



## **Neptune Injection Ltd – Terms and Conditions**

### **1. Acceptance of Orders**

- a. Purchase orders will only be accepted where the relevant quotation reference is clearly stated.
  - b. Submission of a purchase order referencing a Neptune Injection Ltd quotation constitutes acceptance of these Terms and Conditions.
  - c. The customer placing the purchase order accepts full financial responsibility for the order.
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### **2. Cancellation or Suspension**

- a. Purchase orders may not be cancelled, delayed, or suspended without prior written agreement from Neptune Injection Ltd, regardless of order status.
  - b. Any agreed cancellation, delay, or suspension will be subject to a cost review. All costs incurred will be determined at the discretion of Neptune Injection Ltd and charged to the customer.
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### **3. Pricing**

- a. All quoted prices are net of taxes and additional charges unless otherwise stated.
  - b. Neptune Injection Ltd reserves the right to amend prices where sufficient information, data, or agreed deposits are not provided at the time of order to allow immediate progression.
  - c. Any cost increases outside the control of Neptune Injection Ltd during the stated lead time may be passed on to the customer where deemed reasonable.
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### **4. Payment Terms**

- a. Standard payment terms are 30 days end of month from invoice date, unless otherwise agreed in writing (excluding mould manufacture – see below).

#### **b. Mould Manufacture Payment Terms:**

- 40% deposit payable within 5 working days of purchase order
- 40% payable 30 days end of month following delivery
- 20% payable 30 days end of month or upon component approval (whichever occurs first)

- c. Title to all goods remains with Neptune Injection Ltd until full payment has been received.

- d. All goods must be called off within the specified time as agreed. If not, we reserve the right to invoice for non-utilised materials or stock. The price may increase depending on the time that has lapsed.
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### **5. Liability**

- a. Upon delivery and acceptance (evidenced by signed delivery documentation), a 7-day inspection period applies. After this period, Neptune Injection Ltd shall have no further contractual liability in relation to the order.
- b. Unless expressly stated, no guarantees or warranties are provided on goods or services supplied.



- c. While reasonable care will be taken, Neptune Injection Ltd accepts no liability for loss or damage to customer property caused by events beyond its control, including but not limited to theft, fire, accident, or civil disturbance.
  - d. Neptune injection has no liability for other force majeure factors outside of their control, which may effect delivery lead times or production which includes Energy spikes, machine breakdowns and supplier failure.
  - e. Customers are responsible for insuring their own assets held at Neptune Injection Ltd premises. Assets unclaimed and with no related activity for a period of 3 years may be disposed of at Neptune Injection Ltd.'s discretion. We hold the right to charge for storage fees for tooling, materials or stock.
  - f. We reserve the right to invoice storage fees after 6 months of non activity.
  - g. Customers must notify Neptune Injection Ltd in writing if they do not consent to their tooling or components being used for marketing or social media purposes.
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## **6. Technical**

- a. Quotations include tool design, project management, and materials as specified.
  - b. Tooling plans and lead times are indicative only. Work will commence only after GA (General Arrangement) approval and receipt of deposit.
  - c. Delivery lead times may be adjusted during the project at the discretion of Neptune Injection Ltd.
  - d. GA approval is the responsibility of the customer. Delays in approval may affect delivery timelines.
  - e. Delays in providing required information (including CAD data or payment details) may result in revised delivery dates.
  - f. All component CAD data is the responsibility of the customer. Any technical advice provided is for tooling purposes only.
  - g. Neptune Injection Ltd shall not be liable for any consequential losses arising from tooling or production.
  - h. Any design changes after GA approval (including post-T1 trials) will be treated as additional work and charged accordingly. Such changes may affect delivery schedules.
  - i. Material specifications, shrinkage data, machine details, and gate positions must be supplied by the customer at the time of order.
  - j. Where agreed, Neptune Injection Ltd will supply dimensionally accurate samples based on final CAD data and shrinkage values provided.
  - k. Any development or testing work carried out by Neptune Injection Ltd with customer approval does not transfer ownership of intellectual property.
  - l. Neptune Injection Ltd accepts no liability for customer-owned machinery or equipment used in conjunction with supplied tooling.
  - m. All tool designs remain the intellectual property of Neptune Injection Ltd unless otherwise agreed in writing prior to order placement.
  - n. If the technical specification changes from the original mould build, then full payment will be due prior to any modifications.
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## **7. Tooling Guarantees / Warranty**

- a. Tool life expectancy estimates are not guarantees or warranties.
  - b. Any tooling warranty must be agreed separately in writing.
  - c. Warranties are conditional upon regular servicing by Neptune Injection Ltd. Service labour and replacement of worn components will be chargeable.
  - d. Failure to adhere to agreed service schedules will void any warranty.
  - e. Warranties will also be void in cases of misuse, incorrect processing, or any action leading to abnormal wear or damage.
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## **8. Carriage**

- a. Delivery charges are not included unless explicitly stated.
  - b. Standard delivery methods will be used unless otherwise requested. Additional costs for special delivery requirements will be charged to the customer.
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## **9. Delivery**

- a. Delivery lead times are subject to the provisions outlined in Section 6.
  - b. Deliveries made via Neptune Injection Ltd transport are insured up to a total load value of £50,000. Customers are responsible for arranging additional insurance for higher-value items.
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## **10. Damage, Shortage or Loss**

- a. Neptune Injection Ltd will not accept liability for damage, shortage, or loss in transit unless:
    - Notification is made in writing within 5 working days of receipt
    - The carrier is notified in accordance with their terms and conditions
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## **11. Samples and Prototypes**

- a. All customer-supplied designs and drawings will be treated confidentially. Customers are responsible for implementing any required NDAs.
  - b. Samples and prototypes supplied for development purposes remain the responsibility of the customer.
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## **12. Defects**

- a. Allegedly defective components must be returned within 10 working days for inspection. Neptune Injection Ltd must be given the opportunity to rectify any issues.
  - b. For new tooling, only Neptune Injection Ltd is authorised to carry out corrections until full payment has been received, unless agreed otherwise.
  - c. Neptune Injection Ltd reserves the right to offer credit where replacement or rework is not commercially viable.
  - d. Once approved, tooling becomes the responsibility of the customer. Any subsequent damage or defects are not the liability of Neptune Injection Ltd.
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## **13. Intellectual Property & Infringement**

- a. The customer shall indemnify Neptune Injection Ltd against any claims, costs, or damages arising from infringement of patents, trademarks, or other intellectual property resulting from work carried out to customer specifications.
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#### **14. Termination**

a. Neptune Injection Ltd reserves the right to terminate any contract immediately in the event of:

- Breach of contract
- Insolvency or bankruptcy
- Appointment of receivers or administrators
- Any arrangement with creditors

Termination will be effective upon written notice and without prejudice to any existing rights or remedies.

b. Ownership of goods remains with Neptune Injection Ltd until full payment is received.

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#### **15. Suppliers**

- a. Any externally sourced components or tooling remain the property of Neptune Injection Ltd until paid in full.  
b. Warranties may be void if unauthorised modifications are made without prior notification.
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#### **16. Governing Law**

a. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.