

Customer Terms & Conditions – AD Precision Engineering

1. Definitions “Seller” refers to **AD PRECISION ENGINEERING LTD** “Buyer” refers to the customer placing the order. “Goods/Services” refers to precision-machined components, assemblies, prototypes, or related engineering services supplied by the Seller.

2. Quotations & Orders

- Quotations are valid for **30 days** unless otherwise stated.
- No order is binding until written acceptance is issued by the Seller.
- All Buyer-supplied drawings, CAD models, and specifications must be complete and accurate. The Seller is not responsible for errors arising from incorrect or incomplete information.
- Any changes to drawings or specifications after order acceptance may affect price and lead time.

3. Pricing & Payment Terms

- Prices exclude VAT, delivery, inspection reports, and certification unless specified.
- Standard payment terms are **30 Days (unless agreed)**.
- Precision projects may require staged payments or deposits.
- Late payments may incur interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Intellectual Property & Technical Data

- All tooling, fixtures, CNC programs, inspection routines, and process documentation created by the Seller remain the Seller’s intellectual property.
- Buyer-supplied drawings remain the property of the Buyer, but the Buyer warrants they have the right to use and share them.
- The Buyer may not share the Seller’s technical data, CNC programs, or inspection documentation without written consent.

5. Tolerances, Materials & Specifications

- Goods will be manufactured to the tolerances stated on the Buyer’s drawings or the Seller’s quotation.
- Surface finish, material grade, hardness, and coating requirements must be clearly stated at the time of order.
- Minor deviations that do not affect form, fit, or function do not constitute defects.

6. Metrology, Inspection & Certification

- Standard inspection includes basic dimensional checks.
- Additional inspection (e.g., full CMM reports, FAIRs, PPAP, ISIR, material certs, hardness certs) must be requested at quotation stage.

- Additional inspection or certification may incur extra charges.
- If the Buyer requires traceability (e.g., batch, material heat number, serialisation), this must be agreed before production begins.

7. Delivery & Lead Times

- Lead times are estimates based on current capacity, material availability, and complexity.
- The Seller is not liable for delays caused by suppliers, transport, or unforeseen engineering issues.
- Risk transfers to the Buyer upon delivery; title transfers upon full payment.
- Agreed delivery date is **+/- 5 working days**.

8. Acceptance of Goods

- The Buyer must inspect Goods within **7 days** of delivery.
- Any defects must be reported in writing with supporting evidence (photos, measurements, CMM data).
- If the Buyer performs additional machining, assembly, or modification, the Goods are deemed accepted.

9. Warranty

- Goods are warranted to be free from material and manufacturing defects for **12 months** from delivery.
- Warranty excludes:
 - Wear and tear
 - Incorrect installation or misuse
 - Damage caused by external factors (corrosion, contamination, overload)
 - Modifications or re-machining by the Buyer
- The Seller's liability is limited to repair, replacement, or refund at the Seller's discretion.

10. Liability

- The Seller's total liability is limited to the value of the order.
- The Seller is not liable for:
 - Loss of production
 - Loss of profit
 - Machine downtime
 - Assembly delays
 - Costs arising from incorrect Buyer specifications

- The Buyer is responsible for ensuring the Goods are suitable for their intended application.

11. Cancellations & Amendments

- Precision-machined and custom-manufactured items cannot be cancelled once production has begun.
- Amendments requested after order acceptance may incur additional charges and revised lead times.

12. Returns

- Returns are only accepted with prior written approval.
- Goods must be unused and returned in original condition.
- Custom-made items are non-returnable unless defective.

13. Force Majeure

- The Seller is not liable for delays or failure to perform due to events beyond its control, including material shortages, machine breakdowns, labour issues, or extreme weather.

14. Governing Law

- These Terms & Conditions are governed by the laws of England and Wales.
- Any disputes shall be resolved exclusively in the courts of England and Wales.