B2B TERMS OF SALE

Business-to-business sales of goods within the United Kingdom

Seller identity: MCW Acoustic Supplies – a division of MCW Insulation Ltd

Sales and notices: sales@mcw-acousticsupplies.co.uk | **Effective date:** 20 August 2026

1. Definitions and interpretation

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Contract: the contract between the Seller and the Customer for the sale and purchase of the Goods, comprising the Order Acknowledgement, any document expressly incorporated into it and these Terms.

Credit Account: a credit facility approved in writing by the Seller, subject to a stated credit limit and payment period.

Customer: the person, firm, company, public authority or other business purchasing the Goods from the Seller.

Delivery Location: the delivery address stated in the Order Acknowledgement or another location agreed in writing.

Goods: the goods, materials and related items described in the Order Acknowledgement, including any made-to-order, cut-to-size, specially purchased or bespoke items.

Order Acknowledgement: the Seller's written acceptance of the Customer's order, including any agreed payment route, delivery charge, specification and special terms.

Seller: the private limited company identified above, trading as MCW Acoustic Supplies – a division of MCW Insulation Ltd .

Terms: these Terms and Conditions of Sale, as in force on the date the Contract is made.

References to writing include email, except where these Terms expressly require a signed document. Headings do not affect interpretation. Words in the singular include the plural and vice versa.

2. Business-to-business application

These Terms apply only where the Customer enters into the Contract wholly or mainly for purposes connected with its trade, business, craft or profession.

By placing an order, the Customer confirms that it is acting as a business and that the person placing the order has authority to bind it.

A person buying wholly or mainly outside a trade, business, craft or profession must tell the Seller before ordering. Consumer sales require separate consumer terms. Nothing in these Terms limits any consumer right that cannot lawfully be limited.

3. Basis of contract and order acceptance

A quotation is an invitation to place an order and is not an offer capable of acceptance. A Customer purchase order or other order is an offer to buy the Goods on these Terms.

The Seller accepts an order only when it issues an Order Acknowledgement or, if earlier, begins manufacture or dispatches the Goods. A proforma invoice is a request for payment and does not by itself oblige the Seller to accept an order unless it states otherwise.

These Terms apply to the exclusion of any terms submitted by the Customer, including terms printed on or referred to in a purchase order, portal or delivery instruction, unless a variation is expressly agreed in a document signed by an authorised representative of the Seller.

If documents conflict, the following order of priority applies: first, any special term expressly stated to override these Terms in the Order Acknowledgement; second, the Order Acknowledgement; third, the Seller's final quotation or agreed specification; and fourth, these Terms.

Each accepted order forms a separate Contract.

4. Quotations, specifications and customer information

Unless stated otherwise, a quotation is valid for 30 days from its date and may be withdrawn before acceptance.

The Goods will materially conform to the description and any agreed specification in the Order Acknowledgement. Images, samples, colour swatches, weights, dimensions and performance figures are illustrative unless expressly identified as guaranteed values. Reasonable manufacturing, material and colour tolerances apply.

The Customer must provide complete and accurate quantities, dimensions, drawings, intended use, delivery details, approvals and other information requested by the Seller. The Seller may rely on that information.

Unless the Seller has expressly agreed in writing to carry out a survey or quantity take-off, the Customer is responsible for measurements, quantities, waste allowances and site conditions.

The Seller may correct an obvious clerical or pricing error before acceptance. After acceptance, a correction that materially affects price, quantity, specification or delivery requires the Customer's agreement.

The Seller may make a minor specification change required by law, safety or its manufacturer where the change does not materially reduce quality, function or agreed performance. The Seller will notify the Customer where reasonably practicable.

5. Prices and VAT

The price is the price stated in the Order Acknowledgement.

Unless expressly stated otherwise, prices exclude VAT, delivery, off-loading, special packaging, insurance, storage and any additional service, all of which will be charged at the applicable rate.

The Seller may charge reasonable additional costs caused by a Customer-requested change, inaccurate information, delayed approval, failed delivery, restricted access or another Customer default, provided those costs are explained and evidenced on request.

6. Payment terms

The payment route stated in the Order Acknowledgement applies. If no payment route is stated and the Customer has no active Credit Account with sufficient available limit, the order is proforma and clause 6.3 applies.

Credit Account. Where the Seller has approved a Credit Account, invoices are payable within the period confirmed for that account (for example, 30 or 60 days from the invoice date), subject to the credit limit and any special term in the Order Acknowledgement. The Seller may reduce, suspend or withdraw credit prospectively on reasonable notice or immediately where it reasonably believes payment is at risk; this does not change the due date of an invoice already issued.

Proforma - 100% before work starts. For a proforma order, the full price must be received as cleared funds before the Seller is required to commence production, reserve or purchase stock, place an order with a manufacturer, or dispatch any Goods.

50% / 50% option. This option applies only where it is expressly stated in the Order Acknowledgement. The first 50% must be received as cleared funds before the Seller is required to commence production, reserve or purchase stock, or place an order with a manufacturer. The remaining 50% must be received as cleared funds before dispatch.

For Credit Account orders, the Seller may invoice on dispatch, delivery or at another milestone stated in the Order Acknowledgement. For staged or instalment deliveries, the Seller may invoice each stage or instalment separately.

Payment must be made in pounds sterling by the method stated on the invoice, without deduction, withholding, counterclaim or set-off except where the law requires otherwise. The Customer is responsible for its bank charges.

The Customer must raise a genuine invoice dispute promptly, normally within 7 Business Days of receipt, giving reasons and supporting information. A failure to do so does not waive a genuine error that could not reasonably have been identified earlier. Any undisputed amount remains payable by the due date.

Time for payment is of the essence. On an overdue commercial debt, the Seller may claim statutory interest, fixed-sum compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and related legislation, in each case at the rate or amount applying from time to time.

If payment is overdue, the Seller may suspend performance or delivery, place further orders on proforma, and recover reasonable storage and re-delivery costs. The exercise of those rights does not waive the right to payment or any other remedy.

Any refund or use of an advance payment following cancellation is governed by clause 8; an advance payment is not automatically forfeited.

7. Lead times

A lead time is an estimate unless the Order Acknowledgement expressly states a fixed delivery date and that time is of the essence.

Orders requiring upfront payment. Any quoted lead time starts on the first Business Day after both: (a) the required proforma payment or first-stage payment has been received as cleared funds; and (b) the Seller has received all final specifications, quantities, drawings, delivery information and approvals it reasonably requires. A payment confirmation or transfer instruction is not cleared funds.

Credit Account orders without upfront payment. The lead time starts on the first Business Day after the Order Acknowledgement has been issued, all required final information and approvals have been received, and sufficient credit is available.

If the Customer delays an approval, information, payment or delivery instruction, or exceeds its credit limit, the lead time is paused. When the issue is resolved, the Seller may provide a revised lead time based on then-current production and carrier availability.

Where a 50% balance or other pre-dispatch payment is not received when requested, the Seller is not required to reserve a dispatch slot. Completed Goods may be stored at the Customer's risk after delivery has been validly tendered and at the Customer's reasonable cost.

If the Seller misses an expressly fixed delivery date for a reason within its reasonable control, the Customer may give a reasonable final period of at least 10 Business Days. If delivery is still not made, the Customer may cancel the affected undelivered Goods and receive a refund of sums paid for them. Delays beyond reasonable control are dealt with under clause 17.

8. Changes, cancellation and returns

After acceptance, the Customer may change or cancel an order only with the Seller's written agreement.

A requested change may alter the price and restart or extend the lead time. The Seller will confirm the effect before implementing the change where reasonably practicable.

Non-defective standard stock Goods may be accepted for return only with the Seller's prior written return authorisation. They must be unused, undamaged, in original resaleable packaging and returned within the period agreed by the Seller. The Customer pays return carriage and any reasonable inspection, handling or restocking charge notified before return.

Made-to-order, cut-to-size, specially purchased, bespoke, opened, installed or used Goods are not returnable merely because they are no longer required. This does not affect rights relating to defective or misdescribed Goods.

If the Seller agrees a cancellation after it has incurred costs or committed to a manufacturer or carrier, the Customer must pay the Seller's reasonable and evidenced irrecoverable costs, work in progress and cancellation or restocking charges, up to the Contract price. The Seller will refund any remaining balance of advance payments.

If Goods are discontinued or become unavailable before production or purchase has been committed, the Seller may propose a reasonable substitute. If the Customer does not accept it, either party may cancel the affected Goods and the Seller will refund sums paid for them.

9. Delivery

The delivery method, Delivery Location and any charge are stated in the Order Acknowledgement. Unless a timed or specialist service is expressly agreed, delivery dates and times are estimates.

Standard delivery is kerbside or to a safe ground-level unloading point accessible to the delivery vehicle. The Customer must provide safe and unobstructed access, a responsible person to receive the Goods and, unless otherwise agreed, suitable labour and equipment for prompt unloading. The carrier is not required to move Goods through a building or onto another floor.

The Seller may deliver in instalments where reasonable. Each instalment may be invoiced separately. A delay or defect affecting one instalment does not entitle the Customer to cancel another instalment unless it substantially deprives the Customer of the benefit of the Contract as a whole.

Delivery is completed: (a) where the Seller appoints the carrier, when unloading at the Delivery Location is completed; (b) for collection or a carrier appointed by the Customer, when the Goods are handed to that carrier or loaded onto the collecting vehicle; or (c) where the Customer has authorised an unattended or leave-safe delivery, when the Goods are placed at the agreed location.

If delivery is prevented because the Customer does not provide access, personnel, unloading facilities or accurate instructions, the Seller may return or store the Goods. Delivery will be treated as tendered for the purposes of risk, storage and re-delivery charges, and the Customer must pay the reasonable resulting costs. The Seller will arrange re-delivery when practicable after those costs and any overdue sum are paid.

A signed or electronic proof of delivery is prima facie evidence of delivery to the stated location and quantity, but does not by itself prevent a claim for concealed damage or shortage made under clauses 10 and 11.

10. Third-party carriers and transit claims

The Seller may appoint a third-party carrier. The Seller remains responsible for its contractual delivery obligations, but a carrier has no authority to change the Contract, make technical promises or accept a variation on the Seller's behalf.

The Seller will use reasonable care in selecting and instructing a carrier. It does not guarantee a carrier's estimated arrival time and, subject to clause 16, is not liable for a carrier delay caused by traffic, weather, network disruption or another event beyond the Seller's reasonable control.

Where safe and practicable, the Customer must inspect packaging and visible surfaces on arrival, note visible damage or shortage on the proof of delivery and take photographs before or during unloading. If inspection is not reasonably possible, the Customer should sign as unchecked.

The Customer must notify the Seller in writing: (a) of visible transit damage or shortage within 2 Business Days after delivery; (b) of complete non-delivery within 2 Business Days after the notified expected delivery date; and (c) of concealed transit damage within 5 Business Days after discovery. The notice should include the order number, delivery note, affected quantities, photographs and available packaging evidence.

The Customer must preserve affected Goods and packaging and allow the Seller or carrier a reasonable opportunity to inspect them. The Customer must take reasonable steps to prevent further loss.

Failure to follow clause 10.4 does not automatically defeat a valid claim where compliance was not reasonably possible and the Customer notified the Seller promptly after discovery. The Seller is not liable to the extent that a delay or disposal of evidence materially prejudices investigation or recovery from the carrier.

For a valid transit claim arising before risk passed, the Seller will, at its option and within a reasonable time, repair or replace the affected Goods, re-deliver a shortage, or refund the price of the affected Goods and any corresponding delivery charge.

11. Inspection, shortages and defects on delivery

The Customer must inspect the Goods promptly after delivery and before installation, cutting, mixing, bonding or incorporation into other work, so far as the relevant issue could reasonably be detected at that stage.

A shortage, wrong item, apparent defect or non-conformity not caused in transit must be notified in writing promptly and normally within 5 Business Days after delivery or discovery, with reasonable details and evidence.

The Customer must stop using or installing affected Goods where continued work could reasonably increase loss. Using Goods despite an obvious issue does not automatically waive a claim, but the Customer is responsible for avoidable additional loss and the Seller is not liable to the extent materially prejudiced.

The Seller must be given a reasonable opportunity to inspect or test the Goods before they are returned, destroyed, altered or repaired by another person, except where urgent action is reasonably required to protect safety or prevent further damage.

This clause does not remove rights relating to a latent defect that could not reasonably have been identified on initial inspection.

12. Risk and title

Risk of loss or damage passes to the Customer when delivery is completed or treated as tendered under clause 9. Where the Customer appoints the carrier, risk passes on handover to that carrier.

Title to the Goods does not pass until the Seller has received in cleared funds all sums due in respect of those Goods, including any applicable delivery charge and VAT.

Until title passes, the Customer must, so far as reasonably practicable, keep the Goods identifiable as the Seller's property, store them safely and separately, keep them insured for their full replacement value, and not charge or pledge them as security.

The Customer may resell the Goods in the ordinary course of its business before title passes. That permission ends immediately if payment becomes overdue or the Seller validly terminates or suspends the Contract. Any resale is by the Customer as principal and not as the Seller's agent.

If the right to resell has ended and title has not passed, the Seller may require the Customer to return the Goods and, if it does not do so promptly, may enter premises where the Goods are reasonably believed to be located to recover them, on reasonable notice where practicable and subject to applicable law. The Customer grants the Seller an irrevocable licence for that limited purpose.

The passing of risk is independent from the passing of title.

13. Product quality, warranty and remedies

The Seller warrants that, at delivery, it has the right to sell the Goods and the Goods will materially conform to the agreed description or specification and be of satisfactory quality, subject to reasonable tolerances and these Terms.

Where a manufacturer warranty applies and is capable of transfer, the Seller will provide its benefit to the Customer, subject to the manufacturer's valid conditions.

Unless a different written warranty period applies, the Seller provides a 12-month contractual warranty from delivery against defects in materials or manufacture. The Customer must notify a suspected defect promptly after discovery. The 12-month warranty is an additional contractual remedy and does not shorten any statutory limitation period or exclude a right that cannot lawfully be excluded.

For a valid claim, the Seller will first be entitled, at its option and within a reasonable time, to repair the Goods, replace them, supply any missing quantity or refund an appropriate part of the price. If the selected remedy is impossible, disproportionate or fails to resolve the breach within a reasonable time, the parties will agree another appropriate remedy, subject to clause 16.

The warranty does not cover a problem caused by fair wear and tear; accidental damage; abnormal use; incorrect storage, handling, acclimatisation or installation; site moisture, temperature or contamination; failure to follow instructions or maintain the Goods; alteration or repair by another person; incompatibility with materials not approved by the Seller; or inaccurate Customer information.

The Seller will pay reasonable return or collection costs for a valid defect claim. If inspection reasonably shows that the Goods conform and are not defective, the Customer must pay the reasonable inspection, collection and re-delivery costs notified to it.

Nothing in this clause excludes or restricts liability for title or any implied term or remedy except to the extent permitted by the Sale of Goods Act 1979, the Unfair Contract Terms Act 1977 and other applicable law.

14. Customer responsibilities and technical guidance

The Customer is responsible for confirming that the Goods, system build-up, quantities and intended use are suitable for its project, site conditions, substrate, adjoining materials and applicable legal or regulatory requirements, unless the Seller has expressly accepted a specific design responsibility in writing.

General technical guidance, data sheets, test reports, drawings and calculations are provided to assist product selection and installation. Unless expressly incorporated into the Contract as a site-specific design service, they do not replace the judgment of the Customer's architect, acoustic consultant, engineer, contractor or other competent professional.

Where the Seller expressly agrees to provide a design or advisory service, it will use reasonable care and skill based on the information supplied by the Customer. The Customer remains responsible for disclosing all relevant site and performance information and for obtaining required approvals.

Published acoustic, fire, thermal, structural or other performance data may come from controlled tests of a stated assembly. Actual site performance can vary with workmanship, flanking paths, substrates, dimensions and surrounding construction. The Seller does not guarantee a project result unless a specific written performance warranty is included in the Order Acknowledgement.

The Customer must store, handle and install the Goods in accordance with current instructions, good industry practice and applicable law, using competent installers and appropriate personal protective equipment.

15. Suspension and termination

The Seller may suspend manufacture, purchasing, dispatch, delivery or further credit if payment is overdue, the credit limit would be exceeded, required information or access is missing, or the Seller reasonably believes the Customer may be unable to pay. Where practicable, the Seller will give notice and an opportunity to remedy the issue.

A suspension caused by the Customer extends the lead time. The Customer must pay reasonable additional storage, carrier, supplier and remobilisation costs caused by the suspension.

Either party may terminate the affected Contract by written notice if the other commits a material breach and, where the breach can be remedied, fails to remedy it within 14 days after written notice requiring it to do so.

Subject to any restriction imposed by applicable insolvency law, either party may terminate by written notice if the other ceases or threatens to cease business, enters liquidation other than for a solvent restructuring, has an administrator or receiver appointed, enters an arrangement with creditors, or is subject to an equivalent event.

Termination does not affect accrued rights. The Customer must immediately pay outstanding invoices for Goods already delivered. Where termination results from a Customer breach or an agreed Customer cancellation under clause 8, the Customer must also pay the reasonable value of completed work, committed materials and irrecoverable supplier costs, subject to the Contract price. The Seller will refund any remaining advance payment relating to work not performed or costs not incurred. Where termination results from the Seller's unremedied breach, the Seller will refund advance payments for the affected undelivered Goods.

Clauses intended by their nature to continue, including payment, title, liability, confidentiality, intellectual property and governing law, survive termination.

16. Liability

Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products to the extent liability cannot lawfully be limited; or any other liability that cannot lawfully be excluded or limited.

Subject to clause 16.1, neither party is liable to the other for loss of profit, revenue, anticipated savings, business, contracts, opportunity, goodwill or reputation, or for any indirect or consequential loss, except that this does not exclude sums properly due under the Contract or reasonable direct costs of dealing with a valid claim.

Subject to clauses 16.1 and 16.2, the Seller's total aggregate liability arising out of or in connection with one Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, will not exceed 150% of the net price paid or payable under that Contract.

The limitations in this clause apply only to the extent they are fair and reasonable under the Unfair Contract Terms Act 1977 and other applicable law. If a limitation is held ineffective, it will apply to the maximum extent permitted.

The Seller is not liable to the extent a loss is caused or increased by inaccurate Customer information, improper storage or installation, use contrary to instructions, unauthorised alteration, failure to stop work after an obvious issue, or failure to take reasonable steps to mitigate loss.

If the Customer reasonably requires a higher liability cap or project-specific insurance, it must request this before the Contract is made. Any agreed increase may be subject to insurer approval, an additional charge and a written special term in the Order Acknowledgement.

17. Force majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control, including extreme weather, flood, fire, epidemic, war, terrorism, civil disorder, industrial dispute not limited to its own workforce, failure of utilities or transport networks, cyber incident despite reasonable security, government action, import restriction, or an unforeseeable manufacturer or raw-material shortage.

The affected party must notify the other as soon as reasonably practicable, take reasonable steps to reduce the effect and resume performance. Time for the affected obligation is extended for the duration of the event.

A force majeure event does not excuse payment for Goods already delivered or an obligation that could reasonably be performed by an alternative method without disproportionate cost.

If the event prevents a material part of the Contract for more than 60 consecutive days, either party may cancel the affected unperformed part on written notice. The Customer must pay for Goods delivered and any completed bespoke Goods it elects to take; the Seller will refund the balance of advance payments for the cancelled part.

18. Intellectual property

All intellectual property rights in the Seller's quotations, drawings, specifications, calculations, installation details, branding, product literature and know-how remain owned by the Seller or its licensors.

The Customer receives a non-exclusive, non-transferable licence to use material supplied by the Seller only as reasonably required to install, use and maintain the Goods for the relevant project. It must not reproduce or use that material to manufacture competing goods.

The Customer grants the Seller a licence to use Customer-supplied drawings, marks and specifications solely to perform the Contract and warrants that this use will not infringe another person's rights. The Customer will reimburse the Seller for a third-party intellectual property claim caused by those materials, provided the Seller promptly notifies the Customer, allows reasonable control of the defence and mitigates its loss.

Ownership of bespoke tooling, prototypes or design files will be as stated in the Order Acknowledgement. If it is not stated, they remain the Seller's property even where the Customer contributes to their cost.

19. Confidentiality and data protection

Each party must keep the other's confidential commercial and technical information confidential and use it only to perform or enforce the Contract.

This duty does not apply to information that is public other than through breach, was lawfully known without restriction, is independently developed, or is lawfully received from another source.

A party may disclose confidential information to personnel, professional advisers, insurers, manufacturers and carriers who need it for the Contract and are subject to appropriate duties, or where disclosure is required by law.

Each party will comply with applicable UK data protection law. The Seller may process business contact and delivery data as described in its privacy notice and may share necessary details with manufacturers, carriers, payment providers and professional advisers.

The confidentiality obligations continue for three years after the Contract ends, and for trade secrets for so long as they remain trade secrets.

20. General

Operational notices may be sent to the email or address used for the order. A formal notice of breach or termination must be delivered by hand, prepaid first-class post or email to the notice details in the Order Acknowledgement. It is deemed received: by hand, on delivery; by post, at 9:00 am on the second Business Day after posting; or by email, when sent without an error message before 5:00 pm on a Business Day, otherwise at 9:00 am on the next Business Day. This clause does not govern service of legal proceedings.

The Customer may not assign or transfer the Contract without the Seller's prior written consent, not to be unreasonably withheld. The Seller may assign it to a group company or a purchaser of the relevant business on written notice, provided this does not reduce the Customer's rights.

The Seller may subcontract manufacture, warehousing and delivery but remains responsible for performance of its obligations under the Contract.

The Contract is the entire agreement about its subject matter. Each party acknowledges that it has not relied on a statement not set out in the Contract, but nothing limits liability for fraud or fraudulent misrepresentation.

A variation is effective only if in writing and signed by authorised representatives of both parties, except that the Seller may update these Terms for future orders by publishing or supplying a new version before those orders are accepted.

A delay or failure to exercise a right is not a waiver. A waiver is effective only in writing and only for the matter stated.

If a provision is invalid or unenforceable, it will be treated as modified to the minimum extent necessary to make it valid. If that is not possible, it is deleted without affecting the remaining provisions.

Nothing in the Contract creates a partnership, joint venture, fiduciary relationship or agency between the parties.

A person who is not a party to the Contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

21. Governing law and jurisdiction

The Contract and any non-contractual obligation or dispute arising from it are governed by the law of England and Wales.

The courts of England and Wales have exclusive jurisdiction, except that the Seller may seek an interim remedy or enforce a judgment in any court with jurisdiction over the Customer or its assets.