



BOROUGH
CHROME 
Injection Moulding ▪ Electroplating

Conditions of Trading

1st July 2026

CONDITIONS OF TRADING

1. We put forward and accept all orders subject only to our standard Conditions of Trading which are set out below notwithstanding the fact that any other conditions whether inconsistent or not are contained in your order. No addition to or variation of our standard Conditions shall have effect unless we expressly accept such variation or addition in writing under the hand of a responsible official.
2. (a) Quotations are based on current costs and prices are subject to alteration on or after submission of quotation or acceptance of order.

(b) Unless otherwise agreed by us in writing payment is due within 30 days end of month (NET30), from the date of the invoice. We shall be entitled to charge interest at the rate of 2% above Annual base rate of Bank of England for the time being on any overdue payment whether before or after any judgement and to recover all costs of collection.

(c) In the event of the whole order hereby quoted for not being placed with us we reserve the right to revise our prices.
3. (a) Quotations are made, orders accepted, and deliveries made without any guarantee expressed or implied those goods whether supplied by us or treated by us are suitable for use under any specific conditions, although such conditions may be known to us at the time. It is for the customer to satisfy itself of the suitability of the goods so supplied or treated for its own purposes and it shall be deemed so to have done.

(b) i Quotations are valid for 30 days, after which time they are liable to be reviewed.

ii Quotations based on drawings and or data supplied may be subject to change, when an actual component is received and processed.

(c) No guarantee is given as to wear or life of the goods supplied by us or treated by us save that subject to the conditions set out in Condition 3(a) and below if goods of our own manufacture are returned by the original customer within one month of the date of delivery carriage paid to us and the goods so manufactured by us are found to be defective by reason of bad materials or bad workmanship then we will repair or replace the goods free of charge or, at our opinion, reimburse to you the price of the goods received by us.

(d) If goods treated by us are returned by the original customer within one month of the date of delivery, carriage paid to us and found to be defective against treatment specification by reason of bad materials or workmanship, then we will either retreat the goods free of charge or, at our option, reimburse to you the treatment charges received by us.

(e) The warranties referred to above do not apply to goods not of our own manufacture and will be validated if the goods have been misused or subjected to onerous or unusual conditions of use or if any alterations or repairs are done to the goods other than by ourselves and in no circumstances will we have any liability in respect of the costs of removing the goods from any other goods to which or in which they may have been affixed or incorporated.

(f) Subject as set out above all guarantees, warranties, and conditions implied by common law, statute or otherwise, and whether in contract or in tort are hereby excluded.

(g) We do not in any circumstances whatsoever accept any liability for indirect or consequential losses such as but not limited to loss of profits, loss of contract, or loss of market or costs of labour.

(h) We reserve the right to increase the price of processing should there be a significant increase in the price of raw materials, that is incurred due to circumstances beyond our control.

BOROUGH LIMITED

Injection Moulders and Electroplaters of Plastic Components
65 Progress Road, Leigh-on-Sea, Essex, SS9 5JT, UK
Tel: +44(0)1702 425425 Website: www.borough.co.uk
Registered in England No.2436151 Registered Office: 65 Progress Road, Leigh-on-Sea, Essex SS9 5JT



4. Dates given for delivery are approximate only, and we disclaim any liability for delay however arising.
5. We reserve the right to suspend any order or part of an order where compelled to do so by reasons beyond our reasonable control including but not limited to fire, strikes, lockouts, war, act of God, accidents to workmen or machinery, shortage or unavailability of raw materials or components (imported or otherwise) from normal sources or routes of supply, whether at our Works or the Works of our Suppliers or in transport.
6. Any tools, dies, moulds, jigs and fittings, whether their part cost be quoted or otherwise, remain our property and will in no case leave our Works. They are preserved for a reasonable time in anticipation of future orders but without any liability whatsoever on our part. We reserve the right to charge the customer any cost which would otherwise be borne by us in respect of tools, dies, moulds, jigs and fittings manufactured to order or schedule requirements of the customer or in excess of these where delivery schedules have been accepted in writing which eventually fail to materialise to their full extent for any reason beyond our control.
7. Plating free issued mouldings; Allow a general 10% scrap in the quantities supplied. This may differ up or down depending on the size/ complexity and quality expectations of the part. Additional parts will be needed for the initial development of plating jigs, in the interim to get part approval. Mouldings supplied to Borough are assumed to be suitable for the electroplating process and any mouldings found to be unsuitable will be returned. Mouldings should be free of moisture, sink, stress, flash, mica etc. Mouldings Plated and subsequently found as unsuitable mouldings, are liable to be charged for.
8. Mould and plate from supplied Tools; Borough is not liable for any tooling issues found to cause inferior mouldings quality. Tool rectification found to be needed, will be at the customers expense.
9. Mould and Plate from tooling sourced by Borough. Will be supplied to the agreed and quoted drawing specifications.
10. Plating Jigs will be ordered in line with the Borough issued quotation. They will be designed and intended for the parts in question and subject to chargeable periodic maintenance, determined by age and amount of use over a given period.
11. Part Quality; our quotations will take on board the required testing performance and aesthetic quality standards expected as identified on issued drawings. Quality acceptance by way of a PSW, PPAP etc is required before committing to volume production. Any changes to the sign off quality/ performance expectations will result in a review of quoted prices.
12. Tooling; Ownership of injection mould tools only transfers, after 100% of the price is paid to Borough Chrome.
13. Packaging of mouldings supplied and intended return of processed parts, will need to be sufficiently covered considering protection so as not to damage/mark raw mouldings, or 'A' surfaces of plated product.
14. Delivery Costs will be quoted, or included in the unit price of the part and dependent upon the minimum stated order quantity. If volumes required are less than the minimum quoted MOQ, then we reserve the right to charge additional delivery costs.
15. Design; unless specified the sender of the CAD data is design responsible.
16. Force Majeure; we reserve the right to review our quotations with our customers, should costs rise considerably, being out of our control and affect the cost of manufacture, resulting in excessive price changes.
17. Payment of account; any deviation to NET30 EOM will need to have been agreed with our Accounts Department.
18. Risk in the goods shall pass on delivery to the customer.

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19. In the event of any goods which are in our possession for processing being lost, damaged or scrapped, whether in the course of processing or otherwise:
- (a) In respect of goods lost in transit between our Works, or of the Works of our Suppliers, to that our Customer shall be covered by our Goods in Transit insurance. However we accept no liability for the goods for processing being lost in transit to our Works.
- (b) In respect of that number of components lost, damaged or scrapped during process which is below 10% of the total number of components invoiced to any one customer in any calendar year, we shall be free from liability of any kind, and
- (c) In respect of that number in excess of such 10% provided the value of such components in their untreated state shall have been given to us in writing prior to or at the time of our receiving them, we accept liability to the payment by way of compensation of the lesser amount of, (i) such value or (ii) the price chargeable by us for treating such goods, as represent the excess so lost, damaged or scrapped.
20. We shall have a general and particular lien and right of detention on all goods whether manufactured by us or not including goods sent to us for processing by the customer, which are in our possession, custody or control for all sums due at any time from the customer. We shall be entitled to sell or dispose of such goods by auction or otherwise at our sole discretion as agent for and at the expense of the customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sum due to us and the costs of sale or disposal we shall be discharged of any liability whatsoever in respect of such goods.
21. (a) No property in goods supplied by us shall pass to the customer so long as it is indebted to us in respect of any goods or services.
- (b) Without prejudice to the generality of Condition 10 (a) no property in the goods supplied by us hereunder shall pass to the customer until the price of these goods has been paid in full.
- (c) After the goods have been delivered to the customer and until receipt of full payment by us the goods and any proceeds of sale of the goods shall be held by the customer as a mere bailee for us and in a fiduciary capacity for us and to our order.
- (d) If payment is overdue in whole or in part we may (without prejudice to any of our other rights) recover or resell the goods or any of them and we may enter upon the customer's premises by our servants or agents for that purpose. Payments shall be deemed automatically to become due upon the commencement of any act or proceeding in which the customer's solvency is concerned.
22. We shall be entitled to terminate this contract by written notice if the customer becomes insolvent, goes into liquidation, or has a receiver appointed over the whole or any part of its undertaking or assets.
23. We reserve the right to sub-contract the whole or any part of this contract.
24. The customer shall indemnify us against all claims, damages, penalties, costs and expenses arising out of their infringement of any intellectual property rights as the result of any work carried out in accordance with the customer's specification and instructions.

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25. In the event that any of this contract shall be determined to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this contract which shall be construed as if such illegal, invalid, or unenforceable provision had not been inserted.
26. This contract shall in all respects be construed and governed by the law of England and the parties submit to the jurisdiction of the English courts in respect of all disputes arising out of or in connection with the contract.
27. All prices, unless otherwise stated, are quoted exclusive of VAT. In addition, unless otherwise specified in writing by the Seller, quotations issued in a currency other than sterling may be subject to amendment in the event of fluctuation in the applicable exchange rate prior to the date of invoice.
28. Borough Ltd, acting as suppliers or sub-contractors, do so on the understanding by 'the customer' that the above conditions are accepted and supersedes any expressed or implied in the conditions of 'customers' order.
29. Data Protection Act 1998. Please see Appendix A attached to these conditions that refer to trading with partnerships and Sole Traders.

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APPENDIX A

DATA PROTECTION NOTICE TO SOLE TRADERS AND PARTNERSHIPS

1. We may transfer information about you to our Bankers/Financiers, in order for them to provide their services to us and other customers of theirs and to help them (a) obtain credit insurance (b) undertake credit control (c) undertake assessment and analysis (including credit scoring, market, product and statistical analysis) (d) securitise debts and (e) protect their interests.
2. We or our Bankers/Financiers may make credit reference agency searches in respect of your business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about you.
3. Our bankers/Financiers may give information about you and your indebtedness to the following for the purposes stated:
 - a) Any other divisions or associated companies of theirs – for the business purposes of such divisions or companies.
 - b) Our or their insurers – to quote for and issue any credit policy or to deal with any claims;
 - c) Any advisers acting on our or their behalf – so the advisers can carry out their services;
 - d) Any business to whom your indebtedness or our financing arrangements with them may be transferred – to facilitate such transfer:
 - e) To any person to whom they have a duty of disclosure or to whom the law permits disclosure
4. Our Bankers/Financiers may make decisions about you solely using an automated decision making process, such as credit scoring; however, they will tell us (and in turn we will tell you) if they make a significant decision only using such a process. Through us you can then request a review of their decision using other means.
5. Our Bankers/Financiers may monitor and/or record your phone calls to them for training and/or security purposes.
6. We will provide you with details of our Bankers on request, including a contact telephone number from where you can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

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