

PINPOINT

Pinpoint Manufacturing Limited
Unit 3A, Crofty Industrial Estate, Penclawdd, Swansea, SA4 3RS
Tel – 01792 851298, Email info@pinpointbags.co.uk, www.pinpointbags.co.uk

PINPOINT MANUFACTURING TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 In this document the following words shall have the following meanings:
- 1.2 "Customer" means the organisation or person who buys goods and/or services from Pinpoint;
- 1.3 "Specification" means the quotation, email or other document(s) describing the goods and/or services to be provided by Pinpoint and the price therefore;
- 1.4 "Pinpoint" means PINPOINT MANUFACTURING LTD of Unit 3a Crofty Industrial Estate Penclawdd Swansea SA4 3RS United Kingdom.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by Pinpoint to the Customer.
- 2.2 Pinpoint shall use all reasonable endeavours to supply goods/services within estimated time frames but time shall not be of the essence.

3 PAYMENT

- 3.1 Proforma invoices may be issued in respect of the Customer's initial orders, and shall be paid promptly, before work commences. After an initial period, Pinpoint may decide to offer credit terms to the Customer on the basis that invoiced amounts shall be due and payable within 30 days of receipt of invoice. Pinpoint may decide supply on the basis of proforma invoices, payable before work starts, if the Customer delays in making any payment due hereunder.
- 3.2 Pinpoint shall be entitled to charge interest on overdue invoices at a rate of 10% of the total invoiced amount, and, in the event that an invoice is overdue by more than 30 days, an additional 5% for each month or part month of delay upto a maximum of 50% above the amount of the original invoice. The Customer recognises that Pinpoint buys its materials from third parties and that such interest represents a realistic assessment of the loss suffered by Pinpoint in the event that invoices are paid late.

4 SPECIFICATION

All goods shall comply with the Specification and shall meet agreed and appropriate standards. Pinpoint shall supply certifications where appropriate.

Please Note: The SWL/WLL rating stated on the bag label and certificate of conformity applies only to lifting actions performed using the slings and stainless steel lifting eyes unless no lifting eyes are present, other handles are for the purposes of moving unloaded bags only. Where two lifting eyes are present they are designed to lift the bag in conjunction with each other, not separately.

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5 DELIVERY

- 5.1 The date of delivery specified by Pinpoint is an estimate. Time for delivery shall not be of the essence and Pinpoint shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.2 For orders dispatched via DAP Terms outside of England, Wales and Scotland may incur a customs charge. DDP Terms are also available for most EU countries, Pinpoint assumes all responsibilities and costs for delivering the goods to the named place of destination.
- 5.3 All risk in the goods shall pass to the Customer upon delivery.

6 TITLE

Title in the Goods shall not pass to the Customer until Pinpoint has been paid in full for the Goods.

7 CUSTOMER`S OBLIGATIONS

- 7.1 Without prejudice to any other rights to which Pinpoint may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to Pinpoint as agreed damages and not as a penalty the full amount of any third party costs to which Pinpoint has committed and in respect of cancellations on less than 10 working days' written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of Pinpoint's losses in such a case.
- 7.2 In the event that the Customer or any third party, not being a sub-contractor of Pinpoint, shall omit or commit anything which prevents or delays Pinpoint from undertaking or complying with any of its obligations hereunder Pinpoint shall notify the Customer as soon as possible and:
- Pinpoint shall have no liability in respect of any delay to the completion of any project;
 - if applicable, the timetable for the project will be modified accordingly;

8 WARRANTY AND REPLACEMENT OF GOODS

- 8.1 Pinpoint warrants that goods and all their component parts, where applicable, shall be free from any defects in design, workmanship, construction or materials when supplied and for a reasonable period of time thereafter, provided that they are used for the purpose for which they are supplied and in a proper manner.
- 8.2 Pinpoint shall replace any goods which fail to meet the warranty set out above, but shall have no liability to replace any goods which have not been used for the purpose for which they were supplied or have not been used in a proper manner.
- 8.3 Pinpoint warrants that the services hereunder shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

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- 8.4 The customer shall advise Pinpoint of the correct dimensions of each lifting bag to ensure the suitability for their own purpose. Pinpoint will not replace bags made due to incorrect information from the customer unless the goods are found to be faulty (see 8.1)

Please note: All Pinpoint Goods are made to order, whether personalised or not (ie by applying company labels or logos) and cannot be returned unless they are faulty. **Please double check the dimensions of the product are suitable before confirming your order.**

9 INDEMNIFICATION

The Customer shall indemnify Pinpoint against all claims, costs and expenses which Pinpoint may incur and which arise, directly or indirectly, from the Customer's breach of any of the obligations set out herein.

10 LIMITATION OF LIABILITY

- 10.1 Except in respect of death or personal injury due to negligence for which no limit applies, the liability of Pinpoint to the Customer in respect of any claim, shall be limited to the price paid by the Customer to which the claim relates.
- 10.2 In no event shall Pinpoint be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage, even where such a loss was reasonably foreseeable or Pinpoint had been made aware of the possibility of the Customer incurring such a loss.

11 TERMINATION

- 11.1 Either party may terminate their agreement forthwith by notice in writing to the other if:
- 11.2 the other party commits a material breach these Terms and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice to do so;
- 11.3 the other party commits a material breach of these Terms which cannot be remedied;
- 11.4 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 11.5 the other party ceases to carry on its business or substantially the whole of its business; or
- 11.6 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

12 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights resulting from designs created by Pinpoint shall belong to Pinpoint which may take steps to protect them.

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13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services.

14 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all of these Terms and Conditions.

15 NOTICES

Notices hereunder may be served by email, fax, personal service or by post to the address of the other party given in the Specification or such other address as such party may from time to time have communicated to the other in writing.

16 GOVERNING LAW AND JURISDICTION

The parties' agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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