

Terms & Conditions

Definitions

In these Conditions:

“the Company” means MJ Engineering Ltd.

“the Buyer” means the person, firm, or company placing an order with the Company.

“the Goods” means the items supplied by the Company under contract.

1. Application of Conditions

- 1.1 These Conditions form part of the Company’s acceptance of any order (whether written or oral) and shall govern the contract between the Company and the Buyer.
- 1.2 These Conditions override any terms proposed by the Buyer, unless expressly agreed in writing by an authorised officer of the Company.
- 1.3 No amendment or variation shall be binding unless confirmed in writing and signed by a Director of the Company.

2. Quotations & Orders

- 2.1 All quotations are valid for 30 days unless otherwise stated.
- 2.2 Acceptance of an order by the Company creates a binding contract subject to these Conditions.
- 2.3 Where Goods are manufactured to the Buyer’s drawings or designs, the Buyer warrants that such designs are accurate, complete, and free from infringement of third-party rights.

3. Delivery & Risk

- 3.1 Delivery dates are approximate only, and time shall not be of the essence.
- 3.2 The Company shall endeavour to deliver the Goods within the time specified, but all delivery dates are given in good faith and are approximate only. Delivery dates cannot be guaranteed in the event of unforeseen circumstances, and the Company shall not be liable for delay or non-delivery where materials or components cannot be obtained within a reasonable time or at a reasonable price.
- 3.3 Delivery shall take place at the location specified in the contract or, if not specified, at the Company’s works.
- 3.4 Risk in the Goods passes to the Buyer on delivery.
- 3.5 Instalment deliveries shall constitute separate contracts, each payable when due.

4. Title & Retention of Ownership

- 4.1 Title in the Goods remains with the Company until full payment of all sums due (including VAT and interest) has been received.
- 4.2 Until the title passes, the Buyer shall:
 - Hold the Goods as a fiduciary bailee.
 - Store them separately and clearly marked.
 - Allow the Company to enter the premises to repossess them on demand if payment is overdue.

5. Inspection, Shortages & Claims

- 5.1 The Buyer must notify the Company in writing of:
 - Non-delivery within 21 days of the advice notes or invoice.
 - Damage or shortages within 7 days of delivery.
- The Company accepts no responsibility where notice is not given within these time limits.

6. Price & Payment

- 6.1 Unless otherwise agreed, prices are those prevailing on the date of despatch.
- 6.2 Payments shall be made in GBP unless otherwise agreed.
- 6.3 Prices are exclusive of VAT and may include additional charges for delivery, testing, certification, packaging, or material surcharges.
- 6.4 Payment terms are strictly end of the month following the month of invoice, unless otherwise agreed in writing.
- 6.5 Late payments will attract interest at 8.5% above the Bank of England base rate, accruing daily.
- 6.6 The Buyer may not withhold, deduct, or set off payments without the Company's prior written consent.

7. Warranty & Defects

- 7.1 The Company warrants that Goods will be free from defects in workmanship and materials for 3 months from delivery.
- 7.2 This warranty applies only where:
 - Defects result from the Company's workmanship or materials.
 - Notice is given promptly in writing.
 - The Buyer provides access for inspection or returns the Goods if requested.
- 7.3 The Company's obligation shall be, at its option:
 - Replacement of defective Goods.
 - Repair of defective Goods; or
 - Credit for the invoiced value of the defective Goods.
 - This warranty excludes liability where defects arise from the Buyer's design, misuse, or supplied components.

8. Limitation of Liability

- 8.1 The Company shall not be liable for:
 - Loss of profit, loss of business, or production downtime.
 - Damage to plant, machinery, or other property.
 - Any indirect, special, or consequential loss.
- 8.2 The Company's total liability shall not exceed the contract price of the Goods supplied.

9. Buyer's Design & Intellectual Property

- 9.1 Where Goods are made to the Buyer's design or specification:
 - The Buyer is solely responsible for fitness for purpose and compliance with laws, standards, and regulations.
 - The Company provides no warranty as to suitability.
- 9.2 The Buyer indemnifies the Company against all claims, costs, or damages arising from actual or alleged infringement of third-party intellectual property.
- 9.3 Any components supplied free of charge by the Buyer are at the Buyer's risk. The Company shall not be liable for damage to such components or defects arising from them.

10. Standards & Tolerances

- 10.1 Where a standard exists, Goods shall be supplied within the tolerances and allowances of that standard as notified by the Buyer.
- 10.2 Any implied conditions, warranties, or undertakings as to suitability or fitness for purpose are excluded to the fullest extent permitted by law.

11. Termination

- 11.1 The Company may suspend or cancel any contract immediately if:
 - The Buyer defaults on payment;
 - The Buyer becomes insolvent, bankrupt, or enters into liquidation or composition with creditors.

12. Force Majeure

- 12.1 The Company shall not be liable for delay or non-performance caused by events beyond its reasonable control, including but not limited to strikes, lockouts, accidents, breakdowns, shortages, war, fire, flood, pandemics, transport delays or acts of god.
- 12.2 In such circumstances, the Company may suspend or cancel deliveries without liability.

13. Governing Law & Jurisdiction

- 13.1 These Conditions and any contract arising under them shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute.