioning of components or manufacturing processes shall not constitute defects provided the Goods remain fit for their intended purpose.

3.11 Materials: The Supplier reserves the right to substitute equivalent materials where: specified materials become unavailable, manufacturers discontinue products, improved materials become available, engineering standards change or equivalent materials provide equal or better performance. Equivalent substitutions shall not reduce the structural integrity or intended performance of the Goods.

3.12 Product Improvements: The Supplier continually improves its products. Accordingly, the Supplier reserves the right to alter: design, fabrication methods, weld procedures, reinforcement, wear protection, hydraulic components, attachment geometry, paint systems, decals, branding and manufacturing processes. Without prior notice where such changes improve quality, safety, durability or manufacturability.

3.13 Surface Finish: Unless otherwise agreed, fabricated steel products are supplied with the Supplier's standard paint finish. Minor cosmetic imperfections (shall not constitute defects), including but not limited to: minor paint blemishes, handling marks, transport scuffs, slight colour variation, weld discolouration, overspray or surface texture. Paint finishes are intended to provide initial corrosion protection and may require routine maintenance depending upon operating conditions.

3.14 Wear Components: Certain components are designed as consumable wear parts. These may include: cutting edges, bolt-on edges, heel plates, side cutters, wear strips, wear liners, bucket floors, bushes, pins, replaceable teeth, scraper blades and protective wear plates. Normal wear of these components is expected during operation and does not indicate a manufacturing defect. Replacement of consumable wear parts forms part of the Customer's routine maintenance responsibilities.

3.15 Customer-Supplied Materials: Where the Customer supplies materials, components or equipment for incorporation into the Goods: the Supplier shall not be responsible for their quality or suitability, any delays arising from Customer-supplied items shall extend delivery dates accordingly and the Supplier shall not be liable for defects resulting from Customer-supplied materials.

3.16 Intellectual Property in Designs: All engineering designs, calculations, CAD files, fabrication drawings, manufacturing techniques and technical documentation created by the Supplier remain the exclusive intellectual property of the Supplier. Unless expressly agreed in writing, the Customer shall not: reproduce, copy, distribute, modify, reverse engineer, disclose to third parties or use such documentation for the manufacture of similar products.

3.17 Third-Party Intellectual Property: Where Goods are manufactured in accordance with Customer-supplied drawings or designs, the Customer warrants that such manufacture will not infringe any third-party intellectual property rights. The Customer shall indemnify the Supplier against all liabilities, claims, damages, costs and expenses arising from any actual or alleged infringement resulting from the Customer's instructions or specifications.

3.18 Confidential Engineering Information: Any engineering drawings, calculations, specifications or technical information supplied by the Supplier are confidential. The Customer shall take reasonable steps to protect such information and shall not disclose it to any third party without the Supplier's prior written consent.

4: Pricing, Deposits and Payment

4.1 Prices: Unless otherwise agreed in writing, all prices quoted by the Supplier are: in Pounds Sterling (£), exclusive of Value Added Tax (VAT), exclusive of delivery charges, exclusive of packaging charges (where applicable), exclusive of installation costs (unless specifically included) and exclusive of export duties, customs charges and local taxes (where applicable).

VAT and any other applicable taxes shall be charged at the prevailing rate on the date of invoicing.

4.2 Price Validity: Unless expressly stated otherwise, quotations remain valid for 30 calendar days from the date of issue. After this period the Supplier reserves the right to revise prices without prior notice. Acceptance of a quotation after its expiry shall be entirely at the Supplier's discretion.

4.3 Price Changes: The Supplier reserves the right to amend the agreed price before manufacture or delivery where increases arise from circumstances beyond the Supplier's reasonable control. These may include, but are not limited to: increases in steel prices; increases in aluminium or specialist materials, increases in hydraulic component costs, exchange rate fluctuations, increases in fuel prices, increases in transport costs, increased labour costs, legislative changes, import duties, supplier price increases, shortages of raw materials, or any unforeseen manufacturing costs. The Supplier shall notify the Customer as soon as reasonably practicable of any necessary adjustment.

4.4 Customer Requested Changes: Where the Customer requests changes to an Order after acceptance, the Supplier reserves the right to adjust: the purchase price, manufacturing costs, engineering costs, design costs, delivery charges, lead times and any associated administration costs. No revised work shall commence until the Customer has accepted the revised costs where requested by the Supplier.

4.5 Deposits: The Supplier may require payment of a deposit before: engineering design commences, manufacture begins, materials are ordered, bespoke fabrication starts or Goods are reserved. The amount of any deposit shall be specified within the quotation or Order Acknowledgement. Unless otherwise agreed in writing, deposits are non-refundable once manufacture has commenced or materials have been specifically purchased for the Customer.

4.6 Stage Payments: For larger contracts, bespoke projects or extended manufacturing programmes, the Supplier may require stage payments. Typical stage payments may include: approval of drawings, commencement of manufacture, completion of fabrication, prior to painting, prior to dispatch, final balance before delivery and deposit upon order. The payment schedule shall be detailed within the quotation or Order Acknowledgement. Failure to make any stage payment shall entitle the Supplier to suspend manufacture until payment has been received. The Supplier shall not be liable for any delay resulting from such suspension.

4.7 Invoicing: Invoices (electronic invoices shall be deemed valid invoices) may be issued: upon acceptance of the Order, upon receipt of a deposit, following completion of a manufacturing stage, upon dispatch of the Goods, upon completion of Services, following installation (where applicable) or in accordance with any agreed payment schedule.

4.8 Payment Terms: Unless otherwise agreed in writing, invoices are payable within 30 calendar days from the invoice date. The Supplier reserves the right to require payment: in advance, upon order, prior to manufacture, prior to dispatch or immediately upon completion of the Goods - where the Supplier considers this commercially appropriate.

4.9 New Customers: The Supplier reserves the right to require full payment in advance from: new Customers, overseas Customers, Customers without an established trading history, Customers who have exceeded agreed credit limits or Customers where satisfactory credit references have not been obtained.

4.10 Credit Accounts: The granting of credit facilities is entirely at the Supplier's discretion. The Supplier reserves the right to (at any time without prejudice to any other contractual rights): refuse credit, withdraw credit, reduce credit limits, require payment in advance or suspend further deliveries.

4.11 Method of Payment: Payment shall be made by one of the following methods unless otherwise agreed: Bank Transfer (BACS), CHAPS, Faster Payments, Approved Debit Card or Approved Credit Card (subject to any applicable surcharge where legally permitted). Payment shall only be deemed received when cleared funds have been credited to the Supplier's nominated bank account.

4.12 Time of Payment: Time for payment shall be of the essence. Failure to pay invoices by the due date shall constitute a material breach of the Agreement.

4.13 Late Payment: If payment is not received by the due date, the Supplier reserves the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended. Unless otherwise agreed in writing, interest shall accrue: from the due date until payment is received in full, on a daily basis or together with the statutory fixed compensation and any reasonable debt recovery costs permitted by law. The charging of interest shall not affect any other rights available to the Supplier.

4.14 Suspension of Work: Where payment becomes overdue, the Supplier may immediately suspend: manufacture, engineering work, design, procurement, delivery, installation, warranty work (where permitted by law), servicing and further Orders until all outstanding sums have been paid. The Supplier shall not be liable for any delays or consequential costs arising from such suspension.

4.15 Right to Withhold Delivery: The Supplier reserves the right to retain possession of the Goods until: all invoices relating to the Goods have been paid in full, all stage payments have been received, all overdue accounts have been settled and cleared funds have been received.

4.16 Recovery of Costs: The Customer shall indemnify the Supplier for all reasonable costs incurred in recovering overdue sums, including: debt recovery agency fees, solicitor's costs, court fees, tracing costs, enforcement costs and any other reasonable professional expenses.

4.17 No Set-Off: The Customer shall pay all invoices in full without deduction, withholding, counterclaim or set-off unless required by law or expressly agreed by the Supplier in writing.

4.18 Disputed Invoices: If the Customer disputes an invoice, they must notify the Supplier in writing within seven calendar days of the invoice date, setting out: the invoice number, the disputed amount, the reasons for the dispute and any supporting evidence. The undisputed portion of the invoice shall remain payable in accordance with these Terms. Failure to raise a dispute within seven days shall constitute acceptance of the invoice.

4.19 Ownership of Drawings and Intellectual Property: Payment of an invoice does not transfer ownership of (unless expressly agreed in writing): engineering drawings, CAD files, manufacturing data, design calculations, technical documentation, or any other intellectual property.

4.20 Currency: Unless otherwise agreed, all quotations, invoices and payments shall be made in Pounds Sterling (£). Where prices are agreed in another currency, the Supplier reserves the right to adjust prices where significant exchange rate fluctuations occur prior to delivery.

4.21 Taxes and Duties: The Customer shall be responsible for: import duties, customs charges, local taxes, withholding taxes (where applicable) and any other governmental charges relating to the Goods outside the United Kingdom.

4.22 Retention of Price Errors: Whilst every effort is made to ensure pricing accuracy, the Supplier reserves the right to correct genuine pricing, typographical or administrative errors at any time before acceptance of an Order. Where such an error is identified, the Customer shall be informed and given the opportunity to: proceed at the corrected price or cancel the Order without penalty.

4.23 Financial Hardship: If the Customer experiences financial difficulties that may affect payment, they should notify the Supplier as soon as reasonably practicable. The Supplier may, at its sole discretion, agree revised payment arrangements. Any such agreement must be confirmed in writing and shall not constitute a waiver of the Supplier's rights under these Terms.

5.0 Delivery, Collection and Transfer of Risk

5.1 Delivery: The Supplier shall use all reasonable endeavours to deliver the Goods to the Delivery Address agreed with the Customer or to make the Goods available for collection from the Supplier's premises. Delivery shall take place during normal Business Days unless otherwise agreed in writing.

The Supplier reserves the right to use its own vehicles or third-party carriers to complete delivery.

5.2 Delivery Dates: Any delivery date quoted by the Supplier is an estimate only. Whilst every reasonable effort will be made to meet estimated delivery dates, the Supplier shall not be liable for any delay arising from circumstances beyond its reasonable control. Time shall not be of the essence in relation to delivery unless expressly agreed in writing by a Director of the Supplier.

5.3 Factors Affecting Delivery: Estimated delivery dates may be affected by circumstances including, but not limited to: Customer-requested design changes, delayed approval of drawings, delayed payment of deposits or stage payments, shortages of raw materials, supplier delays, transport disruption, severe weather, industrial action, equipment breakdown, Force Majeure Events, changes in legislation or any delay caused by the Customer - where such circumstances arise, delivery dates shall be automatically extended by a reasonable period.

5.4 Delivery Address: The Customer shall ensure that: the Delivery Address is accurate, suitable access exists for delivery vehicles, appropriate lifting equipment is available where required, a competent person is available to accept delivery, adequate unloading facilities are available and the site is safe and accessible. The Supplier shall not be responsible for delays caused by inadequate access or unloading arrangements.

5.5 Customer Collection: Where Goods are to be collected by the Customer: collection shall take place during normal business hours unless otherwise agreed, the Customer shall provide suitable lifting equipment and transport and collection shall only take place once the Supplier confirms the Goods are ready. The Customer shall be responsible for securing the load correctly during transport.

5.6 Failed Delivery: If delivery cannot be completed because: nobody is available to receive the Goods, access is unavailable, unloading facilities are unsuitable, site conditions are unsafe, the Customer requests postponement or delivery is otherwise prevented by the Customer, the Supplier reserves the right to charge for: failed delivery, additional transport, vehicle waiting time, crane hire, storage, re-delivery and any associated administration costs.

5.7 Storage Charges: Where the Supplier is unable to deliver the Goods due to circumstances attributable to the Customer, the Supplier may store the Goods at its premises or at a third-party facility. Storage charges may be applied from the fourth Business Day following notification that the Goods are ready for dispatch. Storage charges shall continue until delivery or collection takes place.

5.8 Delivery by Instalments: The Supplier reserves the right to deliver Orders in one or more instalments. Each instalment shall constitute a separate contract. Delay or defect affecting one instalment shall not entitle the Customer to: reject other instalments, cancel the remaining Order or withhold payment for completed deliveries.

5.9 Partial Deliveries: The Supplier may make partial deliveries where commercially practical. Each delivery shall be invoiced separately unless otherwise agreed.

5.10 Delivery Documentation: Each delivery shall normally be accompanied by appropriate documentation, which may include: Delivery Note, Packing List, Inspection Record, Operator Information, Maintenance Guidance, Warranty Information or other relevant documentation. The Customer should retain all documentation for future reference.

5.11 Inspection Upon Delivery: The Customer shall inspect the Goods immediately upon delivery. The inspection should include, where reasonably practicable: quantity, specification, paint finish, visible damage, transport damage, missing components, hydraulic hoses, hydraulic couplings, brackets, lifting points, safety decals, serial numbers and accompanying documentation.

5.12 Damage in Transit: Any visible transport damage must: be recorded on the delivery documentation, be photographed where possible and be notified to the Supplier within 48 hours of delivery. Failure to notify within this period may prejudice the Customer's claim against the carrier.

5.13 Shortages: Any shortages must be reported in writing within 48 hours of delivery. The Supplier shall not normally accept claims for shortages after this period unless exceptional circumstances apply.

5.14 Hidden Defects: Where defects could not reasonably have been identified during delivery inspection, the Customer shall notify the Supplier immediately upon discovery and in any event within seven calendar days. The Customer shall cease using the Goods until the Supplier has had an opportunity to investigate.

5.15 Acceptance of Goods: The Goods shall be deemed accepted upon the earliest of: written acceptance by the Customer, signature of the delivery note, collection by the Customer, installation of the Goods, use of the Goods, modification of the Goods or expiry of seven calendar days following delivery without written notification of any defect. Acceptance shall not affect the Customer's rights in respect of valid warranty claims.

5.16 Risk: Risk in the Goods shall pass to the Customer upon the earlier of: completion of delivery and unloading, collection by the Customer and their carrier or storage following a failed delivery attributable to the Customer. From that time the Customer shall be responsible for: insurance, loss, theft, accidental damage, vandalism, deterioration and all associated risks. Title to the Goods shall pass separately in accordance with Chapter 6 (Retention of Title).

5.17 Delayed Collection: Where Goods remain uncollected for more than 10 Business Days after notification that they are ready, the Supplier reserves the right to: charge storage fees, invoice the Goods in full, recover reasonable storage costs or treat the Order as cancelled by the Customer and recover all associated losses.

5.18 Packaging: Unless otherwise agreed: packaging is non-returnable, pallets become the property of the Customer and specialist transport frames remain the property of the Supplier where clearly identified. Returnable transport equipment shall be returned in good condition within 14 days unless otherwise agreed. The Supplier reserves the right to charge replacement costs for damaged or unreturned transport equipment.

5.19 Export Deliveries: Where Goods are supplied outside the United Kingdom: delivery shall be made in accordance with the agreed Incoterms®, the Customer shall obtain any necessary import licences unless otherwise agreed and customs clearance shall be the responsibility of the party specified within the agreed Incoterms®. The Customer shall comply with all applicable export control laws and regulations.

5.20 Delay Caused by the Customer: Where delivery is delayed because of any act or omission of the Customer, including failure to provide information, access, approvals or payment, the Supplier shall be entitled to: revise the delivery programme, recover additional costs reasonably incurred, extend delivery dates accordingly and suspend performance until the delay has been resolved.

5.21 Delivery to Third Parties: Where the Customer requests delivery to a third party, such delivery shall be deemed delivery to the Customer for the purposes of these Terms. The Customer remains fully responsible for payment, inspection and acceptance of the Goods.

5.22 Installation Following Delivery: Unless expressly agreed in writing, delivery does not include: installation, commissioning, operator training, machine testing or certification. Where installation services are purchased separately, those services shall be governed by the relevant sections of these Terms.

5.23 Non-Delivery: The Supplier's liability for genuine non-delivery shall be limited, at the Supplier's option, to: replacement of the Goods, delivery of equivalent Goods or refund of the purchase price paid for the undelivered Goods. The Supplier shall not be liable for any indirect or consequential losses arising from delayed or non-delivery, except where such limitation is prohibited by law.

6: Retention of Title and Ownership of Goods

6.1 Transfer of Risk: Risk in the Goods shall pass to the Customer in accordance with Chapter 5 upon delivery, collection or such other event specified within these Terms. Transfer of risk does not constitute transfer of legal ownership.

6.2 Retention of Title: Legal and beneficial ownership (title) to the Goods shall remain vested in the Supplier until the Supplier has received payment in full, in cleared funds, for: the Goods supplied under the Agreement, all associated delivery charges, any installation charges, any Services supplied, any interest or additional charges payable under these Terms and all other monies due from the Customer to the Supplier under any contract whatsoever. Until that time, the Customer shall hold the Goods as bailee for the Supplier.

6.3 Goods Held on Trust: Until ownership passes to the Customer, the Customer shall: store the Goods safely, keep them free from damage, maintain them in satisfactory condition, insure them for their full replacement value, clearly identify them as the property of the Supplier, keep them separate from other goods where reasonably practicable and not remove or obscure any serial number, identification plate or ownership marking.

6.4 Insurance: Until ownership transfers, the Customer shall insure the Goods against: accidental damage, theft, fire, flood, vandalism and all normal commercial risks for not less than their full replacement value. The Supplier may request reasonable evidence of such insurance at any time before ownership passes.

6.5 Storage: Where Goods remain unpaid, the Customer shall ensure they are stored: securely, under suitable environmental conditions, in accordance with any storage instructions supplied and so that they remain readily identifiable. The Customer shall exercise the same standard of care as it would apply to its own valuable assets.

6.6 Customer's Right to Resell: Subject to these Terms, the Customer may resell the Goods in the ordinary course of business before ownership passes, provided that: such sale is undertaken in good faith, the Customer is not in default of

payment, no Insolvency Event has occurred and the Customer remains entitled to possession of the Goods. Such authority shall terminate automatically upon the occurrence of any Insolvency Event or any material breach of these Terms.

6.7 Incorporation into Other Products: Where the Goods are incorporated into, attached to or used in conjunction with other equipment before ownership passes, title shall remain with the Supplier to the fullest extent permitted by law. Nothing within this clause shall prejudice the Supplier's right to recover any outstanding monies.

6.8 Customer Restrictions: Until ownership transfers, the Customer shall not: pledge the Goods as security, grant any charge over the Goods, sell the Goods other than in the ordinary course of business, lease the Goods, mortgage the Goods, remove identification plates, alter serial numbers, deliberately conceal the Goods or represent that ownership has been transferred before payment has been made.

6.9 Right of Inspection: Where payment remains outstanding, the Supplier may request reasonable access during normal business hours to inspect the Goods and verify their condition and location. The Customer shall provide reasonable assistance in facilitating such inspection.

6.10 Right to Recover Goods: The Supplier may require immediate return of the Goods, if: payment becomes overdue, an Insolvency Event occurs, the Customer commits a material breach of these Terms, the Supplier reasonably believes payment is at risk or ownership has not transferred the Supplier may require immediate return of the Goods. If the Customer fails to comply, the Supplier may enter premises where the Goods are reasonably believed to be located, subject to applicable law, for the purpose of recovering them. The Customer shall provide all reasonable assistance necessary to facilitate recovery.

6.11 Costs of Recovery: The Customer shall be responsible for all reasonable costs incurred by the Supplier in recovering unpaid Goods, including: transport, lifting equipment, collection, storage, legal costs, enforcement costs and associated administrative expenses.

6.12 Sale Following Recovery: Where recovered Goods have depreciated in value due to: use, damage, corrosion, modification, missing components or excessive wear. The Supplier reserves the right to recover any shortfall between: the original contract value and the resale value of the recovered Goods together with any associated recovery costs.

6.13 Customer Insolvency: If the Customer: enters administration, enters liquidation, becomes bankrupt, enters into a voluntary arrangement, has a receiver appointed, ceases trading or is otherwise unable to pay its debts as they fall due. The Supplier may immediately: terminate the Agreement, suspend manufacture, suspend delivery, recover unpaid Goods, cancel outstanding Orders and require immediate payment of all outstanding invoices.

6.14 No Transfer of Intellectual Property: Payment for the Goods does not transfer ownership of any: engineering drawings, CAD files, manufacturing information, software, calculations, technical documentation, design rights, patents, trademarks or confidential know-how. Such intellectual property shall remain vested in the Supplier unless expressly assigned in writing.

6.15 Ownership of Tooling: Any: fabrication jigs, welding fixtures, templates, tooling, manufacturing aids, CNC programmes, laser profiles, bending programmes or production equipment created or used by the Supplier during manufacture shall remain the exclusive property of the Supplier, even where the Customer has contributed towards design or development costs, unless expressly agreed otherwise in writing.

6.16 Customer-Supplied Equipment: Where the Customer supplies: machines, attachments, brackets, components, drawings, tooling or other equipment, ownership shall remain with the Customer. The Supplier shall exercise reasonable care while such items remain in its possession but shall not be responsible for: normal wear, corrosion, deterioration, pre-existing defects or damage resulting from inadequate packaging or transportation.

6.17 Identification Plates and Serial Numbers: All identification plates, serial numbers and manufacturer markings supplied by the Supplier shall remain attached to the Goods. Removal, alteration or defacement of identification markings may: invalidate warranty, prevent traceability, affect future servicing and prevent warranty claims being processed. The Supplier reserves the right to refuse warranty claims where identification has been deliberately removed or altered.

6.18 Continuing Rights: The Supplier's rights under this Chapter shall survive: delivery, installation, acceptance of the Goods, termination of the Agreement and payment defaults, until ownership has passed or all outstanding obligations have been fully discharged.

7: Installation, Commissioning, Safe Use and Customer Responsibilities

7.1 General: The Supplier manufactures specialist engineered attachments intended for use on compatible loading shovels, wheel loaders, telehandlers, tractors and other approved machinery.

The safe installation, operation and maintenance of the Goods is essential to ensure safe working practices, maximise service life and maintain warranty protection. The Customer accepts full responsibility for ensuring that the Goods are installed, operated and maintained in accordance with: these Terms and Conditions, the Supplier's recommendations, the original machine manufacturer's instructions, all applicable legislation, recognised industry best practice and the Health and Safety at Work etc. Act 1974 and associated regulations.

7.2 Installation: Unless expressly stated within the Order, installation of the Goods is not included within the purchase price. Where installation is not being undertaken by the Supplier, the Customer shall ensure installation is carried out by suitably qualified and competent personnel. Installation shall include, where applicable: correct attachment bracket engagement,

hydraulic hose connection, hydraulic pressure checks, hydraulic flow verification, attachment locking mechanism inspection, lubrication of moving components, security of pins and retaining devices, safety inspections and operational testing.

7.3 Commissioning: Before placing the Goods into service, the Customer shall ensure that appropriate commissioning checks have been completed. These checks should include, where applicable: correct attachment fitment, hydraulic function testing, unrestricted ram movement, locking mechanism engagement, pin security, hose routing, leakage inspection, grease application, torque checks, safety decal inspection, operational testing without load and operational testing under controlled load.

7.4 Customer Responsibility for Compatibility: The Customer remains solely responsible for ensuring that the machine to which the Goods are fitted is suitable. This includes verification of: attachment bracket compatibility, hydraulic flow, hydraulic operating pressure, hydraulic oil cleanliness, lifting capacity, Rated Operating Capacity (ROC), Safe Working Load (SWL), tipping load, axle loading, ballast requirements, machine stability and manufacturer's operating limits. Unless expressly confirmed in writing by the Supplier, no warranty is given that a particular attachment is suitable for a specific machine or application.

7.5 Safe Working Load: The Customer shall ensure that the combined weight of: the attachment, any optional equipment, the material being handled and any accessories does not exceed the Safe Working Load, Rated Operating Capacity or other operating limits specified by the machine manufacturer. The Supplier accepts no responsibility for machine instability, overturning or structural failure resulting from overloading.

7.6 Intended Use: The Goods are designed solely for the applications described within the Supplier's quotation, specification or published literature. The Goods shall not be used: outside their intended purpose, for lifting personnel, for demolition unless specifically designed, for impact work, as towing equipment unless designed accordingly, as a crane attachment unless certified, for applications exceeding design limits. Misuse of the Goods shall invalidate any warranty.

7.7 Operator Competence: The Customer shall ensure that all operators are: adequately trained, competent, familiar with the machine manufacturer's instructions, familiar with the attachment manufacturer's recommendations and authorised to operate the equipment. The Supplier shall not be responsible for accidents or damage resulting from operator error or inadequate training.

7.8 Daily Operator Checks: The Customer shall ensure that operators carry out suitable pre-use inspections before each working shift. These should include inspection of: hydraulic hoses, hydraulic couplings, locking mechanisms, pins, retaining clips, bushes, cutting edges, wear plates, structural welds, lifting points, grease points, warning decals, visible cracks, excessive movement and oil leaks. Any defects shall be reported immediately. Equipment showing signs of damage shall be withdrawn from service until repaired.

7.9 Maintenance: Routine maintenance remains the responsibility of the Customer. Maintenance shall include, where appropriate: regular greasing, replacement of worn pins, replacement of worn bushes, tightening of fasteners, hydraulic inspections, replacement of damaged hoses, inspection of structural welds, replacement of worn cutting edges, replacement of heel plates, touch-up painting where required and cleaning after use. Failure to maintain the Goods properly may invalidate the warranty.

7.10 Hydraulic Equipment: Where Goods incorporate hydraulic components, the Customer shall ensure that: hydraulic pressure does not exceed the specified operating pressure, hydraulic flow remains within design limits and hydraulic oil is clean, hoses are correctly connected and damaged hoses are replaced immediately and leaking fittings are repaired without delay. The Supplier accepts no liability for failures caused by contaminated hydraulic systems or incorrect hydraulic settings.

7.11 Modifications: The Customer shall not, without the Supplier's prior written consent: weld additional components, modify structural members, drill additional holes, alter hydraulic systems, increase capacities, remove safety devices, alter attachment brackets or modify lifting points. Unauthorised modifications shall invalidate all warranties.

7.12 Repairs: Repairs affecting structural integrity shall only be undertaken: by the Supplier or by a repairer approved in writing by the Supplier. The Supplier shall not be liable for failures arising from unauthorised repairs.

7.13 Wear Components: Certain components are consumable and require periodic replacement. These include, where fitted: cutting edges, wear strips, bucket floors, heel plates, bucket teeth, bushes, pins, seals, hydraulic hoses and scraper blades. Replacement intervals depend upon operating conditions. Wear of consumable components is not a manufacturing defect.

7.14 Corrosive Environments: Where the Goods are used in corrosive or abrasive environments including: fertiliser handling, salt, coastal locations, waste transfer stations, recycling facilities, chemical plants, demolition and abrasive aggregates, the Customer shall implement enhanced maintenance procedures. Additional painting and corrosion protection may be required.

7.15 Storage: When not in use, the Goods should be stored: on firm level ground, in a safe location, protected from unnecessary corrosion with hydraulic connections capped where appropriate and clean and free from excessive contamination. Long-term storage should include suitable corrosion protection.

7.16 Lifting the Attachment: Where attachments require lifting during transport or maintenance, lifting shall only be carried out using: designated lifting points with suitable lifting equipment and certified lifting accessories. The Customer shall ensure compliance with LOLER and all applicable lifting regulations.

7.17 Health and Safety Compliance: The Customer shall comply with all relevant legislation including, where applicable: Health and Safety at Work etc. Act 1974, Provision and Use of Work Equipment Regulations (PUWER), Lifting Operations

and Lifting Equipment Regulations (LOLER), Management of Health and Safety at Work Regulations, Supply of Machinery (Safety) Regulations and all subsequent amendments and applicable legislation. Compliance with legislation remains the Customer's responsibility.

7.18 Accident Reporting: Where any incident involving the Goods results in: personal injury, structural failure, machine overturning, significant equipment damage or a reportable safety incident, the Customer shall notify the Supplier as soon as reasonably practicable. The Goods shall not be repaired, modified or disposed of until the Supplier has had a reasonable opportunity to inspect them where a warranty or product defect is alleged.

7.19 Technical Advice

Any technical advice provided by the Supplier is based upon the information supplied by the Customer. The Customer remains responsible for verifying: machine suitability, operating conditions, material characteristics, bucket capacities, lifting capacities and hydraulic compatibility. Technical advice does not remove the Customer's responsibility for safe operation.

7.20 Customer Responsibilities Summary: The Customer is responsible for ensuring that: the correct attachment is selected, the machine is suitable, operators are trained, maintenance is completed, inspections are undertaken, worn components are replaced, hydraulic systems are correctly maintained, statutory inspections are completed where required and the Goods are used safely and within their design limits. Failure to comply with these responsibilities may: invalidate warranty, increase wear and reduce service life, create unsafe operating conditions and release the Supplier from liability to the extent permitted by law.

8: Warranty, Repairs and Product Support

8.1 Warranty: Subject to the terms set out in this Agreement, the Supplier warrants that the Goods supplied shall: conform in all material respects to the agreed Specification, be manufactured using appropriate materials and workmanship, be fit for their intended purpose where that purpose has been expressly agreed in writing by the Supplier and be free from defects in materials and workmanship at the time of delivery. This warranty applies only to the original Customer and is not transferable without the Supplier's prior written consent.

8.2 Warranty Period: Unless otherwise agreed in writing, the warranty period shall be: 2,000 operating hours or 12 months from the date of delivery, whichever occurs first. Where operating hours cannot reasonably be verified, the warranty period shall be deemed to expire 12 months after delivery. Any replacement parts supplied under warranty shall be covered for the balance of the original warranty period or 90 days, whichever is longer.

8.3 Scope of Warranty: During the warranty period, the Supplier shall, at its sole discretion: repair the defective Goods, replace defective components and the Goods with equivalent Goods or refund the purchase price or an appropriate proportion thereof. The remedy selected by the Supplier shall constitute the Customer's sole remedy for any valid warranty claim.

8.4 Warranty Claims: To make a warranty claim the Customer must notify the Supplier in writing as soon as reasonably practicable after the defect becomes apparent. The notification should include: Customer name, Order or invoice number, product serial number, date of delivery, operating hours (where available), description of the defect, photographs of the defect, details of the machine being used, description of the application and any other information reasonably requested by the Supplier. Failure to provide sufficient information may delay the processing of the claim.

8.5 Inspection of Goods: The Supplier reserves the right to inspect the Goods before accepting any warranty claim. The Supplier may require the Customer to: return the Goods and the defective component, make the Goods available on site and provide photographs or videos, maintenance records or machine operating data. No repair work should be undertaken without the Supplier's written approval.

8.6 Return of Goods: Where the Supplier requests return of the Goods or any component: the Goods shall be securely packaged and shall not be dismantled unless authorised, all transportation shall be arranged as instructed by the Supplier and reasonable care shall be taken to prevent further damage. Unless otherwise agreed, the Customer shall initially be responsible for the cost of returning the Goods. Where the warranty claim is accepted, the Supplier may reimburse reasonable transportation costs at its discretion.

8.7 Warranty Exclusions: The warranty shall not apply to defects arising from: fair wear, tear, normal deterioration, misuse, abuse, overloading, collision, impact, accidental damage, corrosion, chemical attack, poor maintenance, abrasive materials, contaminated hydraulic oil, improper installation, incorrect storage, hydraulic pressure, hydraulic flow, failure to grease moving components, failure to replace worn consumable parts and failure to follow the Supplier's recommendations, unauthorised welding, structural modification, drilling, machining, alterations to hydraulic systems and unauthorised repairs, operation outside manufacturer's limits and operation by untrained personnel and overturning of machinery and use for unintended purposes;

8.8 Wear Components: The warranty does not cover normal wear of consumable components including: cutting edges and bolt-on edges, bucket teeth, heel plates, wear strips and liners, bucket floors, scraper blades, bushes, pins, bearings, seals, hydraulic hoses, hydraulic couplings, paint finishes and decals. These components are expected to wear during normal operation and should be replaced as part of routine maintenance.

8.9 Paint Finish: The Supplier's paint system is intended primarily to provide transportation and initial corrosion protection. The warranty does not cover: scratches, chips, abrasion, fading, surface rust, corrosion resulting from damage, stone impact, agricultural fertilisers, salt, chemicals and aggressive operating environments. The Customer is responsible for maintaining painted surfaces throughout the life of the Goods.

8.10 Hydraulic Components: Where Goods include hydraulic cylinders, valves, hoses or fittings, the warranty shall not apply to failures resulting from: contaminated hydraulic oil, incorrect operating pressure, excessive hydraulic flow, cavitation, poor maintenance, incorrect hose routing, external damage, misuse and incorrect hydraulic connections.

8.11 Structural Warranty: Subject to the exclusions within these Terms, the Supplier warrants the structural integrity of fabricated components during the warranty period. The warranty shall not apply where structural failure results from: overloading, impact, misuse, unauthorised modifications, fatigue caused by operation outside design limits, poor maintenance or incorrect installation.

8.12 Machine Compatibility: The Supplier shall not be responsible where: incorrect brackets have been specified, the machine is unsuitable, lifting capacities are exceeded, machine stability is compromised, hydraulic performance is inadequate and unsuitable quick hitch systems are used.

Responsibility for ensuring compatibility remains with the Customer unless expressly confirmed in writing by the Supplier.

8.13 Unauthorised Repairs: Any repair carried out without the Supplier's prior written approval may invalidate the warranty. This includes: welding, fabrication, structural reinforcement, machining, replacement hydraulic cylinders, replacement structural components and modification of brackets.

8.14 Spare Parts: The Supplier shall endeavour to maintain stocks of commonly required spare parts. Availability of spare parts may vary depending upon: product age, supplier availability, discontinued components, product revisions. The Supplier reserves the right to substitute equivalent replacement components where appropriate.

8.15 Repair Services: Where repairs are undertaken outside the warranty period, they shall be charged at the Supplier's prevailing rates. Repair quotations are estimates only. Additional defects discovered during repair may result in revised quotations. The Supplier shall seek Customer approval before undertaking significant additional work.

8.16 Refurbishment: Refurbishment work may include: replacement of wear components, structural repairs, line boring, welding, machining, repainting, hydraulic overhaul and replacement of bushes and pins. Refurbished Goods shall only carry the warranty expressly stated on the refurbishment quotation.

8.17 Product Improvements During Repair: Where obsolete parts are no longer available, the Supplier reserves the right to install updated or improved replacement components. Such improvements shall not constitute an admission that the original component was defective.

8.18 Customer Maintenance Records: The Supplier may request copies of maintenance records when assessing warranty claims. Failure to demonstrate reasonable maintenance may result in rejection of the warranty claim. Maintenance records should include, where appropriate: lubrication schedules, inspection reports, replacement of wear parts, hydraulic servicing and repairs undertaken.

8.19 Limitation of Warranty: Except as expressly stated within these Terms, all statutory warranties and conditions are excluded to the fullest extent permitted by law. The Supplier does not warrant that the Goods will: operate continuously without interruption, be suitable for every application, be free from cosmetic imperfections, be maintenance-free or achieve any particular productivity level unless expressly guaranteed in writing.

8.20 Consequential Losses: The warranty does not cover: loss of profit and production, plant hire costs, replacement machinery, operator wages, transport and project delays, contractual penalties, business interruption and consequential or indirect losses. Such matters are dealt with under Chapter 10 (Limitation of Liability).

8.21 Customer Assistance: The Supplier is committed to providing ongoing technical support throughout the life of its products.

Support may include: technical advice, spare parts identification, maintenance guidance, repair recommendations, refurbishment quotations or engineering assistance. Unless expressly agreed, technical support does not extend the warranty period or create additional contractual obligations.

8.22 Goodwill Repairs: Nothing within these Terms prevents the Supplier, entirely at its discretion, from undertaking goodwill repairs or supplying replacement parts outside the warranty period. Any such action shall not: constitute acceptance of liability, establish a precedent, extend future warranty rights or vary these Terms and Conditions.

9: Returns, Cancellations and Order Variations

9.1 General: The Supplier recognises that circumstances may occasionally require an Order to be amended, cancelled or Goods to be returned. As the majority of the Supplier's products are engineered, fabricated or manufactured specifically for individual Customer requirements, returns and cancellations are subject to the provisions of this Chapter. No Goods may be returned without the Supplier's prior written authorisation.

9.2 Standard Stock Products: Subject to the conditions below, the Supplier may, at its sole discretion, accept the return of standard stock items that: have not been used, have not been fitted to machinery, remain in their original condition, are complete with all supplied components, are returned in their original packaging where reasonably possible and are accompanied by proof of purchase. Acceptance of returned Goods shall remain entirely at the Supplier's discretion.

9.3 Bespoke Manufactured Goods: Goods manufactured specifically for the Customer are non-returnable. This includes, but is not limited to: bespoke buckets, custom brackets, bespoke hydraulic attachments, specially fabricated components, modified standard products, customer-specific paint finishes, custom capacities and customer-specific dimensions. The Supplier shall have no obligation to accept the return of Bespoke Goods unless they are found to be defective under the terms of section 8.

9.4 Order Cancellation Before Manufacture: The Customer may request cancellation of an Order before manufacture commences. The Supplier may accept such cancellation subject to reimbursement of all reasonable costs already incurred, including but not limited to: engineering time, CAD drawings, purchased materials, subcontract work, administration, transport bookings, specialist components or non-returnable purchased items. Any deposit paid shall be refunded only after deduction of such costs.

9.5 Cancellation After Manufacture Has Commenced: Once manufacture has commenced, cancellation shall only be accepted at the Supplier's absolute discretion. Where cancellation is accepted, the Customer shall remain liable for: completed manufacturing work, partially completed work, purchased materials, subcontract costs, labour incurred, storage, transport commitments, loss of profit reasonably attributable to the cancelled Order and disposal costs where applicable.

9.6 Design Work: Engineering design work commences immediately upon instruction unless otherwise agreed. Charges for: engineering calculations, CAD modelling, approval drawings, fabrication drawings, finite element analysis (where undertaken) and technical consultancy remain payable irrespective of whether manufacture subsequently proceeds.

9.7 Return Authorisation: Before returning any Goods, the Customer must obtain a Return Material Authorisation (RMA) or other written return approval from the Supplier. The return request should include: Customer name, invoice number, product description, serial number, reason for return, photographs where appropriate and confirmation that the Goods have not been modified. Returns received without prior authorisation may be refused.

9.8 Condition of Returned Goods: Returned Goods must: be clean, free from hazardous substances, adequately packaged and protected during transport and include all supplied accessories and operating documentation where supplied. The Supplier reserves the right to reject Goods returned in an unsuitable condition.

9.9 Inspection of Returned Goods: All returned Goods shall be inspected by the Supplier. Following inspection, the Supplier may: accept the return, reject the return, repair the Goods, replace the Goods, issue a credit and a partial credit and charge refurbishment costs. Inspection findings shall be final unless manifestly incorrect.

9.10 Restocking Charges: Where Goods are accepted for return for reasons other than manufacturing defects, the Supplier reserves the right to charge a reasonable restocking fee. The restocking fee may reflect: inspection, administration, handling, repackaging, testing, refurbishment, depreciation and resale costs. The minimum restocking charge shall normally be 20% of the invoice value, although the Supplier reserves the right to apply a higher or lower percentage depending upon the circumstances.

9.11 Goods Not Accepted for Return: The following Goods will not normally be accepted for return: Bespoke Goods, specially ordered components, hydraulic hoses manufactured to order, painted-to-order products, modified Goods, Goods damaged after delivery, Goods showing evidence of use, Goods with missing components, discontinued products and obsolete spare parts.

9.12 Transport Costs: Unless the return results from an accepted warranty claim or an error by the Supplier, the Customer shall be responsible for: collection costs, carriage, insurance, packaging, customs charges and unloading and redelivery.

9.13 Incorrectly Ordered Goods: Where the Customer has ordered incorrect Goods, the Supplier may, entirely at its discretion, agree to exchange them. The Customer shall remain responsible for: all transport costs and any price difference, restocking charges and refurbishment required.

9.14 Incorrect Goods Supplied

Where the Supplier has supplied Goods materially different from those specified within the Order, the Supplier shall, at its option: replace the Goods, modify the Goods, collect the Goods and refund the purchase price. This shall be the Customer's sole remedy.

9.15 Customer Refusal of Delivery: Where the Customer refuses delivery of correctly supplied Goods without lawful justification, the Supplier reserves the right to charge: return transport, storage, administration, re-delivery, depreciation and any additional handling costs.

9.16 Customer Delays: If the Customer requests postponement of delivery after manufacture has been completed, the Supplier may: store and invoice the Goods, charge reasonable storage costs and recover additional insurance costs and handling costs

9.17 Suspension of Orders: The Supplier reserves the right to suspend work where: payments become overdue, technical information has not been supplied, drawings remain unapproved, safety concerns exist and Force Majeure Events occur. Manufacturing schedules shall be adjusted accordingly.

9.18 Disposal of Abandoned Goods: Where Goods remain: uncollected, undelivered due to Customer default, unpaid and abandoned,

For more than 90 calendar days following written notification, the Supplier reserves the right, after giving reasonable further notice, to: sell the Goods, dismantle the Goods, recycle materials, or dispose of the Goods. Any proceeds shall first be applied against: outstanding invoices, storage charges, transport costs, legal costs and disposal expenses. Any remaining balance shall be accounted for to the Customer.

9.19 Customer Property Left with the Supplier: Where the Customer leaves: attachments, machines, brackets, cylinders, components, tooling and materials at the Supplier's premises for repair or inspection, they should be collected promptly following notification. The Supplier reserves the right to apply reasonable storage charges after 30 calendar days. Where such items remain uncollected for more than 180 calendar days, the Supplier may, after giving reasonable written notice, dispose of or sell the property to recover outstanding charges.

9.20 Credit Notes: Where the Supplier agrees to issue a credit note: it shall be valid for 12 months from the date of issue unless otherwise stated, it may only be used by the original purchasing Customer and it shall not be redeemable for cash unless required by law.

9.21 No Return of Intellectual Property: The return of Goods does not transfer ownership of: engineering drawings, CAD files, manufacturing information, technical documentation, software and design calculations. All intellectual property remains vested in the Supplier.

9.22 Effect on Warranty: Where Goods are returned, repaired or replaced under warranty, this shall not: restart the original warranty period, create a new warranty or extend the original warranty beyond the provisions of Chapter 8, unless expressly agreed in writing by the Supplier.

9.23 Supplier Discretion: Any acceptance of a return, cancellation or variation by the Supplier on one occasion shall not oblige the Supplier to accept similar requests in the future. Each request shall be considered on its own individual merits.

10: Limitation of Liability and Indemnities

10.1 Purpose: This Chapter sets out the extent of the Supplier's liability under the Agreement. The pricing of the Goods and Services supplied by the Supplier has been determined on the basis of these limitations of liability, and the Customer acknowledges that these limitations are fair and reasonable in the context of a business-to-business contract for the manufacture and supply of specialist engineering equipment.

10.2 Liability That Cannot Be Excluded: Nothing within these Terms shall exclude or limit the Supplier's liability for: death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, breach of any statutory obligations which cannot lawfully be excluded, defective products under the Consumer Protection Act 1987 and any other liability that cannot lawfully be excluded or limited under English law.

10.3 General Limitation of Liability: Subject to Clause 10.2, the Supplier's total aggregate liability arising from or in connection with the Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed: the total purchase price paid by the Customer for the specific Goods or Services giving rise to the claim. This limitation applies regardless of the number of claims made.

10.4 Excluded Losses: To the fullest extent permitted by law, the Supplier shall not be liable for any indirect, consequential or economic loss including, but not limited to: loss of profit, revenue, production, business opportunity, contracts, anticipated savings, goodwill and reputation. Business interruption and overtime. Production, plant and machinery downtime, wasted management time, financing costs, additional labour costs and increased operating costs, hire of replacement equipment, Transport, delivery and storage delays, penalties payable to third parties, contractual damages owed to third parties or any consequential or indirect financial loss.

10.5 Equipment Downtime: The Supplier accepts no responsibility for losses arising because: machinery cannot be used, production is interrupted, contracts are delayed, replacement equipment is hired, operators are unable to work and projects are delayed. The Customer is responsible for making appropriate contingency arrangements and insurance cover.

10.6 Customer's Duty to Mitigate: The Customer shall take all reasonable steps to minimise any loss arising from: defective Goods, delayed delivery, equipment failure, warranty issues and manufacturing defects. The Supplier shall not be liable for losses that could reasonably have been avoided.

10.7 Machine Compatibility: Unless expressly confirmed in writing, the Supplier accepts no responsibility for losses arising from: incompatible machinery, incorrect brackets and hydraulic systems; insufficient lifting capacity and tipping load, incorrect operating weight and tyre specification, inadequate ballast and machine instability. Responsibility for ensuring compatibility remains entirely with the Customer.

10.8 Safe Operation: The Supplier shall not be liable for any loss resulting from: operator error, unsafe working practices, failure to follow operating instructions, inadequate supervision, improper maintenance, use by untrained operators or operation beyond design limits.

10.9 Overloading: The Supplier shall have no liability for damage arising from operation exceeding: Rated Operating Capacity (ROC), Safe Working Load (SWL), tipping load, hydraulic operating pressure, hydraulic flow limits, structural design limits or any limits specified by the machine manufacturer.

10.10 Customer Modifications: The Supplier shall not be liable where the Goods have been: modified, welded, cut, drilled, strengthened, weakened, repainted in a manner concealing defects, structurally altered, fitted with unauthorised components and repaired without written approval.

10.11 Customer Instructions: Where Goods are manufactured in accordance with Customer instructions, drawings or specifications, the Supplier accepts no responsibility for: design errors, dimensional inaccuracies, engineering calculations supplied by the Customer, machine compatibility, product suitability, and intellectual property infringement.

10.12 Technical Advice: Any technical advice, guidance or recommendations provided by the Supplier: are provided in good faith, based upon information supplied by the Customer and do not constitute a guarantee of suitability. The

Customer remains responsible for verifying: machine suitability and hydraulic compatibility, operating conditions, bucket and lifting capacities and operational safety.

10.13 Material Characteristics: Where bucket capacities or attachment recommendations are based upon material densities supplied by the Customer or generally accepted industry values, the Supplier accepts no liability for variations resulting from: moisture content, compaction, contamination, differing material densities and inconsistent loading practices.

10.14 Hydraulic Systems: The Supplier accepts no responsibility for failures caused by: contaminated oil, incorrect oil grade, excessive hydraulic pressure, inadequate hydraulic flow, poor maintenance, incorrectly connected hoses, damaged couplings and external contamination.

10.15 Wear and Tear: The Supplier shall not be liable for normal wear arising from: abrasive materials, aggregates, demolition waste, recycled materials, compost, woodchip, fertiliser, grain, sugar beet, waste handling, quarrying, forestry and agricultural operations. The Customer is responsible for replacing consumable wear components.

10.16 Corrosion: The Supplier accepts no liability for corrosion resulting from: coastal environments, salt, fertilisers, chemicals, aggressive operating conditions, inadequate maintenance and damaged paintwork.

10.17 Third-Party Equipment: Where the Goods are used in conjunction with third-party equipment, the Supplier shall not be liable for failures arising from: machine defects, incompatible attachments, hydraulic incompatibility, electrical faults, operator controls and installation carried out by others.

10.18 Customer Indemnity: The Customer shall indemnify and keep indemnified the Supplier against all claims, losses, liabilities, damages, costs and expenses arising directly or indirectly from: misuse of the Goods, operation outside design limits, breach of these Terms, failure to comply with applicable legislation, negligent operation, Customer modifications, Customer-supplied specifications and infringement of third-party intellectual property rights resulting from Customer instructions.

10.19 Third-Party Claims: Where any third party brings a claim against the Supplier arising from the Customer's acts or omissions, the Customer shall fully indemnify the Supplier against: legal costs, damages, settlements, expert witness fees, investigation costs and associated professional expenses.

10.20 Insurance: The Customer is responsible for maintaining adequate insurance covering: public liability, employers' liability, plant insurance, hired-in plant (where applicable), business interruption, product liability where Goods are incorporated into other products and transport risks.

The Supplier shall not be responsible for losses that would ordinarily be insured under normal commercial insurance policies.

10.21 Time Limit for Claims: No claim arising under the Agreement may be commenced unless the Customer notifies the Supplier in writing: within the applicable warranty period or where no warranty applies, within 12 months of the event giving rise to the claim. After this period, the Supplier shall have no liability unless otherwise required by law.

10.22 Maximum Aggregate Liability: Where multiple claims arise from the same Order, the Supplier's total aggregate liability shall not exceed the total contract value of that Order. The Customer may not recover the same loss more than once under different legal causes of action.

10.23 Force Majeure: Neither party shall be liable for failure to perform obligations arising directly from a Force Majeure Event as defined in Chapter 1. Performance shall be suspended for the duration of the Force Majeure Event. Where such circumstances continue for more than 90 consecutive days, either party may terminate the affected part of the Agreement by written notice without liability, save for payment obligations accrued prior to termination.

10.24 Survival of Liability Provisions: The provisions of this Chapter shall continue to apply following: delivery, acceptance of the Goods, completion of Services, termination of the Agreement and expiry of any warranty.

11: Force Majeure

11.1 Definition of Force Majeure: For the purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party which prevents, delays or materially hinders the performance of its contractual obligations. Such events may include, but are not limited to: acts of God, flood, storm, lightning, earthquake, fire, explosion, public health emergency (epidemic or pandemic), war, civil war, terrorism, sabotage, civil unrest, riot, strikes or industrial disputes (excluding those involving the affected party's own workforce where reasonably avoidable), interruption of utilities, failure of telecommunications, failure of information technology systems, cyber attack, shortage of raw materials and shortage of labour, interruption of transport networks, shipping delays, port closures, customs delays, import or export restrictions, governmental action, sanctions, embargoes, changes in law, failure of subcontractors or suppliers arising from a Force Majeure Event and any other event beyond the reasonable control of the affected party.

11.2 Suspension of Obligations: Neither party shall be liable for any failure or delay in performing its obligations under the Agreement where such failure or delay results directly from a Force Majeure Event. Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. The obligations suspended shall recommence as soon as reasonably practicable after the Force Majeure Event has ceased.

11.3 Obligation to Notify: The affected party shall notify the other party as soon as reasonably practicable after becoming aware of the Force Majeure Event. Such notification should include, where reasonably possible: the nature of the Force Majeure Event, the obligations affected, the anticipated impact upon performance, the estimated duration, if known and

the steps being taken to minimise disruption. Failure to provide immediate notice shall not invalidate reliance upon this Chapter where circumstances reasonably prevented earlier notification.

11.4 Duty to Mitigate: The affected party shall use reasonable commercial endeavours to: minimise disruption, overcome the effects of the Force Majeure Event, resume performance as soon as reasonably practicable and keep the other party reasonably informed of significant developments.

Nothing within this clause shall require either party to incur unreasonable expenditure or accept unreasonable commercial risk.

11.5 Manufacturing Delays: Where a Force Majeure Event affects manufacturing operations, the Supplier shall be entitled to extend production schedules by a reasonable period. Such circumstances may include: shortages of steel, hydraulic components and purchased parts, interruption to laser cutting and machining service, subcontractor delays, utility failures and factory closures. The Supplier shall not be liable for delays arising from such events.

11.6 Supply Chain Disruption: The Supplier shall not be responsible for delays caused by interruptions affecting: steel mills, foundries, hydraulic component manufacturers, transport providers, shipping companies, importers, ports, customs authorities and utility providers. Reasonable extensions of delivery times shall apply automatically.

11.7 Material Price Increases: Where a Force Majeure Event causes exceptional increases in the cost or availability of: steel, aluminium, hydraulic components, purchased materials, transport, energy and subcontract services, The Supplier reserves the right to discuss revised delivery schedules or pricing with the Customer where manufacture has not yet been completed. No variation shall take effect unless agreed in writing, except where otherwise permitted under these Terms.

11.8 Delivery Delays: The Supplier shall not be liable for delayed delivery where such delay results directly or indirectly from: road closures, severe weather, transport shortages, driver and fuel shortages, shipping disruption, customs delays and governmental restrictions. Delivery dates shall be extended by a reasonable period.

11.9 Customer Obligations: Where the Customer is affected by a Force Majeure Event preventing acceptance of delivery, the Customer shall notify the Supplier promptly. The Supplier may: postpone delivery, place the Goods into storage, recover reasonable storage and additional insurance costs and rearrange transport.

11.10 Partial Performance: Where only part of the Agreement is affected by a Force Majeure Event, the unaffected obligations shall continue to be performed where reasonably practicable.

The parties shall cooperate in good faith to minimise disruption.

11.11 Allocation of Available Stock: Where shortages arise due to a Force Majeure Event, the Supplier reserves the right to allocate available manufacturing capacity, materials or finished Goods amongst its customers in a fair and commercially reasonable manner. Such allocation shall not constitute a breach of the Agreement.

11.12 No Right to Damages: Neither party shall be entitled to recover damages, compensation or losses from the other arising solely as a consequence of a Force Majeure Event.

Each party shall bear its own costs arising from the disruption unless otherwise expressly agreed.

11.13 Continued Payment Obligations: Force Majeure shall not relieve the Customer of its obligation to pay: invoices already issued, Goods already delivered, services already performed, accrued interest and any other sums due before the Force Majeure Event occurred.

11.14 Extended Force Majeure: Where a Force Majeure Event continues for more than 90 consecutive calendar days, either party may terminate the affected part of the Agreement by giving not less than 14 days' written notice. Termination shall not affect: accrued rights, completed deliveries, payment obligations, ownership rights, confidentiality obligations and intellectual property rights.

11.15 No Automatic Cancellation: A Force Majeure Event shall not automatically cancel: outstanding Orders, manufacturing work, bespoke fabrication and engineering design work.

The parties shall first seek to agree revised delivery dates or other reasonable commercial arrangements.

11.16 Recovery of Additional Costs: Where the Supplier incurs reasonable additional costs directly attributable to a Customer-requested delay following a Force Majeure Event, the Supplier reserves the right to recover such costs. These may include: storage, additional transport, re-handling, re-packaging, extended insurance and subcontractor cancellation charges.

11.17 Good Faith Cooperation: Both parties agree to cooperate in good faith during any Force Majeure Event and to use reasonable commercial endeavours to minimise disruption and preserve the contractual relationship wherever reasonably practicable.

11.18 Survival: The rights and obligations contained within this Chapter shall survive termination of the Agreement to the extent necessary to resolve any matters arising from a Force Majeure Event.

12: Intellectual Property, Confidentiality and Data Protection

12.1 Ownership of Intellectual Property: All Intellectual Property Rights created, owned or used by the Supplier before, during or after performance of the Agreement shall remain the exclusive property of the Supplier unless expressly assigned in writing. This includes, but is not limited to: engineering designs, product concepts, CAD models, fabrication drawings, manufacturing drawings, assembly drawings, calculations, technical specifications, design methodologies, software, CNC programmes, laser cutting files, press brake programmes, welding procedures, manufacturing processes,

product catalogues, brochures, technical manuals, photographs, videos, website content, trademarks, logos, registered and unregistered design rights, patents, copyright and confidential know-how.

12.2 No Assignment of Intellectual Property: The sale of Goods or provision of Services does not transfer ownership of any Intellectual Property Rights. The Customer receives only the right to use the Goods for their intended commercial purpose. No licence is granted to: reproduce designs, manufacture copies, modify engineering drawings, distribute technical documents and exploit the Supplier's intellectual property commercially, unless expressly agreed in writing.

12.3 Engineering Drawings: All engineering drawings supplied by the Supplier remain confidential and the intellectual property of the Supplier. Unless expressly authorised in writing, the Customer shall not: reproduce drawings, alter drawings, distribute drawings, copy drawings, publish drawings, permit third parties to use drawings and manufacture products from the drawings.

12.4 CAD Files: The Supplier shall not be obliged to provide: native CAD files, 3D models, manufacturing data, CNC files, laser profiles, bending programmes and fabrication information.

Where such information is supplied by agreement, it shall remain subject to the Supplier's Intellectual Property Rights and any agreed licence restrictions.

12.5 Tooling and Manufacturing Equipment: Unless otherwise agreed in writing, all: tooling, jigs, fixtures, templates, patterns, production aids, CNC programmes, manufacturing equipment, welding fixtures and inspection gauges developed by the Supplier shall remain its exclusive property, irrespective of whether the Customer has contributed towards development costs.

12.6 Customer Intellectual Property: The Customer retains ownership of its own: trademarks, logos, product names, drawings, technical documentation, specifications and proprietary information.

Nothing within these Terms transfers ownership of the Customer's Intellectual Property Rights to the Supplier.

12.7 Customer Licence: Where the Customer supplies drawings, specifications, logos or other Intellectual Property for the purpose of fulfilling an Order, the Customer grants the Supplier a non-exclusive, royalty-free licence to use such materials solely for: design, manufacture, quality control, delivery, warranty support, repair, maintenance and marketing approvals where expressly agreed. The licence shall terminate upon completion of the Agreement, except where retention is required by law or for warranty, quality assurance or record-keeping purposes.

12.8 Customer Warranty Regarding Intellectual Property: The Customer warrants that it has the necessary rights to provide any: drawings, specifications, logos, branding, technical information, designs, artwork and engineering data supplied to the Supplier. The Customer shall indemnify the Supplier against any claim arising from infringement of third-party Intellectual Property Rights resulting from the Customer's instructions or materials.

12.9 Confidential Information: Each party shall keep confidential all Confidential Information received from the other party. Confidential Information includes, but is not limited to: quotations, pricing, manufacturing methods, engineering calculations, technical specifications, commercial information, customer lists, supplier information, product development, prototype designs, financial information and business strategies.

12.10 Confidentiality Obligations: Neither party shall disclose Confidential Information to any third party except: with prior written consent, where required by law, where required by a court of competent jurisdiction, where disclosure is required to professional advisers, insurers or auditors who are themselves bound by duties of confidentiality and where reasonably necessary for performance of the Agreement.

12.11 Exceptions: The confidentiality obligations contained within this Chapter shall not apply to information which: is already in the public domain through no fault of the receiving party, was lawfully known before disclosure, is independently developed without reference to the confidential information and lawfully obtained from a third party without restriction.

12.12 Publicity: Unless otherwise agreed in writing, the Supplier may refer to the Customer as a purchaser of its Goods for reasonable marketing purposes. This may include: customer lists, project references, website case studies, trade exhibitions, promotional literature and social media.

The Supplier shall not disclose confidential technical or commercial information without the Customer's prior consent. Where the Customer objects to such use, it shall notify the Supplier in writing before the Order is accepted.

12.13 Photography: The Supplier may photograph Goods: during manufacture, before dispatch, during quality inspections and following installation where authorised. Such photographs may be used for: quality assurance, warranty records, technical support, training and marketing, provided that confidential customer information is not disclosed without consent.

12.14 Data Protection: Each party shall comply with all applicable data protection legislation, including: the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations (where applicable) and any replacement or successor legislation. Each party shall act as an independent data controller unless otherwise agreed in writing.

12.15 Processing of Personal Data: The Supplier may process personal data for purposes including: quotations, order processing, manufacturing, delivery, invoicing, warranty administration, customer support, legal compliance, fraud prevention and maintaining customer records. Personal data shall only be processed where there is a lawful basis under applicable legislation.

12.16 Data Security: The Supplier shall implement reasonable technical and organisational measures to protect personal data against: unauthorised access, accidental loss, destruction, alteration and unlawful disclosure. No system can be guaranteed to be completely secure, and the Supplier does not warrant absolute protection against cyber threats.

12.17 Retention of Records: The Supplier may retain records relating to Orders, quotations, drawings, warranties and customer communications for as long as reasonably necessary for: contractual purposes, legal obligations, accounting requirements, warranty support, product traceability, health and safety investigations and insurance purposes.

12.18 Freedom of Information: Where the Customer is subject to the Freedom of Information Act 2000 or similar legislation, the Customer shall consult with the Supplier before disclosing any information identified by the Supplier as commercially confidential. Nothing in this clause shall prevent disclosure where required by law.

12.19 Continuing Obligations: The obligations contained within this Chapter shall survive: completion of the Agreement, termination of the Agreement, expiry of any warranty and final payment for a period of five (5) years, except in relation to Intellectual Property Rights, which shall continue indefinitely where permitted by law.

12.20 Remedies: The Customer acknowledges that unauthorised use or disclosure of the Supplier's Intellectual Property or Confidential Information may cause irreparable harm. Accordingly, the Supplier shall be entitled, in addition to any other remedies available at law, to seek: injunctive relief, specific performance, damages, recovery of legal costs and any other equitable remedy available under English law.

13: Termination and Consequences of Termination

13.1 Right to Terminate: Either party may terminate the Agreement in accordance with the provisions of this Chapter. Termination shall not affect any rights, remedies or obligations which have accrued prior to the date of termination.

13.2 Termination by the Supplier: The Supplier may terminate the Agreement immediately by written notice if the Customer: commits a material breach of these Terms and fails to remedy that breach within 14 calendar days of receiving written notice requiring it to do so, fails to make payment when due, repeatedly breaches these Terms, provides materially false or misleading information, refuses to accept delivery without lawful justification, becomes subject to an Insolvency Event, ceases or threatens to cease trading, has a receiver, administrator or liquidator appointed, enters into any arrangement with creditors, has assets seized or subject to enforcement action which may materially affect its ability to perform the Agreement or acts in a manner likely to damage the Supplier's reputation or commercial interests.

13.3 Suspension Before Termination: Before exercising its right to terminate, the Supplier may, at its sole discretion: suspend manufacture, suspend engineering work, suspend delivery, suspend warranty support for unpaid Goods, refuse further Orders and require payment in advance for future work. Any such suspension shall not constitute a breach of the Agreement by the Supplier.

13.4 Termination by the Customer: The Customer may terminate the Agreement if the Supplier: commits a material breach of the Agreement, fails to remedy that breach within 30 calendar days after receiving written notice requiring it to do so or becomes subject to an Insolvency Event preventing continued performance of the Agreement. Termination shall be without prejudice to any rights already accrued.

13.5 Immediate Termination: Either party may terminate the Agreement immediately where: continued performance would be unlawful, a court of competent jurisdiction orders termination, a Force Majeure Event continues beyond the period specified in Chapter 11 and the Agreement is frustrated by the operation of law.

13.6 Customer Cancellation Following Default: Termination by the Customer shall not relieve the Customer from liability for: Goods already manufactured, work in progress, engineering design, purchased materials, subcontract costs, transport commitments, storage charges and any other costs reasonably incurred before termination. The Supplier shall be entitled to recover such costs in accordance with these Terms.

13.7 Outstanding Payments: Upon termination, all outstanding sums owed by the Customer shall become immediately due and payable, including: unpaid invoices, accrued interest, completed manufacturing work, partially completed work, storage charges, transport costs, engineering charges and legal costs recoverable under these Terms.

13.8 Recovery of Goods: Where ownership has not passed under Chapter 6, the Supplier may: recover unpaid Goods, require immediate return of Goods, enter premises in accordance with applicable law for the purpose of recovery, suspend further deliveries and enforce its Retention of Title rights.

13.9 Work in Progress: Upon termination, the Supplier may, at its discretion: complete manufacture and invoice the Customer, suspend manufacture, dismantle partially completed Goods, retain purchased materials and dispose of materials where appropriate. Where Goods have been manufactured specifically for the Customer, the Supplier shall be entitled to payment for work completed up to the date of termination.

13.10 Customer Property: Following termination, the Customer shall promptly collect any: machinery, attachments, components, brackets, tooling, materials and equipment belonging to the Customer and held by the Supplier. Storage charges may apply in accordance with Chapter 9.

13.11 Supplier Property: The Customer shall immediately return any property belonging to the Supplier, including: demonstration equipment, loaned attachments, technical manuals provided on loan, prototype equipment, confidential documentation and drawings supplied on a returnable basis. Until returned, the Customer shall remain responsible for their safekeeping.

13.12 Confidential Information: Upon termination, each party shall, upon request: return confidential documents, securely destroy confidential electronic information where appropriate and cease unauthorised use of confidential information. Copies retained solely for legal, insurance or regulatory compliance purposes may be retained subject to continuing confidentiality obligations.

13.13 Intellectual Property: Termination shall not affect the Supplier's ownership of: engineering drawings, CAD files, technical specifications, manufacturing methods, software, trademarks, design rights, patents and confidential know-how. All Intellectual Property Rights shall remain vested in the Supplier.

13.14 Existing Orders: Termination of one Order shall not automatically terminate other Orders unless expressly stated in the notice of termination. Each Order shall be treated as a separate contract unless otherwise agreed in writing.

13.15 Warranty Obligations: Termination shall not affect valid warranty obligations relating to Goods already supplied, provided that: payment has been made in full, the Customer has complied with these Terms and no warranty exclusion applies. The Supplier may suspend warranty services where payment remains outstanding.

13.16 Records: The Supplier may retain: Order records, drawings, inspection reports, quality documentation, invoices, warranty information and customer correspondence for legal, regulatory and operational purposes following termination.

13.17 Survival of Clauses: Termination shall not affect the continued operation of provisions relating to: payment, Retention of Title, warranty limitations, limitation of liability, confidentiality, intellectual property, indemnities, governing law, dispute resolution and any clause which by its nature is intended to survive termination.

13.18 No Waiver of Rights: Termination of the Agreement shall not constitute a waiver of any rights or remedies available to either party in respect of any antecedent breach. Either party may pursue any remedy available under the Agreement or at law.

13.19 Accrued Rights: All rights, liabilities and obligations accrued before termination shall continue in full force and effect until discharged. Termination shall not affect any cause of action that has arisen before the termination date.

13.20 Final Account: Following termination, the Supplier may issue a final account detailing: Goods supplied, Services performed, work in progress, design charges, materials purchased, transport costs, storage charges, interest and any other sums due. Payment shall become due in accordance with Chapter 4 or immediately where these Terms so provide.

13.21 Entire Remedy: The rights of termination contained within this Chapter are cumulative and do not exclude any other contractual or statutory rights available to either party.

The Supplier may exercise any available remedy independently or simultaneously where permitted by law.

14: General Provisions

14.1 Entire Agreement: These Terms and Conditions, together with any Quotation, Order Acknowledgement, Specification and any other documents expressly incorporated by reference, constitute the entire agreement between the Supplier and the Customer. They supersede all previous: negotiations, discussions, correspondence, representations, understandings and agreements whether oral or written, relating to the subject matter of the Agreement. Each party acknowledges that it has not relied upon any statement or representation not expressly contained within the Agreement. Nothing in this clause excludes liability for fraudulent misrepresentation.

14.2 Variation: No amendment, variation or modification of the Agreement shall be effective unless: made in writing and signed or otherwise expressly agreed by authorised representatives of both parties. For the purposes of this clause, written agreement includes correspondence exchanged by email where the parties clearly intend to vary the Agreement.

14.3 Waiver: No delay or failure by either party to exercise any right or remedy under the Agreement shall constitute a waiver of that right. A waiver shall only be effective if: made in writing and signed by an authorised representative of the party granting the waiver. A waiver relating to one breach shall not constitute a waiver of any subsequent breach.

14.4 Severability: If any provision of these Terms is found by a court or other competent authority to be: invalid, illegal, unenforceable or void, that provision shall, to the extent necessary, be deemed modified or severed. The remaining provisions shall continue in full force and effect. Where possible, any invalid provision shall be interpreted in a manner that most closely reflects the original commercial intention of the parties.

14.5 Assignment: The Customer shall not assign, transfer, novate, subcontract or otherwise dispose of any of its rights or obligations under the Agreement without the Supplier's prior written consent.

The Supplier may assign, transfer or subcontract its rights or obligations where reasonably necessary for the performance of the Agreement. The Supplier shall remain responsible for the acts and omissions of any subcontractor engaged by it.

14.6 Subcontracting: The Supplier may engage appropriately qualified subcontractors to undertake elements of: manufacture, machining, fabrication, coating, painting, transport, installation, engineering services, and testing. Such subcontracting shall not relieve the Supplier of its contractual obligations to the Customer.

14.7 Notices: Any notice given under the Agreement shall be: in writing, clearly identify the relevant Order or Agreement where applicable, sent by one of the following methods, personal delivery, first-class post, recorded delivery, recognised courier service or email. Notices shall be sent to the addresses or email addresses last notified by each party. Unless evidence to the contrary is provided, notices shall be deemed received: if delivered personally, on delivery, if sent by first-class post, two Business Days after posting, if sent by courier, on the date confirmed by the courier and if sent by email, at the time of transmission, provided no delivery failure notification has been received.

14.8 Electronic Communications: The parties agree that quotations, Order acknowledgements, approvals, engineering drawings, invoices and other contractual communications may be exchanged electronically. Electronic records shall be admissible as evidence of communications between the parties.

14.9 Relationship of the Parties: Nothing within the Agreement shall create: a partnership, a joint venture, an agency relationship, an employment relationship or authority for either party to bind the other. Each party acts as an independent contracting party.

14.10 Third Party Rights: A person who is not a party to the Agreement shall have no right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise. This shall not affect any right or remedy available independently of that Act.

14.11 Export Compliance: Where Goods are supplied outside the United Kingdom, the Customer shall be responsible for complying with all applicable: export controls, import regulations, customs requirements, licensing requirements, sanctions legislation and local legal requirements. The Supplier shall not be liable for delays or losses arising from the Customer's failure to comply with such obligations.

14.12 Anti-Bribery and Ethical Conduct: Each party shall comply with all applicable anti-bribery and anti-corruption legislation, including the Bribery Act 2010. Neither party shall: offer, request, receive or provide any improper financial or other advantage in connection with the Agreement. Any material breach of this clause shall entitle the innocent party to terminate the Agreement immediately.

14.13 Modern Slavery: The Supplier is committed to conducting its business ethically and expects its suppliers and customers to comply with all applicable legislation relating to: modern slavery, forced labour, child labour and human trafficking. Upon reasonable request, each party shall provide information demonstrating compliance with applicable legislation.

14.14 Exported Goods: Where the Customer exports the Goods after delivery, the Customer shall be responsible for ensuring that the Goods comply with local laws, appropriate certifications are obtained, any necessary modifications are carried out by competent persons and all import duties and taxes are paid. The Supplier gives no warranty that the Goods comply with legislation outside the United Kingdom unless expressly agreed in writing.

14.15 No Exclusivity: Nothing within the Agreement grants the Customer any exclusive rights relating to: products, territories, industries, markets or future supply. The Supplier shall remain free to manufacture and supply similar products to other customers.

14.16 Record Keeping: The Supplier may retain commercial and technical records relating to the Agreement, including: quotations, orders, invoices, engineering drawings, inspection reports, warranty records, customer correspondence and delivery documentation for such period as it reasonably considers necessary to meet legal, contractual and operational requirements.

14.17 Further Assurance: Each party shall, upon reasonable request and at its own expense, execute such further documents and perform such further acts as may reasonably be required to give full effect to the Agreement.

14.18 Dispute Resolution: In the event of any dispute arising out of or in connection with the Agreement, the parties shall use reasonable endeavours to resolve the dispute through good faith negotiations before commencing formal legal proceedings. Nothing in this clause shall prevent either party from seeking: injunctive relief, recovery of unpaid sums, enforcement of Retention of Title rights or any urgent remedy available through the courts.

14.19 Governing Law: The Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

14.20 Jurisdiction: The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

14.21 Headings: Clause headings are included for convenience only and shall not affect the interpretation of these Terms.

14.22 Counterparts: Where the Agreement is executed by signature, it may be signed in any number of counterparts, each of which shall constitute an original and together shall constitute one Agreement. Electronic signatures shall be deemed valid to the fullest extent permitted by applicable law.

14.23 Survival: Any provision which, by its nature or express wording, is intended to survive completion, expiry or termination of the Agreement shall continue in full force and effect. This includes, without limitation, provisions relating to: payment, confidentiality, intellectual property, warranties, limitation of liability, indemnities, Retention of Title, governing law and dispute resolution.

15: Document Control, Acceptance and Execution

15.1 Acceptance of these Terms: The Customer shall be deemed to have accepted these Terms and Conditions upon the earliest of: signing the Supplier's quotation, signing an Order, issuing a purchase order, providing written acceptance by email or other electronic means, paying any deposit, requesting manufacture to commence, accepting delivery of the Goods, collecting the Goods, permitting installation to commence or otherwise acting in a manner consistent with acceptance of the Agreement. Acceptance shall constitute acceptance of these Terms in their entirety.

15.2 Precedence of Documents: In the event of any inconsistency between contractual documents, the following order of precedence shall apply: 1. Any written agreement expressly signed by both parties, 2. The Supplier's Order Acknowledgement, 3. The Supplier's Quotation, 4. Any agreed Specification, 5. These Terms and Conditions and 6. Any Customer purchase order, terms or conditions. Customer terms of purchase shall not apply unless expressly accepted in writing by a Director of the Supplier.

15.3 Customer Purchase Orders: Any Customer purchase order shall be treated solely as an administrative document confirming the Goods or Services required. Any standard purchasing conditions contained within the Customer's purchase order shall be excluded unless expressly accepted in writing by the Supplier.

15.4 Authority: Each person placing an Order on behalf of the Customer warrants that they possess full authority to bind the Customer to the Agreement. The Supplier shall be entitled to rely upon such authority unless notified otherwise in writing before acceptance of the Order.

15.5 Document Revisions: The Supplier reserves the right to amend these Terms and Conditions from time to time. Any revised version shall apply only to Orders accepted after the effective date of the revised Terms unless otherwise agreed in writing. Orders already accepted shall remain governed by the version in force on the date the Agreement was formed.

15.6 Version Control: Each edition of these Terms shall contain: a version number, an effective date and details of any significant revisions where appropriate. The Supplier recommends that Customers retain a copy of the applicable version for their records.

15.7 Electronic Copies: These Terms may be issued: in printed form, electronically, by email, via the Supplier's website, as part of a quotation pack and through an electronic ordering system. Each format shall have equal contractual effect.

15.8 Evidence of Acceptance: Electronic records maintained by the Supplier, including: email correspondence, online quotation approvals, purchase orders, electronic signatures, payment records, delivery records and collection documentation may be relied upon as evidence that the Agreement has been formed.

15.9 Continuing Supply: Where the Supplier supplies Goods or Services to the Customer on more than one occasion, these Terms shall apply to every subsequent Order unless otherwise agreed in writing. The placing of each new Order shall constitute acceptance of the current version of these Terms.

15.10 Independent Legal Advice: The Customer acknowledges that it has had the opportunity to obtain independent legal and professional advice before entering into the Agreement.

Failure to obtain such advice shall not affect the validity or enforceability of these Terms.

15.11 Execution: These Terms and Conditions are issued by: B.A. Caulkett Ltd. They become legally binding upon acceptance by the Customer in accordance with Clause 15.1.

15.12 Document Details: Document Title: Terms and Conditions of Sale, Version 1.0

Effective Date: _____

Approved By: _____

Position: Director

Review Date: _____

15.13 Contact Details: B.A. Caulkett Ltd

Head Office: 15 Homefield Road, Haverhill, Suffolk CB98QP

Telephone: 01440 706429, Email: sales@bacaulkett.com, Website: <https://bacaulkett.com>

15.14 Final Provision: These Terms and Conditions represent the complete contractual framework governing the supply of Goods and Services by B.A. Caulkett Ltd. They have been prepared to reflect current UK commercial law and the practical requirements of a specialist manufacturer of heavy-duty material handling attachments and engineering products.

16: Schedule: Product Care, Inspection and Maintenance Guidelines

16.1 Purpose: This Schedule provides general guidance for the safe use, inspection and maintenance of B.A. Caulkett products. It does not replace: the machine manufacturer's operating instructions, applicable legislation, site-specific risk assessments, operator training or the Customer's own maintenance procedures. Compliance with this Schedule will assist in maximising product life, maintaining safe operation and supporting warranty claims under Chapter 8.

16.2 Daily Pre-Use Inspection: Before each period of operation, the operator should visually inspect the attachment for signs of damage or excessive wear. Particular attention should be given to: attachment locking mechanism, quick hitch engagement, pivot pins, retaining clips, bushes, hydraulic hoses, hydraulic couplings, hydraulic cylinders, welds, structural members, cutting edges, bucket floor, heel plates, wear strips, lifting points, grease points, safety decals and identification plates. The attachment should not be used if defects affecting safe operation are identified.

16.3 Weekly Inspection: At least once each week, or more frequently in severe operating conditions, the Customer should inspect: all pivot points, grease distribution, excessive play, cracking around welds, structural distortion, hydraulic leaks, loose fasteners, damaged paint exposing bare steel and wear components. Any defects should be repaired before further operation.

16.4 Lubrication: All grease points should be lubricated at intervals appropriate to the operating conditions. In severe environments such as: waste handling, demolition, quarrying, forestry, composting and agricultural work more frequent lubrication may be necessary. Only lubricants recommended by the machine or component manufacturer should be used.

16.5 Hydraulic Equipment: Where hydraulic systems are fitted: inspect hoses daily, replace damaged hoses immediately, investigate hydraulic leaks without delay, maintain correct hydraulic oil cleanliness and ensure hydraulic pressures remain within specified limits. Never attempt to locate hydraulic leaks using hands or exposed skin.

16.6 Wear Components: Wear components should be monitored regularly. These include: cutting edges, bolt-on wear edges, bucket teeth, wear strips, heel plates, bushes, pins and scraper blades. Replacement before excessive wear occurs helps prevent damage to the main structure.

16.7 Structural Inspection: Regular inspections should be undertaken for: cracked welds, bent structural members, distortion, fatigue, impact damage and excessive corrosion. Structural repairs should only be carried out by competent personnel using approved welding procedures.

16.8 Cleaning: Attachments should be cleaned regularly to remove: soil, fertiliser, salt, waste products, chemicals and compacted material. Regular cleaning assists inspection and reduces corrosion.

16.9 Storage: When not in use, attachments should: be stored on firm level ground, be protected from standing water, be stored with hydraulic connections capped, be cleaned before long-term storage and receive corrosion protection where appropriate.

16.10 Repainting: Areas where paint has been damaged should be repaired promptly to minimise corrosion. Surface preparation should remove loose rust before repainting.

16.11 Operator Training: Operators should receive appropriate instruction covering: attachment fitting, safe loading, lifting limitations, hydraulic operation, stability considerations, daily inspections and emergency procedures. Only competent personnel should operate the equipment.

16.12 Record Keeping: The Customer is encouraged to maintain records of: inspections, lubrication, servicing, repairs, replacement parts, operating hours and structural inspections. These records may assist with warranty assessments and future maintenance planning.

16.13 Genuine Replacement Parts: For optimum safety and performance, the Supplier recommends the use of genuine B.A. Caulkett replacement parts or components approved in writing by the Supplier. The use of non-approved parts may: reduce product performance, affect compatibility, accelerate wear, compromise safety, and invalidate warranty provisions where the failure is attributable to the non-approved part.

16.14 Technical Assistance: Should any uncertainty arise regarding: maintenance, servicing, repairs, machine compatibility, spare parts, refurbishment or safe operation, the Customer should contact B.A. Caulkett Ltd before continuing to use the equipment. Prompt technical advice can often prevent unnecessary damage and minimise operational downtime.

17: Schedule: Engineering Tolerances, Product Specifications and Manufacturing Standards

17.1 Purpose: This Schedule sets out the general engineering standards and manufacturing tolerances that apply to the Goods supplied by B.A. Caulkett Ltd. Unless expressly agreed otherwise in writing, these tolerances form part of the contractual Specification. The purpose of this Schedule is to recognise that fabricated steel products cannot be manufactured to absolute dimensional perfection and that reasonable engineering tolerances are both expected and acceptable.

17.2 Manufactured Steel Fabrications: The Goods are fabricated using recognised engineering and welding practices. Due to the nature of steel fabrication, slight variations may occur as a result of: welding distortion, material rolling tolerances, thermal expansion, fabrication processes, machining tolerances, paint thickness or assembly tolerances. Such variations shall not constitute defects.

17.3 Dimensions: Unless otherwise specified in writing, overall manufactured dimensions are subject to normal engineering tolerances. Dimensions shown on: quotations, approval drawings, catalogues, brochures, websites or technical literature should be regarded as nominal dimensions.

17.4 Capacity: Quoted bucket capacities are nominal capacities. Actual working capacity may vary depending upon: material characteristics, angle of repose, moisture content, loading method, operator technique and optional wear components. Capacity variations resulting from these factors shall not constitute a manufacturing defect.

17.5 Weight: Published product weights are approximate. Actual weight may vary due to: material batch variations, steel thickness tolerances, optional equipment, hydraulic components, manufacturing processes or paint systems. Reasonable variations shall be considered acceptable.

17.6 Surface Finish: The Customer acknowledges that fabricated engineering products may display: weld profiles, grinding marks, fabrication marks, heat discolouration beneath paint, minor surface irregularities or paint texture variation. These characteristics are consistent with heavy engineering manufacture and shall not be regarded as defects.

17.7 Weld Appearance: All structural welding shall be undertaken using recognised welding procedures by suitably competent personnel. Visual differences in weld appearance do not necessarily indicate differences in structural strength. Acceptance shall be based upon engineering integrity rather than cosmetic appearance.

17.8 Paint Finish: Paint systems are designed primarily to provide corrosion protection. Minor cosmetic variations including: orange peel, slight colour variation, overspray in concealed areas, touch-up repairs, handling marks and transport marks shall not constitute manufacturing defects.

17.9 Hydraulic Components: Hydraulic cylinders, hoses and fittings may be supplied by approved third-party manufacturers. Equivalent alternative components may be substituted where necessary, provided they meet the required engineering specification.

17.10 Product Improvements: B.A. Caulkett Ltd continually develops and improves its products. The Supplier reserves the right to introduce changes to: materials, fabrication methods, welding techniques, hydraulic components, wear protection, paint systems, design features and manufacturing processes without prior notice, provided that the overall functionality is not materially reduced.

17.11 Replacement Components: Replacement parts supplied during the life of a product may differ cosmetically from the original components owing to: product development, supplier changes, manufacturing improvements and material availability. Such differences shall not affect the validity of any warranty.

17.12 Compatibility: Attachments are manufactured for specified machine interfaces. The Customer remains responsible for confirming: correct carriage type, pin centres, hydraulic connections, machine operating capacity, safe working load, hydraulic flow and operating pressure.

17.13 Product Photography: Photographs contained within are intended for illustration only: catalogues, brochures, websites, social media, advertising and exhibitions. Products supplied may vary slightly owing to ongoing engineering improvements or customer-specified options.

17.14 Manufacturing Standards: Where applicable, Goods shall be manufactured in accordance with recognised engineering practice and relevant industry standards current at the date of manufacture. Unless expressly agreed otherwise, no specific British Standard, European Standard or ISO standard shall form part of the Agreement unless expressly referenced within the Quotation or Specification.

17.15 Acceptance Criteria: The following shall not of themselves constitute manufacturing defects: minor dimensional tolerances within accepted engineering practice, cosmetic weld variation, slight paint imperfections, nominal weight variation, nominal capacity variation, minor manufacturing marks and differences between product photographs and the finished Goods resulting from ongoing product development.

17.16 Customer Acknowledgement: By accepting delivery of the Goods, the Customer acknowledges that fabricated steel engineering products are manufactured within recognised engineering tolerances and are intended to be assessed on the basis of structural integrity, safety and functional performance rather than cosmetic perfection.