

## TERMS AND CONDITIONS OF SALE

### 1. CONDITIONS

In these conditions "the company" means QUICK CIRCUITS Limited and the customer means the person or company to whom this document is addressed.

### 2. FORMATION OF CONTRACT

2.1 Quotations unless previously withdrawn shall be valid for a period not exceeding 30 days from their date. No order shall be deemed accepted until the company's written acceptance thereof has been made. Variations in these terms will not be recognised by the company unless the company has specifically accepted them in writing.

2.2 No servant or agent of the company has power to vary these conditions orally or to make representations or promises about these conditions of the goods their fitness for any purpose or any other matter whatsoever.

### 3. QUANTITIES

3.1 The prices quoted are for the stipulated quantities named in the quotation. Any variation in quantity shall be subject of a new quotation.

### 4. PRICE FLUCTUATIONS

4.1 The company reserves the right to re-negotiate the price if there are major changes in material prices.

### 5. DELIVERY

5.1 Unless otherwise agreed in writing all quotations and estimates assume delivery in full loads. The company reserves the right to charge extra for delivery in part loads where requested by the customer and the failure of any one delivery shall not affect the performance of the contract as to other deliveries.

5.2 Delivery dates given by the company are estimates and shall not be considered as binding and will date from the acknowledgement and acceptance of written order or from the date of receipt of full information enabling the manufacturer to begin whichever shall be the later.

5.3 Delivery shall be arranged between the parties but failing any agreement the customer shall collect the goods or at the option of the company they shall be delivered to the customer's premises and the carriage costs shall be in addition to the price for such goods. Damage due to inadequate site access or careless unloading shall be at the customer's risk.

5.4 Delivery notes bearing the signature of the customer his servant agent or representative shall be conclusive evidence of receipt of goods described thereon unless claim for investigation are made in writing to the company as from the delivery date:

5.4.1 for shortage of quantity within 10 days

5.4.2 for rejection within the provisions of these conditions within 30 days

5.4.3 for non-delivery within ten days of the company's invoice date or within the period specified by an independent carrier whichever is the shorter.

5.5 The customer shall note any claim for short delivery or for damage to components on the delivery schedule at the time of delivery or collection and shall confirm such claims in writing to the company's head office within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery or damaged components. If short delivery does take place the customer undertakes not to reject the goods but to accept the goods delivered as part performance of the contract.

5.6 The company undertakes to use its best endeavours to dispatch the goods on a promised delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. A reasonable extension of time for delivery shall be granted if delivery is delayed by strikes lock outs fire accident defective materials delays in receipt of raw materials or bought in goods or components or any other cause beyond the reasonable control of the company.

5.7 In the event that the company is incapable of performing its obligations under this contract because of any event which is unavoidable and beyond the control of the company including a judicial or governmental decree regulation or other direction not the fault of the company and any natural disaster or Act of God the company will immediately give notice to the customer and do everything possible to resume performance. Upon giving of such notice the contract shall be suspended. If the period of default exceeds 15 days from the receipt of notice of the Force Majeure event the contract shall thereupon terminate unless the parties have agreed otherwise in writing.

5.8 Where the goods are not delivered by the company or collected by the customer but are delivered by an independent carrier delivery to the carrier shall be deemed to be delivery to the customer.

5.9 If the customer fails to take delivery on the agreed date the company shall be entitled to store and insure the goods and to charge the customer the reasonable cost of so doing.

### 6. PACKING

6.1 Packing will be in accordance with the company's standard packing unless otherwise specified in writing.

### 7. DESIGN AND DRAWING

7.1 It is the customer's responsibility to ensure that the drawings, specifications, and tooling are correct and in accordance with the order.

7.2 The company accepts no responsibility for any drawing design or specification not repaired by the company and offers no warranty guarantee representations or opinion as to the practicability of construction of the efficacy safety or otherwise of materials to be supplied or work to be executed by the company in accordance therewith and the cost of any additional work caused by defects in any such drawings designs or specifications shall be chargeable to the customer.

7.3 Any initial run off by the company of the components or goods tendered to the customer as samples and accepted shall not be the cause of any claim against the company provided that the bulk corresponds to the samples which latter shall remain at the option of the company as its property.

### 8. DAMAGE OR LOSS IN TRANSIT

8.1 If the goods be damaged in transit or having been placed in transit have not be delivered to the customer then subject to the provisions of Condition 5 hereof:

8.1.1 In the case of damage the customer will give notice in writing thereof within three days after delivery and in the case of non delivery will if the customer has been advised of the dispatch of the goods give notice thereof within 2 days after the receipt of such advice. Each such notice shall be given in writing to the company.

8.1.2 The liability of the company shall be limited to the repair or replacement within a reasonable time of the goods damaged or not delivered but the company are not to be responsible for any damage to or non delivery of the goods if by reason of the customer's failure to give notice of damage or non delivery as above provided the company are prevented from recovering compensation for such damage or loss from any third party.

### 9. RISK AND TITLE

9.1 Subject to the provisions of Clause 5.6 hereof the risk in the goods shall pass to the customer upon collection or delivery to the place agreed.

9.2 The property and title in the goods shall not pass to the customer until all amounts due from the customer to the company in respect of goods collected or delivered have been paid for in full. During that time the customer shall be entitled to sell the goods in the ordinary course of its business but shall hold the proceeds of sale on trust for the company.

9.3 If the customer fails to make any payment to the company when due or becomes insolvent or bankrupt or goes into liquidation or makes any arrangement with its creditors or has a Receiver appointed over any of its property or undertaking then the power of sale under clause 9.2 shall automatically cease and the company shall be thereupon entitled to enter upon the premises of the customer and re-claim the goods.

9.4 The company shall have a general lien on all goods or other paraphernalia of the customer and the right to retain possession until all payments costs expenses or loss suffered as the result of any breach of contract of the customer has been paid for or otherwise satisfied.

### 10. INDEMNITIES

10.1 The customer will warrant that the manufacture of any goods to the customer's order or design will not involve the company in the infringement of patent registered design trade mark or other right in the manufacture of such goods. The customer will indemnify the company against all claims demands costs charges and expenses arising from or incurred by reason of any such infringement or by reason of any loss injury or damage howsoever caused sustained by any third party after the collection or delivery of the goods.

### 11. TERMS OF PAYMENT

11.1 The customer shall pay strictly net 30 days after the date of the invoice unless otherwise agreed in writing. The customer shall pay all accounts in full and not exercise any rights of set off or counterclaim against invoices submitted.

### 12. REFERENCES

12.1 Orders are accepted subject to trade and financial references being satisfactory.

### 13. CANCELLATION

13.1 The company shall be entitled to suspend or cancel further deliveries and to suspend or cancel work under this and any other contract between the company and the customer if:

13.1.1 any payment is overdue

13.1.2 after notice to the customer to the extent that the value of goods delivered but not paid for exceeds of if delivered would exceed any credit limit it had agreed between the company and the customer whether or not payment is overdue.

### 14. GUARANTEE

14.1 The company will not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever caused.

14.2 Subject to compliance with the obligations under conditions 5 and 8 hereof which shall be a condition precedent to the company's liability the company will repair or replace (at its option) any components of the company's manufacture which are found to be defective due to faulty materials or workmanship. In the case of the components or products not of the company's manufacture but supplied by the company as part of a contract or order the company will assign to the customer its rights against its supplier and these rights shall be taken in extinction of and substitution for any rights which a customer would otherwise have had against the company.

14.3 In clause 14.2 "defective" means not in accordance with contractual specification. The company will accept that goods are defective only after it has been given opportunity to verify that the allegedly defective goods do not meet the contractual specification.

14.4 The liability of a company under this guarantee shall be limited to the invoice value of goods replaced or repaired.

### 15. ENGLISH LAW

15.1 English law shall be the proper law of the contract.