



## Neptune Injection Ltd Terms & Conditions

### **1 Acceptance & Conditions**

- a. Purchase orders will only be accepted when the corresponding quotation number is referenced within the document.
- b. Purchase orders placed with Neptune Injection Ltd detailing the quotation reference will be deemed as an acceptance to these terms and conditions.
- c. All financial responsibilities for the purchase order placed are those of the company placing the purchase order.

### **2 Cancellation or Suspension of order**

- a. Purchase orders received cannot be cancelled, deferred, or put on hold regardless of the status of that purchase order, unless full agreement has been arranged with Neptune Injection Ltd.
- b. Purchase orders that have been agreed to be cancelled, deferred, or put on hold will be subject to a cost review. Any costs incurred due to this arrangement will be calculated at Neptune Injection Ltd discretion and charged to the customer.

### **3 Prices**

- a. All prices quoted are net.
- b. Unless the purchase order is accompanied by sufficient information/data required + agreed deposits stated on the quotation to proceed with the purchase order forthwith, Neptune Injection Ltd are at liberty to amend the prices to cover any increase in costs.
- c. Any change in quoted costs outside the control of Neptune Injection Ltd within the period of lead-time stated deemed an unacceptable increase can be at Neptune Injection Ltd discretion charged onto the customer.

### **4 Terms of Payment**

- a. All account payment terms are due 30 days end of month of invoice (unless otherwise agreed) and excluding injection mould making. (See below 4.b)
- b. Mould making terms: 40% (**deposit payment**) within 5 working days of purchase order placed.  
40% (**delivery payment**) 30 Days EOM.  
20% (**final payment**) 30 days EOM or on component approval (whichever is sooner)
- c. The goods remain the property of Neptune Injection Ltd until paid in full.

### **5 Liability to the customer**

- a. Once a purchase order has been completed, approved and delivery accepted by the customer or persons representing the customer, by means of delivery note acceptance/signature there will be a "cool off period" of 7 days. After this period of time Neptune Injection Ltd contractual obligations to any purchase order placed will have ceased.
- b. Neptune Injection Ltd unless otherwise stated within the quotation do not give any guarantees' for works/services or products supplied.
- c. Neptune Injection Ltd will take every effort and reasonable care to protect its customer's assets whilst on their premises but does not accept liability for loss or damage arising from accident, theft, larceny, riot or act of war.
- d. Customers are responsible for their own assets whilst located within Neptune Injection Ltd premises. If no reciprocal contact has been made by the customer/ Neptune Injection Ltd and no orders placed associated with those assets after a period of 3 years Neptune Injection Ltd have the discretion to dispose of the assets as they see fit.

### **6 Technical**

- a. Prices quoted include tool design, management charges, all materials out lined within the quotation.
- b. Tooling Plan and or Lead-time detail are for guide purposes only. Work will commence after GA sign off. Projects will not begin until the deposit has been received.
- c. The delivery lead-times of any individual purchase order can be moved as a project progresses at Neptune Injection Ltd discretion.
- d. GA sign off is the responsibility of the customer. Delay in GA sign off may cause delivery delays.
- e. Payment details, final issue CAD + any element which the customer is responsible for which is delayed from submission to Neptune Injection Ltd may cause overall delivery delays.
- f. CAD of all components outlined within this quotation is the responsibility of the customer. Any technical advice given by Neptune Injection Ltd is for the purpose of tool design only.
- g. Neptune Injection Limited is not liable for any consequential loss in relation to the contracted mould.
- h. Component design changes post tool GA sign off or at any time though out this project including post T1 trials will be deemed as extra works and quoted for and the costs for such changes will be the responsibility of the customer. Changes may affect tooling deliveries.
- i. Material spec, shrinkage, host machine details and gate positron are the responsibility of the customer and need to be submitted with the purchase order.
- j. Neptune Injection Ltd will be responsible, where applicable, for supplying component samples that are dimensionally correct working to the supplied final issue CAD + shrinkage.
- k. If Neptune Injection Ltd progress/develop/test any tooling/components it will be with the authorisation of the customer; such works will **not** be deemed a change to the design/ IP/pattern of any individual product.
- l. Neptune injection Ltd is not liable for the press/equipment of the client for which a tool is being operated in.

### **7 Tooling Guarantees/Warranty**

- a. Tool life expectancy quoted is **not** a tooling guarantee or warranty.
- b. Tooling guarantee(s) or warranties will be an agreed separate contract and tailored to each individual mould tool.



- c. Tooling guarantee(s) or warranties are only granted on the basis of scheduled regular servicing carried out by a Neptune Injection Ltd engineer on any particular mould tool(s) that is covered by the agreed contract, the labour costs and any mould tool components that need replacing at the time of servicing that is deemed general wear and tear will be charged to the customer.
- d. If for any reason the service schedule is not completed, or service intervals missed the tooling guarantee(s)/warranties contract agreed will become void and all obligations cease.
- e. If at any time during the tooling guarantee(s) contract a Neptune Injection Ltd engineer deems the mould tool(s) covered by the guarantee has been misused, poorly processed or any other action which would cause damage, accelerated wear to any aspect of the mould tool the guarantee/warranty will become void.

#### **8 Carriage**

- a. Unless otherwise agreed/stated prices quoted do not include delivery charges.
- b. Delivery will be made by our standard method unless otherwise requested by the customer. Extra cost for special deliveries will be charged to the customer cost.

#### **9 Delivery**

- a. Details of delivery lead-times stated within quotations are accounted for in section(s): 6a, b, c, d, e, and g.
- b. Delivery of mould tools/product via works van will be insured to the value of £50000 for total load. Customers are responsible for insuring any individual item that exceeds this value.

#### **10 Damage / Shortage/ loss**

- a. Neptune Injection Ltd does not accept responsibility for any damage, shortage or loss in transit unless:  
Notified in writing both to Neptune Injection Ltd and the carrier(s) within 5 working days from receipt of goods and have been handled the delivery in accordance with the carriers T&C's for non-delivery (in the case of total loss).

#### **11 Samples**

- a. Samples/prototypes sensitive design/drawing supplied by the customer will be treated with commercial confidentiality. It will be the responsibility of the customer to provide appropriate NDA agreements cover an individual component/project.
- b. Samples/prototypes supplied to Neptune Injection Ltd for the purpose of evolving the design process are the responsibility of the customer.

#### **12 Defects/ Defective Parts**

- a. Moulded components that are deemed defective by the customer are to be returned to Neptune Injection Ltd for internal inspection within 10 working days from receipt of delivery. Neptune Injection Ltd are to be given every opportunity to correct defects/corrections. Furthermore on new moulds/Tooling corrections are only to be carried out by Neptune Injection Ltd, unless instructed otherwise, until the tool is paid in full.  
Neptune Injection Ltd has the right to offer a credit against the cost of any defective parts if the commercial production cost is assessed to be unacceptable.
- b. New Mould tools once approved are the responsibility of the customer any defects/damage will be deemed as an external issue and not the responsibility of Neptune Injection Ltd.
- c. Supplied mould tools are the responsibility of the customer any defects/damage will be deemed as an external issue and not the responsibility of Neptune Injection Ltd.

#### **14 Infringements**

- a. The customer shall indemnify Neptune Injection Ltd against all damages, penalties, costs and expenses arising out of the infringement of any patent or registered design or trademark including IP (or any claim for such infringement) involved in work(s) carried out in accordance with the buyers specification.

#### **15 Termination for the breach of contract / bankruptcy.**

- a. If the customer makes default in or commits any breach of their obligations under this contract, or if any distress or execution shall be levied upon them, their property or assets, or if the customer shall make any arrangement or composition with creditors or shall commit and act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against them, or if (where the customer is a limited liability company) any resolution or petition to wind up such company shall be passed or presented (otherwise than for the purpose of bona fide reconstruction or amalgamation) or if a receiver of such company's undertakings, property or assets or any part thereof shall be appointed, in any such event Neptune Injection Ltd shall have the right forthwith to determine any subsisting contract with the customer, and upon written notice of such determination being posted by us to the customer's last known address, any such contract shall be deemed to have been determined, without prejudice to any right or remedy to which may have been entitled.
- b. The goods remain the property of Neptune Injection Ltd until paid in full.

#### **18 Suppliers**

- a. All/Any external manufactured parts/supplied parts or tooling remain the property of Neptune Injection Limited until paid for in full by the customer.
- b. Any warranties may be void if modifications are made and not advised to Neptune Injection Limited

#### **17 Legal constructions.**

- a. This contract shall be constructed according to and governed by English law.