

VERSION 1 | 15 September 2026

Terms of Business

Business-to-business terms for introductory visits, protected diagnostics and practical engineering implementation.

These terms are designed to keep an MSE engagement clear, proportionate and commercially workable. They apply only where a customer is acting in the course of business. A quotation, scope or project agreement records what MSE will actually deliver for each job.

What controls	Signed project terms first, then the quotation/scope, then these Terms.
Free first visit	30-60 minute orientation and go/no-go discussion; not a full diagnosis or implementation plan.
Protected diagnostic	£1,200 paid before work; full refund if the agreed £20,000 annual-opportunity test is not demonstrated.
If MSE implements	The £1,200 diagnostic fee is credited once against the final invoice for the relevant implementation.
Deliverable rights	Internal-use rights after full payment; MSE keeps its methods, know-how and reusable engineering tools.

This summary is for orientation only. The numbered clauses below form the agreement.

1. The parties and key words

"MSE", "we" or "us" means Manufacturing Systems Engineering Ltd. "Customer" or "you" means the business buying or requesting the Services. "Project Documents" means any quotation, scope, diagnostic agreement, change record or other project-specific document accepted by both parties. "Project" means the work covered by one accepted quotation or diagnostic agreement and its accepted written changes. A later implementation is a separate Project unless the Project Documents expressly combine it. "Deliverables" means the documents, designs, code, physical items or other outputs expressly listed in the Project Documents. "Services" means the work described in the Project Documents, including any Introductory Visit, Protected Diagnostic or Implementation.

"Business Day" means Monday to Friday excluding public holidays in England. References to writing include email and accepted electronic signatures.

2. How a contract is formed and what takes priority

A contract is formed when, after these Terms have been supplied to the Customer or expressly identified by a working link in the quotation before acceptance, the Customer does the first of: accepting a quotation or Project Document in writing; paying an invoice or deposit; or instructing or permitting MSE to start the Services. The person doing so confirms that they have authority to bind the Customer.

If documents conflict, the order is: (1) any project-specific terms signed by both parties; (2) the accepted quotation and scope; (3) these Terms. A Customer purchase order or portal does not add or replace terms unless MSE expressly agrees to those terms in writing. A change is binding only when recorded in writing by authorised representatives of both parties.

3. What MSE provides

MSE will provide the Services described in the Project Documents with reasonable care and skill. Unless expressly stated otherwise, dates are reasonable estimates rather than strict deadlines. MSE may use competent assistants or subcontractors and remains responsible for their work and confidentiality obligations.

MSE may decline or pause work that is outside the agreed scope, beyond its competence, unsafe, unlawful or dependent on unavailable information. No work on controlled machinery, live production, safety-critical functions or regulated compliance is included unless the Project Documents expressly include it and the necessary controls and authority are in place.

4. Free Introductory Visit

Where offered, the Introductory Visit is a free 30-60 minute orientation and a practical go/no-go discussion on whether a measured diagnostic appears justified. It is free for sites within two hours' one-way travel unless another arrangement is agreed in writing.

The Introductory Visit is not a full investigation, audit, safety assessment, design, valuation or production-ready recommendation. Any comments are preliminary and must not be relied on as instructions to change a process, machine or product. Either party may stop the visit or decide not to proceed, with no obligation to buy or supply further work.

5. Protected Diagnostic and the £20,000 test

Before a Protected Diagnostic begins, the parties will record the scope, access, inputs, calculation basis, evidence, assumptions, review/delivery date and any project-specific exclusions. The diagnostic fee is £1,200 and is payable in cleared funds before work begins, unless a signed Project Document states otherwise.

The test. MSE will investigate the agreed productive transition or other agreed scope and present the measured evidence, calculation and practical opportunity. The test is whether MSE demonstrates at least £20,000 of credible annual improvement opportunity using the inputs, assumptions and calculation basis agreed before work began.

If the threshold is not demonstrated. If MSE delivers the agreed review but does not demonstrate the threshold, MSE will refund the full £1,200 diagnostic fee, together with any VAT charged on it, within 10 Business Days. This is the Customer's contractual remedy for failure to meet that express threshold, without limiting rights that cannot lawfully be limited.

If the threshold is demonstrated. The diagnostic fee is earned when MSE has delivered the agreed review and demonstrated the threshold on the agreed basis. No refund is due merely because the Customer decides not to implement, has no current demand for the released capacity, or values the opportunity differently from the agreed calculation basis.

Implementation credit. If the Customer commissions MSE to implement the relevant opportunity, any diagnostic fee earned and retained by MSE is credited once against the final implementation invoice. A refunded amount cannot also be credited. The credit is non-transferable, has no cash value, cannot be used twice and cannot exceed the implementation fees due.

Incomplete diagnostic. If MSE ends the Protected Diagnostic before the agreed review for a reason not caused by the Customer, MSE will make the same full refund within 10 Business Days, with no deduction for MSE time. If MSE materially fails to perform the agreed diagnostic and does not remedy that failure within 10 Business Days after written notice, the Customer may end it and receive the same full refund.

Customer-controlled prevention. If inaccurate information, missing access, delay, changed conditions or another Customer-controlled matter prevents completion, MSE will identify the missing access, information, decision or remedy in writing and allow a reasonable opportunity to resolve it. Clause 11 applies only to the extent that the Customer-controlled matter prevents completion. It does not remove a refund that had already become due under this clause.

Events outside either party's control. If either party ends an incomplete Protected Diagnostic under clause 18, MSE will refund the full diagnostic payment, together with any VAT charged on it, within 10 Business Days. No charge for MSE's diagnostic time will be deducted.

WHAT THE £20,000 FIGURE MEANS

It is a credible annual opportunity assessed using agreed inputs and assumptions. It is not a promise of cash, profit, orders or demand. Released productive capacity becomes commercial value only if the Customer can and chooses to use it.

6. Customer responsibilities

The Customer will provide timely access, accurate and complete information, suitably informed personnel, decisions and approvals reasonably needed for the Services. MSE may rely on information supplied by or for the Customer without independently auditing it unless the Project Documents expressly require verification.

- The Customer will identify applicable site rules, hazards, inductions, permits, personal-protective-equipment requirements and controlled or safety-critical processes before relevant work begins.
- The Customer remains responsible for site control, production decisions, operator authorisation, backups of programs and data, product conformity, regulatory compliance and release of parts to production unless the Project Documents expressly allocate a specific responsibility to MSE.
- The Customer will obtain authority to disclose third-party information and will not require MSE to copy, use or disclose material in breach of another person's rights.
- Where people may be photographed, recorded or otherwise identifiable, the Customer will help provide appropriate notice and confirm site authority. MSE will still obtain the specific permission required by clause 15.

7. Access, safety and control of machinery

MSE will follow notified reasonable site rules and may stop or refuse work where conditions appear unsafe, unlawful or outside the agreed authority. The Customer retains day-to-day control of its site, people, machinery and production.

MSE will not operate, alter, bypass or recommission machinery or controls unless the Project Documents authorise that activity and the Customer has provided the required access, competent support and safety arrangements. Unless expressly included, the Customer performs final safety validation, production approval and regulatory sign-off before use.

These allocations do not exclude either party's statutory duties. MSE remains responsible for the duties that apply to its own design, supply, installation or modification work. Before relevant implementation begins, the Project Documents will identify the required assessment, testing, safety information and release responsibilities. Work will not proceed without an agreed lawful route to safe use.

8. Fees, invoices, tax and expenses

Fees and payment stages are stated in the Project Documents. Invoices are payable on receipt unless another due date is stated in writing. Prices are exclusive of VAT and similar taxes, which will be added only where legally chargeable. Payment must be made in full without set-off, counterclaim or deduction except where the law requires otherwise.

MSE may charge statutory interest and fixed recovery compensation on overdue commercial debts under the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable recovery costs allowed by law. MSE may suspend work while any undisputed amount is overdue.

Travel, materials, specialist services, accommodation and other expenses are chargeable only where included in the quotation or approved in writing. The free-travel arrangement in clause 4 applies only to the Introductory Visit. Title to physical items supplied by MSE passes only after all amounts due for them have been paid; risk passes on delivery unless agreed otherwise.

9. Changes, delays and additional work

Either party may request a change. MSE is not obliged to begin changed or additional work until the effect on scope, evidence, price and timing has been agreed in writing. If site conditions, supplied information or dependencies differ materially from what was agreed, MSE may propose a change, pause the affected work or continue only the unaffected work.

Dates will move reasonably where delay is caused by the Customer, a supplier, restricted access, changed conditions or an event outside MSE's reasonable control. MSE may charge for additional time and unavoidable cost caused by a Customer delay where the basis is explained and approved, or where the Project Documents already state the applicable rate.

10. Delivery, review and correction

MSE may deliver documents electronically and physical items at the agreed location. The Customer will review a Deliverable promptly and notify MSE in reasonable detail of any material failure to meet the agreed scope. For document-based Deliverables, notification should normally be made within 10 Business Days. If no notice is received, the Deliverable is treated as accepted for completion and invoicing purposes, without removing any right relating to a defect that could not reasonably have been found during that review.

Where MSE is responsible for a material non-conformity, the normal first remedy is for MSE to correct or re-perform the affected part within a reasonable time. Acceptance testing for an implementation or physical item is governed by the Project Documents.

11. Cancellation, suspension and ending the contract

The Customer may cancel in writing. Before paid work starts, MSE will refund advance payment less any non-cancellable cost the Customer authorised. After work starts, the Customer must pay the fair value of work completed and any reasonable non-cancellable commitment; MSE will return the balance of any advance. If Customer cancellation or non-cooperation prevents a Protected Diagnostic from reaching the agreed review, the automatic threshold refund in clause 5 does not apply and this clause governs the account. For a Protected Diagnostic, the amount retained under this paragraph will not exceed £1,200 plus separately authorised non-cancellable external costs, and MSE will explain the calculation. Any refund already due under clause 5 remains due and takes priority.

MSE may suspend work immediately for an unsafe or unlawful condition, lack of required authority, serious non-cooperation or overdue undisputed payment. Either party may end the contract if the other materially breaches it and does not remedy that breach within 10 Business Days after written notice, or immediately on insolvency or an irremediable serious breach.

On ending the contract, amounts due for work performed and committed costs become payable. MSE will provide completed, paid-for Deliverables that can reasonably be separated from unfinished work. Clauses on payment, confidentiality, data, intellectual property, liability and general legal terms continue where their purpose requires.

12. Evidence, estimates and results

Measurements, calculations and recommendations depend on the agreed baseline, inputs, observations and assumptions. Production results may also be affected by demand, product mix, materials, operators, maintenance, machine condition, external suppliers and later changes. Except for the express diagnostic refund test in clause 5 and any written acceptance commitment in the Project Documents, MSE does not guarantee a particular saving, cash result, order level, throughput, compliance outcome or uninterrupted operation.

The Customer remains responsible for its commercial decisions and for deciding whether and how to use released capacity. If MSE verifies an implementation, the comparison will use the agreed baseline and test conditions. MSE is not responsible for later modifications, misuse, conditions outside the agreed test or failure to follow an agreed operating method.

13. Intellectual property and use of Deliverables

Each party keeps ownership of material, intellectual property, data, methods and know-how it owned or developed independently of the Project. MSE keeps ownership of its general engineering methods, templates, calculation structures, software, reusable designs, know-how and improvements to them, including those developed while delivering the Services, provided this does not permit disclosure or reuse of the Customer's confidential information or infringement of third-party rights.

After full payment of the fees due for the relevant Deliverables, MSE grants the Customer a perpetual, non-exclusive licence to use those Deliverables in its own operations, including manufacturing products and providing manufacturing services for its customers. The Customer may allow its advisers and contractors to use them on its behalf for those operations, subject to confidentiality obligations. This does not permit selling, publishing, sublicensing or supplying the Deliverables themselves as engineering products or services to others. Diagnostic Deliverables are subject to the separate limits below.

The Customer may retain and use the diagnostic evidence, calculations and opportunity summary to evaluate the opportunity and make an implementation decision, including after a threshold refund. It may share them with advisers for that evaluation under confidentiality obligations. Unless expressly identified as ready for implementation, Diagnostic Deliverables are not released as production instructions, approved designs or an execution package.

Detailed MSE drawings, code, specifications and other execution material are licensed for implementation only where expressly included in an agreed paid scope. This does not prevent the Customer using its own information, publicly available methods or independently developed solutions, or implementing a simple improvement that MSE expressly identifies as suitable for direct use. Ownership of a physical item does not by itself transfer the design or other intellectual property embodied in it.

The Customer grants MSE a licence to use Customer-supplied material only as needed to provide the Services and meet legal or record-keeping obligations. Any different ownership or licence arrangement must be stated expressly in signed Project Documents.

Nothing in this clause permits withholding information or instructions that MSE is legally required to supply for the safe use of a Deliverable it provides.

14. Confidentiality

The version of MSE's General Confidentiality Undertaking supplied to and accepted by the Customer applies in accordance with its wording. A specific confidentiality agreement signed for a Project takes priority over that undertaking and these Terms to the extent of a direct conflict. The governing-law and jurisdiction wording in the applicable confidentiality document controls a dispute about that document.

Nothing in a confidentiality arrangement transfers intellectual property or prevents MSE from using general engineering skill, experience, know-how and non-confidential methods. Identifiable publicity or publication of confidential material requires specific written permission. Genuinely anonymised and non-confidential learning may be used only within the boundaries of the applicable confidentiality document.

The Customer will protect MSE's non-public technical and commercial material where its nature or circumstances make its confidentiality clear, use it only for the evaluation or use permitted by this contract, and disclose it only to people who need it for that purpose and owe confidentiality duties. This does not restrict information independently developed, lawfully received without restriction or publicly available without breach. Legally required disclosure is permitted. These obligations last five years from disclosure; trade secrets remain protected while they qualify as trade secrets.

15. Personal data, photographs and recordings

Each party is normally an independent controller of ordinary business-contact and project-administration data and will meet its own data-protection obligations. MSE's Privacy & Data-Handling Notice explains its handling. If a Project requires MSE to process personal data solely on the Customer's documented instructions beyond ordinary administration, the parties will put an appropriate data-processing agreement in place before that processing begins.

MSE will ask before taking photographs, audio, video or other recordings on site. Permission for investigation and project evidence does not permit identifiable publicity. Public or promotional use that identifies the Customer, its people or confidential material requires separate specific written permission. The Customer must not supply personal data that it is not authorised to disclose.

16. Responsibility and limits of liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate wrongdoing, or any liability that cannot lawfully be excluded or limited. Nothing limits the Customer's obligation to pay properly due fees.

Subject to the paragraph above, MSE is not liable for indirect or consequential loss. Reasonable direct costs of rectifying damage caused by MSE's breach, and any other recoverable direct loss, remain subject to the aggregate cap below. MSE's total aggregate liability arising from a Project, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, is limited to the total fees paid or payable to MSE for that Project. For a claim arising solely from a free Introductory Visit, the aggregate cap is £10,000. A refund or credit expressly due under clause 5 is separate from and is not reduced by this cap.

MSE is not liable to the extent loss is caused by inaccurate or incomplete Customer information, unauthorised reliance on a preliminary comment or Diagnostic Deliverable, Customer or third-party acts or omissions, failure to follow an agreed method, operation outside agreed conditions, or a modification not made or approved by MSE. Each party must take reasonable steps to avoid and reduce loss and there is no double recovery for the same loss.

All Services are supplied by Manufacturing Systems Engineering Ltd. To the fullest extent permitted by law, no director, employee, representative or subcontractor of MSE assumes a personal duty or personal liability to the Customer, and the Customer will bring any claim only against MSE. This does not protect an individual from liability that the law does not allow to be excluded.

17. Third-party items and recommendations

A recommendation of a supplier, tool, machine, software product or other third-party item is an engineering judgement based on available information, not a guarantee of that third party. Unless MSE expressly sells or procures the item under the Project Documents, the Customer contracts directly with the supplier and is responsible for checking commercial terms, compatibility, approvals and ongoing support.

18. Events outside reasonable control

Neither party is liable for delay or failure caused by an event outside its reasonable control, provided it notifies the other and takes reasonable steps to reduce the effect. This clause does not excuse payment for Services already supplied. If the event prevents substantial performance for more than 30 days, either party may end the affected unperformed work by written notice.

19. General legal terms

The contract is the entire agreement about the Project and replaces earlier discussions about the same subject, but it preserves any applicable confidentiality undertaking or specific confidentiality agreement and does not exclude fraud or fraudulent misrepresentation. Neither party is the other's employee, partner or agent and neither may bind the other. MSE may assign the right to receive payment and may use subcontractors under clause 3; otherwise neither party may transfer the contract without the other's written consent, not to be unreasonably withheld.

Notices may be sent to the business or project email address last notified by the recipient and are treated as received on the next Business Day, unless a delivery failure is received. Failure or delay in enforcing a right is not a waiver. If a provision is invalid, the minimum necessary part will be removed and the remainder continues.

Each director, employee, representative and subcontractor of MSE may enforce and rely on clause 16 under the Contracts (Rights of Third Parties) Act 1999. Except for those rights, no person other than MSE and the Customer has rights under that Act. MSE and the Customer may vary or end the contract without the consent of those persons.

The version of these Terms incorporated into a Project remains applicable to that Project. MSE may amend these Terms for future work, but a later version does not change an existing contract unless both parties agree in writing.

20. Law and courts

The contract and any non-contractual dispute arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.