

General Terms & Conditions of Sale

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Author (prepared by) Name: C. Hewitt Role: Quality Manager Date: 26-08-2026 Signature:  Recoverable Signature  CHewitt Craig Hewitt Quality Manager Signed by: d5c0c195-46ab-4968-8277-99996d51a5a6	Process owner Name: C. Hewitt Role: Quality Manager Date: 26-08-2026 Signature:  Recoverable Signature  CHewitt Craig Hewitt Quality Manager Signed by: d5c0c195-46ab-4968-8277-99996d51a5a6	Quality approval Name: C. Hewitt Role: Quality Manager Date: 26-08-2026 Signature:  Recoverable Signature  CHewitt Craig Hewitt Quality Manager Signed by: d5c0c195-46ab-4968-8277-99996d51a5a6
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1. Revision history

Issue	Rev	Date	Description of change	Changed by
02	00	18-06-2026	Major revision to restructure Terms and Conditions formatting, including removal of quality requirements (now defined in Customer & Technical Quality Requirements), clarification of contractual obligations and introduction of document hierarchy, supplier performance monitoring and linkage to CTQR.	C Hewitt
02	01	26/08/2026	Addition of Piran Machining Ltd	C Hewitt

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3. Purpose

This document defines the commercial, legal and contractual terms governing the sale of Goods and Services by Piran Composites Ltd and Piran Machining Ltd.

It ensures:

- Clear definition of customer obligations
- Protection of the Company from commercial and legal risk
- Consistent application of contractual terms across all customer orders.

Technical and quality requirements are defined separately with the Customer Technical and Quality Requirements (CTQR) document.

4. Scope

These terms apply to all quotations, order acknowledgements, and contracts for the supply of:

- Composite components
- Tooling and moulds
- Engineering and manufacturing services

These Terms apply unless otherwise agreed in writing.

5. References

- Customer Technical and Quality Requirements (QMS-CTQR-001)
- Purchase Order/Contract

6. General Conditions and Acceptance

These Terms apply to all sales and supersede any terms proposed by the customer.

A Contract is formed only when:

- Piran Composites Ltd or Piran Machining Ltd issues written order acknowledgement.

Quotations are valid for 30 days unless otherwise stated.

No variation shall be valid unless agreed in writing.

7. Order of Precedence

In the event of conflict between documents

1. Order Acknowledgement/Contract
2. Engineering drawings and specifications
3. Customer Technical and Quality Requirements
4. These Terms and Conditions

8. Price

Prices are exclusive of:

- VAT
- Duties or taxes
- Delivery and insurance
- Non-standard packaging

The Company reserves the right to adjust pricing for:

- Customer Design changes
- Quantity changes
- Material cost increases
- Scheduled changes
- Regulatory or compliance changes

9. Payment

Payment terms:

- 30 Days from invoice date unless otherwise agreed.

The Company may invoice:

- On delivery
- At agreed milestones
- In advance for tooling or non-recurring engineering

Late payment:

- Subject to statutory interest and recovery costs

No set-off or withholding is permitted.

10. Delivery

Delivery dates are estimates only and are not of the essence.

The Company shall not be liable for delay caused by:

- Supply chain disruption
- Material shortages
- Customer delay
- Force Majeure

Risk in the Goods shall pass to the Customer upon delivery at the agreed delivery location, unless otherwise specified.

Partial delivery is permitted.

11. Inspection and Acceptance

The Customer shall:

- Inspect Goods within five working days of delivery
- Notify any defects in writing with supporting evidence.

Failure to notify constitutes acceptance

The Company may, at its discretion:

- Repair
- Replace
- Credit

This clause operates in conjunction with the CTQR acceptance criteria.

The Customer shall provide objective evidence supporting any claim of non-conformance.

12. Title

Title to Goods remains with Piran Composites Ltd or Piran Machining Ltd until full payment has been received.

The Company reserves the right to recover Goods where payment is overdue.

Until title passes, the Customer shall:

- Store the Goods separately and clearly identifiable as the Company's property
- Maintain the Goods in satisfactory condition
- Not sell, pledge, or encumber the Goods.

The Company shall have the right to enter the Customers premises to recover Goods where payment is overdue.

13. Customer Responsibilities

The Customer shall:

- Provide complete and accurate technical and quality information
- Comply with the Customer Technical and Quality Requirements (CTQR)
- Ensure any data supplied is correct and current.

The Company accepts no responsibility for issues arising from incomplete or incorrect customer-provided data.

14. Design Responsibility

Where design responsibility remains with the Customer:

- The Company shall manufacture to supplied data
- The Company is not responsible for design adequacy

The Customer warrants that:

- It has rights to all data supplied.
- It indemnifies the Company against intellectual property claims

The Company retains all intellectual property rights in its processes, methods, tooling designs, and manufacturing data.

No rights are granted to the Customer other than for use of the supplied Goods.

15. Tooling

Unless otherwise agreed:

- Tooling remains the property of Piran Composites Ltd or Piran Machining Ltd.

Customer-owned tooling:

- Stored at customer risk
- May incur storage charges
- May be disposed of after reasonable notice

16. Change Control

Any change requested by the Customer shall:

- Be submitted in writing
- Be reviewed and agreed prior to implementation

The company reserves the right to:

- Adjust price
- Adjust delivery

The Customer shall be liable for all costs incurred as a result of changes, including work in progress and material commitments.

17. Warranty

The Company warrants only that:

- Goods conform to agreed specifications at the point of delivery

No additional warranty applies unless agreed in writing

The Company shall not be liable for defects arising from:

- Customer design
- Misuse or improper handling
- Use outside intended conditions
- Modification by third parties

Customer remedy is limited to:

- Repair
- Replacement

- Credit

All warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

The Company reserves the right to suspend performance where payment is overdue without liability.

18. Limitation of Liability

To the maximum extent permitted by law:

The Company shall not be liable for:

- Indirect or consequential loss.
- Loss of profit or revenue
- Production downtime
- Contractual penalties

Consequential loss includes, but is not limited to, loss of profit, loss of production, loss of business, and loss of opportunity.

The Company's total aggregate liability under or in connection with the Contract shall not exceed the total value of the Contract.

Nothing excludes liability for:

- Death or personal injury caused by negligence.
- Fraud

19. Confidentiality

Both parties shall:

- Maintain confidentiality of technical and commercial information.
- Not disclose such information without consent

20. Export Control

The Customer shall comply with all applicable export control laws.

The Company may:

- Suspend or refuse performance where restrictions apply

21. Data Protection

All personal data shall be processed in accordance with UK GDPR.

22. Force Majeure

The Company shall not be liable for failure or delay due to events beyond reasonable control, including:

- Natural disasters
- War or civil unrest
- Supply disruption
- Government action

The Company shall:

- Notify the Customer
- Take reasonable steps to mitigate impact

If such event continues for a period exceeding 60 days, the company may terminate the Contract without liability.

23. Termination and Suspension

The Company may suspend or terminate the Contract, where the Customer:

- Fails to make payment
- Becomes insolvent
- Breaches contractual obligations

In such cases:

- All outstanding sums become immediately payable

24. Cancellation

Customer cancellation is subject to:

- Payment for completed work
- Material commitments
- Overheads and administrative costs

Cancellation charges represent a genuine pre-estimate of loss incurred by the Company.

25. Dispute Resolution & Governing Law

These Terms shall be governed by the laws of England and Wales.

The parties shall attempt to resolve dispute through good faith negotiation.

Failing resolution, the courts of England and Wales shall have exclusive jurisdiction.

26. Acceptance of Conditions

Placement of an order constitutes acceptance of these Terms and Conditions.