

CLA FABRICATIONS LTD – KEY COMMERCIAL TERMS AND CONDITIONS

1. CONTRACT FORMATION

1.1 These Terms apply to all purchases by CLA Fabrications Ltd (“Buyer”) and prevail over any terms proposed by the Supplier unless expressly agreed in writing.

1.2 Any terms put forward by the Supplier are expressly excluded.

1.3 The Contract consists of the Buyer’s purchase order, these Terms, and all specifications, drawings, and instructions issued by the Buyer.

1.4 Acceptance of the Buyer’s order (including commencement of performance) constitutes acceptance of these Terms.

1.5 No variation shall be binding unless agreed in writing by the Buyer.

2. SPECIFICATION & QUALITY

2.1 Goods shall:

- conform strictly to the Contract and specifications;
- be of satisfactory quality and fit for purpose;
- be free from defects in design, material, and workmanship.

2.2 The Supplier warrants that the Goods are suitable for any purpose made known or reasonably implied.

2.3 No variation to specification is permitted without prior written approval.

2.4 The Supplier shall comply with all applicable laws and standards in both the country of origin and the United Kingdom.

3. DELIVERY, INCOTERMS AND TIME

3.1 Delivery shall be in accordance with the agreed Incoterms® 2020 stated in the purchase order.

3.2 Time for delivery is of the essence.

3.3 The Supplier shall notify the Buyer immediately of any anticipated delay.

3.4 The Supplier shall be liable for all losses, costs, and expenses arising from delay.

3.5 The Buyer may refuse early or partial deliveries.

3.6 Delivery shall include all packaging, labelling, and documentation necessary for import into the United Kingdom.

4. IMPORT, DUTIES AND COMPLIANCE

4.1 The Supplier shall ensure that Goods:

- comply with all applicable UK laws, regulations, and product standards;
- are correctly classified, labelled, and documented;
- are accompanied by all required documentation (including invoices, packing lists, certificates of origin, and compliance certificates).

4.2 Where responsibility lies with the Supplier under the agreed Incoterm, the Supplier shall be responsible for export clearance, customs documentation, duties, and taxes.

4.3 The Supplier shall be responsible for any costs, delays, penalties, or liabilities arising from:

- incorrect documentation;
- incorrect tariff classification;
- incorrect origin declarations;
- failure to comply with applicable laws.

5. PRICE AND PAYMENT

5.1 Prices shall be fixed and inclusive of all costs unless otherwise agreed in writing.

5.2 The Buyer shall not be obliged to pay until Goods have been delivered, inspected, and accepted.

5.3 The Buyer may withhold, defer, or set off any payment in respect of defective, incomplete, or non-compliant Goods or any breach of Contract.

6. INSPECTION AND REJECTION

6.1 The Buyer may inspect the Goods at any time before or after delivery.

6.2 The Buyer may reject any Goods not complying with the Contract.

6.3 Rejected Goods shall be removed by the Supplier at its own cost and risk.

6.4 The Supplier shall promptly repair, replace, or refund at the Buyer's option.

6.5 Goods shall not be deemed accepted until the Buyer has had a reasonable opportunity to inspect them.

7. RISK AND TITLE

7.1 Risk shall pass in accordance with the agreed Incoterm.

7.2 Title shall pass to the Buyer upon delivery or earlier payment, whichever occurs first, free from all encumbrances, without prejudice to any right of rejection.

8. LIABILITY AND INDEMNITY

8.1 The Supplier shall be liable for and shall indemnify the Buyer against all losses, damages, costs, and expenses arising from:

- breach of Contract;
- defective or non-compliant Goods;
- delay;
- negligence or misconduct.

8.2 The Supplier shall maintain adequate insurance and provide evidence upon request.

9. DELAY AND REMEDIES

9.1 If the Supplier fails to deliver on time, the Buyer may, without prejudice to any other rights:

- cancel the Contract in whole or in part;
- procure alternative Goods;
- recover all resulting costs and losses from the Supplier.

10. STORAGE AND ADDITIONAL COSTS

10.1 Where delay or issue is attributable to the Supplier, the Supplier shall be liable for all associated costs, including storage, handling, demurrage, insurance, and administrative costs.

11. TERMINATION

11.1 The Buyer may terminate the Contract immediately by written notice if the Supplier:

- fails to deliver as agreed;
- supplies defective or non-compliant Goods;
- commits a material breach;
- becomes insolvent or unable to pay its debts.

11.2 Termination shall be without prejudice to accrued rights.

12. SET-OFF

The Buyer may set off any sums owed by the Supplier against any sums payable to the Supplier, whether under this Contract or otherwise.

13. CONFIDENTIALITY

The Supplier shall keep confidential all information provided by the Buyer and shall not disclose it without prior written consent.

14. FORCE MAJEURE

14.1 The Supplier shall not be relieved of its obligations unless performance is prevented by events beyond its reasonable control.

14.2 The Supplier shall promptly notify the Buyer and take all reasonable steps to mitigate the effects.

15. COMPLIANCE AND ETHICS

15.1 The Supplier shall comply with all applicable laws, including anti-bribery, anti-corruption, and modern slavery legislation.

15.2 The Buyer may terminate the Contract where compliance risks arise.

16. GOVERNING LAW

This Contract shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.