



Terms and Conditions of Business

General Terms & Scope of Agreement

For the purpose of these Terms, “the Seller” refers to MT Fabrications Ltd, and “the Buyer” refers to the company, partnership, sole trader, or any of their authorised employees or representatives placing an order. These Terms and Conditions apply exclusively to contracts for the sale and supply of Goods and Services to customers acting in the course of their trade, business, craft, or profession. They do not apply to consumers.

These Terms constitute the entire agreement between the Seller and the Buyer for the supply of Goods and Services. They shall prevail over any terms and conditions contained in the Buyer’s purchase order or other documentation, unless expressly agreed otherwise in writing by a principal director of the Seller prior to order acceptance. No other terms, whether communicated orally or in writing, shall apply unless so agreed.

Quotations: All quotations are valid for 30 days unless stated otherwise. Prices exclude applicable VAT and assume collection from our premises unless specified otherwise. Prices are based on drawings provided at the time of quotation. Any changes may require a revised quotation. Lead times provided at quotation are estimates and will be confirmed when an order is placed.

Orders: Projects begin only after receiving a valid purchase order or agreed written authorization. Orders must match the details provided in the quotation, including drawings and revisions. Any changes to confirmed orders may be subject to additional charges and revised lead times.

Drawings & Design: Designs provided by the Seller require written approval/acceptance before manufacturing begins. All drawings remain the property of the Seller unless agreed otherwise. Drawings supplied by Buyer, the Buyer retains intellectual property rights in any original drawings or specifications they supply. Where the Seller modifies such drawings at the Buyer’s request or to correct errors, the modified version shall be used solely for the purpose of fulfilling the Buyer’s order and shall not be disclosed or reused without the Buyer’s written consent. The Seller does not claim ownership of the Buyer’s original design unless otherwise agreed in writing.

Goods, Quality and Defects: Unless agreed otherwise in writing, the Goods will meet generally recognized standards in the sheet metal fabrication trade for their type, quality, and finish, providing reasonable service. The Seller is not liable for defects unless the Buyer makes a written claim within 14 days of receiving the Goods, clearly describing the defect and providing a reasonable number of samples for inspection. The Seller must be given the opportunity to remedy any such defects. Goods are supplied in line with standard industry tolerances. Specific requirements must be confirmed in writing by the Buyer before ordering. The Buyer is responsible for ensuring goods meet their intended purpose. Materials supplied by the Buyer are accepted at their risk. The Buyer is responsible for inspecting the Goods upon delivery and must notify the Seller in writing of any defects or discrepancies within 5 working days of receipt.

Defects and Returns

- a) **Notification of Defects:** The Buyer must inspect the Goods upon delivery and notify the Seller in writing via email to: projects@mtfabrication.co.uk within 5 working days of receipt of any apparent defects or discrepancies. For latent defects (those not immediately apparent), the Buyer must notify the Seller in writing within 14 days of discovery, and no later than 2 months from the date of delivery.
- b) **Provision of Information:** All defect notifications must include a clear description of the alleged defect and if possible photographs and where/if applicable samples Goods exhibiting the defect for inspection by the Seller.
- c) **Seller's Right to Inspect and Remedy:** Upon receiving a valid defect notification, the Seller shall have the right to inspect the Goods at the Buyer's premises or request their return to the Seller's premises for inspection. If the Seller determines the Goods are defective and covered by the terms herein, the Seller will, at its sole discretion, either: repair the defective Goods; replace the defective Goods; or issue a credit note or refund for the price of the defective Goods.
- d) **Return of Goods:** Goods will only be accepted for return with the prior written agreement of the Seller and subject to any specific return instructions provided. The Buyer is responsible for the cost of returning Goods unless the Seller agrees otherwise in writing. Returned Goods must be in their original packaging where possible (if applicable) and in the condition in which they were received.
- e) **Exclusions:** The Seller shall not be liable for defects arising from: misuse, neglect, improper storage, or handling by the Buyer; fair wear and tear; modifications or repairs carried out by the Buyer or a third party without the Seller's written consent; materials supplied by the Buyer (as per the "Quality and Defects" section); failure by the Buyer to follow the Seller's instructions or specifications.
- f) **Delivery & Risk:** Risk in the Goods passes to the Buyer upon collection or delivery. The Seller is not liable for damage occurring during transit unless delivery is arranged and/or charged by the Seller using an insured carrier. Where delivery is made using the Seller's own transport without charge, risk still passes upon delivery, and the Buyer is responsible for inspecting the Goods upon receipt. Any claims for damage must be submitted in writing within 5 working days of receipt, accompanied by supporting photographs and documentation.
- g) **Sole Remedy:** The remedies outlined in the "Seller's Right to Inspect and Remedy" section shall be the Buyer's sole and exclusive remedies for any defects in the Goods.

Confidentiality: The Buyer will keep any of the Seller's business or technical information confidential.

Initial Payment/Deposit: The Seller may require a non-refundable initial payment or deposit of a percentage of the quoted value before work commences. Where applicable, this requirement will be clearly stated in the quotation and confirmed in writing.

Order Cancellation/Amendment by Buyer: Once an order is confirmed in writing, cancellation or significant amendment by the Buyer may incur charges to cover costs incurred by the Seller up to the point of cancellation/amendment. These charges will be communicated to the Buyer for agreement.

Delivery: Delivery timelines will be confirmed when an order is placed. Deliveries require signed delivery notes. If delivery cannot be accepted, goods may be stored at the Buyer's expense. Delivery dates are indicative only and not of the essence unless agreed in writing.

Delivery Failure & Storage: If the Buyer fails to collect or accept delivery of completed Goods within 14 days of being notified that they are ready, the Seller reserves the right to charge reasonable storage fees. Where delivery is attempted but not possible due to Buyer unavailability, refusal, or lack of access, the Seller may charge for redelivery and any associated costs. Storage fees may also apply if redelivery is delayed beyond the original delivery window.

Payment: Payment terms are 30 days from the invoice date unless otherwise agreed. Late payments may incur additional fees or interest. Queries regarding invoices must be submitted to accounts@mtfabrications.co.uk within 10 working days of receipt. Failure to raise a query within this period will be deemed acceptance of the invoice. The Seller reserves the right to suspend further deliveries or services if payment becomes overdue.

Liability and Risk: The Seller total liability shall not exceed the value of the Goods supplied under the relevant order. Nothing in these Terms shall limit or exclude the Seller's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other matter for which it is unlawful to exclude or limit liability. The Seller shall not be liable for loss of profit, production delays or other consequential losses. Ownership of Goods transfers to the buyer only once full payment has been received.

Force Majeure: The Seller shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to strikes, natural disasters, or material shortages.

Severability: If any part or provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Update Notice: These Terms of Sale are effective from January 2025. The Seller may update these Terms periodically. The latest version will be available upon request. For significant changes affecting existing orders, the Seller will provide reasonable notice