ATKINS MANUFACTURING SOLUTIONS

Customer Terms & Conditions of Sale

Managed manufacture, subcontract procurement and related services | Business customers only

Document status: Solicitor-review draft

Version: 1.0 draft - 1 September 2026

Company: Atkins Manufacturing Solutions Limited **[company number]**

Registered office: **[registered office address]**

Contact: **[contracts email address]**

IMPORTANT - REVIEW BEFORE USE

This is a business-to-business drafting aid, not legal advice. Complete every highlighted field and have a UK commercial solicitor review the document together with AMS insurance, quotations, order forms and actual operating model before issuing it. Do not use for consumers or safety-critical work without tailored advice.

Draft completion checklist

- Confirm the legal entity name, company number, registered office and contract email.
- Choose payment days, deposit policy, quotation validity and storage/collection charges.
- Set the liability cap only after the insurer confirms cover for subcontract-manufactured goods and downstream claims.
- Ask the solicitor to test the non-circumvention clause, remedies and 12-month restricted period for proportionality.
- Create sector-specific schedules before accepting aerospace, medical, nuclear, defence, pressure equipment or other safety-critical requirements.

Contract formation: Attach these terms to every quotation or purchase order and obtain express written acceptance before work begins. Website-only terms may not be incorporated into a particular contract unless the contracting process clearly brings them to the other party's attention.

1. Definitions and interpretation

1.1 In these Conditions: “AMS” means Atkins Manufacturing Solutions Limited, company number **[company number]**, whose registered office is at **[registered office address]**; “Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open; “Conditions” means these terms and conditions; “Contract” means the contract between AMS and the Customer comprising the Order, AMS quotation and these Conditions; “Customer” means the business identified in the Order; “Customer Materials” means all drawings, CAD files, specifications, samples, tooling, data and instructions supplied by or for the Customer; “Deliverables” means any reports, documents or other outputs stated in the Order; “Goods” means the components, assemblies, materials or other goods stated in the Order; “Introduced Supplier” means a manufacturing or service supplier first identified, proposed or introduced to the Customer by AMS in connection with an enquiry or Contract; “Order” means the Customer’s order accepted by AMS in writing; “Services” means procurement, project coordination, inspection coordination or other services stated in the Order; and “Specification” means the agreed technical and commercial requirements stated or incorporated in the Order.

1.2 References to legislation are to that legislation as amended or replaced. “Including” does not limit the words that precede it. Headings do not affect interpretation. A requirement for writing includes email but excludes instant messaging unless AMS confirms otherwise in writing.

2. Basis of contract and order of precedence

2.1 These Conditions apply to business customers only and exclude any terms the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except to the extent they cannot lawfully be excluded.

2.2 A request for quotation, estimate or acknowledgement is not an acceptance of an order. A Contract arises only when AMS issues written order acceptance or begins performance after expressly confirming acceptance.

2.3 If Contract documents conflict, the following order applies unless the Order expressly states otherwise: (a) a signed variation or special conditions; (b) AMS order acceptance; (c) AMS quotation and its assumptions; (d) the Specification; (e) these Conditions; and (f) the Customer purchase order, solely for agreed commercial particulars and not its standard terms.

3. Quotations, assumptions and validity

3.1 A quotation is valid for **[30]** days unless stated otherwise and may be withdrawn before acceptance. Prices are based on the quantities, information, delivery profile, exchange rates, material prices and supplier availability current at the quotation date.

3.2 The Customer shall check the quotation and order acceptance carefully. Any ambiguity, omission or inconsistency must be raised before acceptance. AMS may correct an obvious clerical or calculation error.

3.3 Unless expressly included, prices exclude design validation, first article inspection, destructive testing, specialist certification, customs duties, expedited freight, storage, installation and work arising from incomplete or changed requirements.

4. Customer responsibilities and technical information

4.1 The Customer shall provide complete, accurate and current Customer Materials, including revision status, dimensions, tolerances, materials, finishes, applicable standards, inspection requirements, intended use and any safety or regulatory classification.

4.2 The Customer is responsible for the adequacy, legality and fitness of Customer Materials and for confirming that the Specification is suitable for its intended application. AMS does not provide design authority, product certification or engineering approval unless expressly stated in the Order.

4.3 AMS may rely on Customer Materials without independently verifying design calculations, tolerances, material selection, regulatory classification or end-use suitability. The Customer shall promptly answer technical queries and approve samples or deviations.

4.4 The Customer warrants that AMS and its subcontractors may lawfully use and reproduce the Customer Materials for the Contract and that doing so will not infringe third-party rights.

5. Subcontracting and supply-chain management

5.1 The Customer authorises AMS to appoint suitably selected subcontract manufacturers and service providers. AMS remains responsible to the Customer for the Contract subject to these Conditions, but no subcontractor becomes the Customer's contracting party unless expressly agreed in writing.

5.2 AMS may select or replace a subcontractor where reasonably necessary, provided this does not knowingly reduce an expressly agreed certification, material, process or quality requirement. Customer approval of a supplier does not relieve AMS of its contractual obligations.

6. Goods and Services

6.1 AMS shall supply Goods materially in accordance with the Specification and perform Services with reasonable care and skill.

6.2 Any samples, images, models, descriptions and indicative lead times are illustrative unless expressly incorporated into the Specification. Natural variation and manufacturing tolerances consistent with the Specification do not constitute defects.

6.3 Where the Contract includes inspection or document review, AMS will perform the stated scope only. Such activity does not constitute a guarantee that every latent defect, design issue or regulatory non-compliance will be detected.

7. Changes and technical queries

7.1 No change to quantity, drawing revision, material, process, certification, delivery or other requirement is binding unless agreed in writing by AMS. AMS may adjust price, milestones and delivery and may require payment for materials, work in progress, reprogramming and supplier commitments caused by the change.

7.2 AMS may pause affected work while a technical query or deviation request is unresolved. Any resulting delivery impact is treated as a Customer-caused delay.

8. Delivery, delay and acceptance

8.1 Delivery dates are estimates unless the Order expressly states that time is of the essence. AMS shall use reasonable endeavours to meet stated dates but is not liable for delay caused by the Customer, an Introduced Supplier, carrier, material shortage or event beyond AMS's reasonable control, subject to clause **[force majeure clause to be confirmed by solicitor]**.

8.2 Delivery is completed at the location and under the Incoterm stated in the Order or, if none is stated, when the Goods are made available for collection at the location notified by AMS. Partial deliveries are permitted where reasonable and may be invoiced separately.

8.3 The Customer shall inspect Goods promptly and notify AMS in writing of any apparent shortage, transit damage or visible non-conformity within **[5]** Business Days after delivery, and of any latent non-conformity within **[10]** Business Days after discovery. The notice must identify the order, item, quantity and supporting evidence.

8.4 Failure to notify within those periods does not remove rights that cannot lawfully be excluded, but AMS may reject a claim to the extent delay has materially prejudiced investigation, mitigation or recovery against a supplier or carrier.

9. Risk and title

9.1 Risk in Goods passes on completion of delivery. Title does not pass until AMS receives in cleared funds all sums due for those Goods and any other sums then due from the Customer.

9.2 Until title passes, the Customer shall keep Goods identifiable, safely stored and insured, and shall not create security over them. If payment is overdue, AMS may require return and may enter business premises at a reasonable time to recover the Goods where lawful and safe to do so.

10. Price, VAT and expenses

10.1 Prices are exclusive of VAT, which the Customer shall pay at the applicable rate against a valid VAT invoice. The Customer shall also pay agreed delivery, packaging, duties, testing, certification and third-party charges.

10.2 AMS may adjust the price before delivery for an agreed change, Customer delay, quantity variance permitted by the Order, or demonstrable increase in material, energy, freight, tax, duty or foreign-exchange cost arising after quotation and outside AMS's reasonable control, provided AMS gives reasonable supporting detail.

11. Payment

11.1 The Customer shall pay any deposit or milestone stated in the Order. Unless stated otherwise, invoices are due within **[30]** days of invoice date, without set-off, counterclaim, deduction or withholding except as required by law.

11.2 If payment is late, AMS may charge statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable, recover reasonable collection costs, suspend performance and withhold undelivered Goods after giving written notice.

11.3 A genuine invoice dispute must be notified within **[5]** Business Days with reasons. The Customer shall pay the undisputed amount when due, and the parties shall work promptly to resolve the disputed amount.

12. Cancellation and suspension

12.1 The Customer may not cancel an accepted Order without AMS's written agreement. As a condition of cancellation, the Customer shall pay completed Goods and Services, non-cancellable supplier commitments, materials, work in progress, reasonable demobilisation and a reasonable contribution to AMS costs and lost margin, less costs demonstrably avoided.

12.2 AMS may suspend work where the Customer fails to pay, provide information, approve a query, maintain agreed credit support or comply with a material obligation. Delivery dates extend by the resulting delay plus reasonable remobilisation time.

13. Non-conforming Goods and remedies

13.1 Where Goods fail materially to comply with the Specification for a reason attributable to AMS or its subcontractor, and the Customer has complied with the notification and preservation requirements, AMS may at its option inspect, repair, rework, replace or refund the price of the affected Goods.

13.2 The Customer shall quarantine affected Goods, prevent further use, preserve evidence and give AMS a reasonable opportunity to inspect. No return, rework, sorting, disposal or third-party repair may be charged to AMS without prior written authorisation, except urgent proportionate action reasonably required to prevent personal injury or material property damage.

13.3 The remedies in this clause are the Customer's primary remedies for non-conforming Goods, subject to the liability clause and rights that cannot lawfully be excluded.

14. Intellectual property, tooling and Customer Materials

14.1 The Customer retains ownership of Customer Materials. It grants AMS and its subcontractors a non-exclusive, royalty-free licence to use, copy, adapt and transmit them solely to quote, perform and support the Contract and meet legal, insurance and record-retention requirements.

14.2 Pre-existing intellectual property remains with its owner. Unless the Order states otherwise, AMS retains intellectual property in its quotation methods, supplier database, workflows, templates and know-how. On full payment, the Customer may use Deliverables created specifically for it for the purpose stated in the Order.

14.3 Customer-owned tooling shall be clearly identified and remains at the Customer's risk except to the extent loss or damage results from failure to exercise reasonable care. Storage, maintenance, insurance and disposal terms must be stated in the Order. AMS may retain tooling while undisputed sums are overdue, subject to law.

15. Confidentiality

15.1 Each party shall keep the other's confidential technical and commercial information secret, use it only for the Contract and disclose it only to personnel, professional advisers, insurers and subcontractors who need it and are bound by confidentiality obligations.

15.2 Confidentiality does not apply to information lawfully known without restriction, independently developed, received lawfully from a third party, or public other than through breach. A legally required disclosure is permitted after prior notice where lawful.

15.3 These obligations continue for **[5]** years after the Contract ends; trade secrets and Customer-controlled drawings remain protected while confidential by nature.

16. Data protection

16.1 Each party shall comply with applicable UK data protection law for business contact and contract-administration data it controls. Each party acts as an independent controller for that ordinary processing unless the parties agree otherwise in writing.

16.2 If either party processes personal data on behalf of the other, the parties shall enter into an appropriate data processing schedule meeting Article 28 UK GDPR requirements before that processing begins.

17. Non-circumvention

17.1 The Customer acknowledges that AMS invests in identifying, qualifying and coordinating suppliers. During a Contract and for 12 months after the later of the relevant introduction or final delivery, the Customer shall not knowingly use an Introduced Supplier to procure

substantially the same goods or services outside AMS where the purpose or effect is to avoid AMS's agreed role or margin.

17.2 This restriction does not apply where the Customer proves a substantive pre-existing commercial relationship with that supplier for the relevant capability, where AMS gives written consent, or where AMS has materially breached the relevant Contract and failed to remedy the breach after reasonable notice.

17.3 If this clause is breached, AMS may recover its reasonably evidenced lost gross margin and reasonable enforcement costs, subject to applicable law. The parties intend compensation rather than a penalty. AMS may also seek injunctive or other equitable relief where damages are inadequate. **[Solicitor to confirm scope, remedy and enforceability.]**

18. Compliance, restricted work and export controls

18.1 Each party shall comply with applicable anti-bribery, sanctions, export-control, health and safety and environmental laws. The Customer shall identify controlled technical data, export restrictions, hazardous materials and regulated end uses before disclosure or order.

18.2 Unless expressly agreed under a tailored written quality and liability schedule, AMS does not accept work for aerospace flight-critical, nuclear safety-critical, medical implant, weapons, life-support or other applications where failure could reasonably cause death, serious injury or catastrophic loss. The Customer shall not conceal or misdescribe such use.

19. Liability

19.1 Nothing limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 Sale of Goods Act 1979, or any liability that cannot lawfully be limited or excluded.

19.2 Subject to the previous subclause, AMS is not liable for loss of profit, revenue, production, use, contract, opportunity, anticipated savings, goodwill or reputation, or for indirect or consequential loss. This exclusion does not exclude the direct reasonable cost of repair or replacement of other tangible property physically damaged by defective Goods where covered and otherwise recoverable at law. **[Solicitor and insurer to confirm.]**

19.3 Subject to the previous subclauses, AMS's total aggregate liability arising out of or in connection with a Contract, whether in contract, tort including negligence, misrepresentation, restitution or otherwise, shall not exceed **[the greater of £AMOUNT and 125% of the total Contract price]**. The cap must be aligned to insured limits, order value and foreseeable exposure before issue.

19.4 AMS is not liable to the extent loss results from Customer Materials, unauthorised modification or repair, use outside the Specification, continued use after a defect becomes apparent, failure to mitigate, or failure to follow storage, installation, maintenance or safety instructions.

20. Insurance

20.1 AMS shall maintain insurance reasonably appropriate to its activities, including **[public liability]**, **[product liability]** and **[professional indemnity]** with limits stated in the Order or available on reasonable request. Insurance does not increase the contractual limits of liability.

21. Termination

21.1 Either party may terminate a Contract by written notice if the other commits a material breach and, where capable of remedy, fails to remedy it within **[14]** days after notice, or suffers an insolvency event recognised under applicable law.

21.2 AMS may terminate immediately if performance would breach law, sanctions or export controls, or if the Customer's credit position creates a material and objectively reasonable risk of non-payment which is not resolved by reasonable security.

22. Consequences of termination

22.1 Termination does not affect accrued rights. The Customer shall pay for completed work, deliverable work in progress, non-cancellable commitments and reasonable termination costs. AMS shall, subject to payment and law, make available paid-for Customer Materials and usable paid-for work in progress.

22.2 Clauses intended by nature to survive do so, including payment, title, confidentiality, intellectual property, non-circumvention, liability, records and governing law.

23. Force majeure

23.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, excluding the Customer's obligation to pay amounts already due. The affected party shall notify the other, use reasonable endeavours to mitigate and resume performance. If the event continues for more than **[60]** days, either party may terminate the affected uncompleted part on written notice, with the Customer paying unavoidable committed costs and completed work.

24. Notices

24.1 Formal notices must be in writing and delivered by hand, pre-paid next-business-day post or email to the address stated in the Order or later notified for notices. Email notices are deemed received at 9:00 am on the next Business Day after transmission unless a delivery failure is received. This clause does not govern service of legal proceedings.

25. General

25.1 Neither party may assign a Contract without the other's prior written consent, not to be unreasonably withheld or delayed, except AMS may assign to a group company or purchaser of substantially all the relevant business on written notice.

25.2 No variation is effective unless in writing and agreed by authorised representatives. A waiver is effective only for the specific instance. If a provision is invalid, it shall be modified to the minimum extent necessary or severed without affecting the remainder.

25.3 The Contract is the entire agreement concerning its subject matter, except for fraud. Nothing creates a partnership, joint venture, fiduciary relationship or agency. A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it.

26. Governing law and jurisdiction

26.1 The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to either party's right to seek urgent interim relief in any competent court.

Drafting reference points (non-operative)

- Unfair Contract Terms Act 1977: exclusions and limitations used in standard business terms remain subject to statutory controls, including the reasonableness requirement where applicable.
- Sale of Goods Act 1979: business sales carry statutory implied terms including title, correspondence with description and satisfactory quality, subject to the applicable statutory rules.
- Supply of Goods and Services Act 1982: services supplied in the course of business carry an implied term of reasonable care and skill.
- Late Payment of Commercial Debts (Interest) Act 1998 and related regulations: qualifying commercial debts may attract statutory interest and fixed compensation.
- ICO UK GDPR guidance: a separate Article 28-compliant processing schedule is required where one party processes personal data on behalf of the other.

Prepared for solicitor review. The commercial selections in highlighted fields are not settled legal positions.