MARLOW ROPES LTD. – Terms and Conditions of Sale

Part I – Applicable in All Cases

1. Contract Formation

These terms apply to all sales of goods ("Goods") by Marlow Ropes Ltd ("we" or "us") to the customer ("you"). These terms, together with the details of the Goods and any terms in our written Acknowledgement of Order, constitute the entire contract ("Contract"). Any terms you propose do not apply unless expressly accepted by us in writing.

Each Acknowledgement of Order constitutes a separate Contract. Part II applies only to Contracts involving custom-made goods. Part III applies where Goods are exported from the United Kingdom.

An Order becomes binding only when we issue written acceptance. Credit checks or credit facilities do not constitute acceptance. Modifications must be made in writing.

2. Price and Payment

Unless otherwise stated, the contract price ("Price") includes standard packing and ex-works availability. If you request delivery and we agree, delivery charges will be added.

All applicable UK taxes—including VAT and any duties—will be added (excluding tax on our income). You agree to pay all such taxes.

Payment terms: 30 days end of month, unless otherwise agreed.

If payment is late, we may:

- Suspend work or deliveries;
- Charge interest at Bank of England base rate + 8%, as permitted by the Late Payment of Commercial Debts (Interest) Act 1998;
- Require prepayment or security before continuing performance.

Deposits or prepayments are non-refundable unless explicitly agreed.

We do not accept cash payments exceeding £8,500 (or €10,000) in accordance with UK Money Laundering Regulations.

3. Call-Off Orders and Price Adjustments

For forward orders, blanket orders, or call-off arrangements ("Call-Off Orders"), pricing is based on circumstances, costs, and applicable duties in effect on the date we accept the Call-Off Order.

Unless expressly agreed otherwise, quoted Call-Off pricing is valid for 90 days from acceptance.

If Goods are not called off within this period, we may adjust the Price to reflect increases in manufacturing, material, labour, or delivery costs.

4. Changes

If you provide inadequate or incorrect information, or request changes that we agree to accommodate, we may adjust the Price and delivery dates accordingly. You are responsible for additional costs.

We may alter specifications (without materially affecting performance) to maintain quality or respond to supplier changes. Sales are not sales by sample unless explicitly stated.

5. Delivery

Delivery dates are estimates only. Failure to meet an estimated date is not a breach.

Delivery occurs when:

- Goods are made available for collection at our UK facility, or
- We complete physical delivery if separately agreed.

We may deliver orders in part and invoice each part.

If you fail to take delivery when notified, we may:

- Treat the Goods as delivered for invoicing;
- Charge storage, insurance, transport, and related costs.

6. Risk and Title

Risk passes to you upon Delivery.

Title passes only when:

- Delivery has occurred, and
- We receive full payment for all Goods under the Contract and any other outstanding Contract.

Until payment is complete:

- You must insure Goods at full replacement value;
- Insurance proceeds for unpaid Goods must be paid to us;
- If you become insolvent or breach the Contract, we may demand return of the Goods and enter your premises to recover them.

7. Warranties

We inspect Goods before shipment. Additional testing is available only if expressly agreed and may incur extra charges.

You must inspect Goods immediately upon delivery and notify us of visible defects or shortages within 7 days. Goods must be returned to us within 18 days for evaluation.

For defects not reasonably detectable upon delivery, you must notify us within 6 months of delivery.

A defect means:

- The Goods materially fail to meet their description;
- A fault caused by our negligence.

Our obligation is—at our option—to repair, replace, or refund defective Goods.

We are not responsible for defects caused by:

- Misuse or improper installation;
- Overloading or incorrect application;
- Environmental exposure;
- Failure to follow our instructions;
- Third-party modifications.

All warranties not expressly stated are excluded to the fullest extent permitted by UK law. Consumer rights remain unaffected.

8. Liability

To the fullest extent permitted by law:

- Our total liability relating to the Goods is limited to the Price paid.
- Liability for damage to property (other than the Goods) caused by our negligence is limited to £5,000,000 aggregate.
- We are not liable for indirect or consequential losses including loss of profits, business, savings, sales, or goodwill.

We do not exclude liability for:

- Death or personal injury caused by negligence;
- Fraud;
- Any liability that cannot legally be limited.

9. Indemnities

You agree to indemnify and hold us harmless against all third-party claims, losses, or expenses relating to the use or possession of the Goods, except where caused by a defect for which we are liable.

10. Termination and Suspension

We may suspend or terminate the Contract immediately if:

- You breach the Contract and fail to cure within 15 days, or
- You become insolvent or subject to similar proceedings.

Upon termination:

- All sums owed become immediately due;
- Pro forma payments may be retained (up to 100%) to cover incurred costs.

11. Intellectual Property Rights

All copyrights, trademarks, design rights, and other IP in the Goods remain our property. You may not copy, alter, remove, or deface our trademarks.

12. Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including natural disasters, strikes, government actions, transport failures, or supply chain disruptions.

13. Confidentiality

Both parties must protect confidential information and use it only to fulfil the Contract, except where disclosure is required by UK law or court order.

14. Lien

We retain a lien over all Goods in our possession until all outstanding payments have been received.

15. Notices

Notices may be delivered by:

- Hand;
- Registered post or international courier;
- Email (with confirmation of transmission).

Notices are deemed received:

- Upon hand delivery;
- Two postal days after UK mail dispatch;
- Five days after international courier dispatch;
- Upon successful email transmission.

16. Severability

If any clause is invalid or unenforceable, it will be removed while the remainder remains in force.

17. Assignment

We may assign or subcontract the Contract. You may not assign it without our written consent.

Part II – Custom-Made Goods

18. Design and Specification

If you provide designs or specifications, you:

- Grant us the right to use them to manufacture or subcontract the Goods;
- Confirm you own the associated rights;
- Agree to indemnify us for IP-related claims.

If we develop designs, we retain all IP unless agreed otherwise.

We may mark Goods with our trademarks unless you request otherwise.

We do not warrant the performance of Goods manufactured to your design. You are responsible for defects arising from your materials, tools, or specifications.

Once production begins on custom Goods, the order cannot be cancelled, and full payment remains due.

Part III – Export Terms

These terms apply when Goods are delivered to a country outside the United Kingdom.

19. Payment for Export Shipments

We may require full payment in advance. Time of payment is of the essence.

20. Export Compliance

You are responsible for obtaining all import/export licences and approvals and must comply with:

- UK Export Control Order 2008,
- UK sanctions and OFSI rules,
- Local import regulations.

You must indemnify us for claims or penalties arising from your failure to comply.

21 Tariffs, Duties, and Governmental Charges

You acknowledge that the Goods are manufactured in the United Kingdom and may be exported at your request.

The Price is subject to adjustment for any increase in: Tariffs, Customs duties, Import taxes, Anti-dumping charges or other governmental assessments that are imposed or adjusted after the date of the Contract but before shipment of a Call-Off Order ("Tariff Changes").

If a Tariff change increases landed cost, we may revise the Price to reflect the incremental cost. We will notify you of (i) the tariff change and (ii) the revised Price and you will be deemed to accept the revision unless you object within 7 days. If you do not accept the revised Price, either party may cancel the undelivered portion of the Call-Off Order. You must still pay for Goods already produced or committed to production.

Failure to adjust the Price for one Tariff Change does not waive our right to adjust the Price for future changes.

Company Information
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