

Amtech Limited Standard Conditions of Sale

1. General

- (i) Every quotation or tender is submitted by us on the understanding that and it is a term or condition thereof that notwithstanding anything in your enquiry, specification acceptance or order to the contract the under mentioned terms and conditions shall apply to any sale unless there be any variation thereof expressly and specifically agreed by us in writing.
- (ii) Every quotation or tender is without commitments so that any acceptance thereof or order based thereon shall not constitute a contract binding on us unless and until confirmed by us in writing.
- (iii) Every quotation or tender is based on the information afforded us at the time of quoting or tendering and any confirmation of order by us is based on sufficient information being in our possession or accompanying the order to enable us to proceed forthwith.
- (iv) The terms and conditions of sale set out herein shall apply to any sale or agreement for sale notwithstanding any special or general condition of contract or any letters, documents or correspondence, quotations or contract notices by or passing between ourselves and our customer unless any variation thereof is expressly and specifically agreed by us in writing, our conditions will be deemed to apply.
- (v) We shall not be deemed to be aware of any particular purpose for which the goods are required unless the purpose be expressly stated in writing prior to the making of any contract, agreement for sale, or sale.

2. Export

If our customer proposes to export any goods purchased from us he shall reveal to us in writing the proposed country of destination of such goods at the time of making his enquiry, specification or order and failure on the part of the customer to notify us of any such intention to export shall render any contract relating to such goods void at our option notwithstanding that any act or thing may have been done by us in performance or part performance of such contract. Upon our being notified of such intention to export, any obligation on our part existing at such time shall be void at our option. Further in the event of any such failure as aforesaid our customer shall indemnify us and keep us indemnified against all and any costs, expenses and or damages whatsoever arising by reason of any export of or attempt to export goods purchased from us or agreed to be purchased from us.

3. Delivery

- (i) Unless otherwise expressly agreed by us in writing the place of delivery shall be at our customers premises and the method of carriage shall be at our option. Carriage will be charged on all orders.
- (ii) Whilst every reasonable effort will be made to deliver the goods on the date promised, agreed or stipulated we shall in no ways be held liable for any loss through non-delivery or delay from whatsoever cause arising. Time or delivery shall not be of the essence of any contract, agreement for sale or sale.
- (iii) We will in writing notify our customer of the day of despatch of any goods and our customer shall within two days of the date of the despatch notify us in writing of any non-delivery of such goods. Should our customer fail to notify us of any non-delivery of goods within the time aforementioned our customer will indemnify us and keep us indemnified against all or any loss we may thereby sustain.
- (iv) Notwithstanding delivery and solely for the purpose of securing payment of all outstanding invoices due to us, the goods sold hereunder shall remain our absolute property until payment of all amounts invoiced and outstanding from time to time or until the goods are resold by our customer, whichever is the earlier. Our customer agrees to store such products in such a manner that they are readily identifiable as our property. In the event of our customer entering into liquidation, having a winding-up order made against it, or having a receiver appointed of its assets, income or any parts thereof, we shall be entitled to take such action as is required to repossession such goods. Nothing in this condition shall confer any right upon our customer to return the goods sold hereunder or to refuse or delay payment thereof, unless otherwise agreed.

4. Payment

- (i) Unless there be any express agreement to the contrary payment shall be 30 days from the date of the invoice.
- (ii) Failure to pay for any goods on the due date shall give us the right to withhold further deliveries under any contract, agreement for sale or sale in respect of which default in payment is made or any other contract for sale current with our customer without prejudice to any claims for damages we may have against our customer.
- (iii) In the event of failure to make payment on or before the due date we shall have the right to charge our customer interest on such sum that may be due or owing at bank rate (varying) plus 1% until payment, and this sum will also be liable to any factor or discount house which we may at our sole discretion appoint.
- (iv) Our customer shall be deemed to have received any invoice on such date as would be normal in ordinary course of post following despatch by us.

5. Loss or Damage

We shall not in any way be liable for any delay in delivery of goods or completion of any contract, agreement for sale or sale or for any loss whatsoever arising whether directly or indirectly from strike, lock-out or other labour disturbance, war, riot, civil commotion, rebellion, storm, tempest, earthquake, frost, flood, drought, fire, explosion, breakdown, accident, legislative order or the like affecting our business or the business of any supplier of material, parts or equipment to us nor shall any delay arising therefrom entitle our customer to cancel a contract, agreement for sale or sale.

6. Inspection

- (i) Our customer shall inspect the goods immediately on delivery and shall within 3 days of delivery give to us notice on writing of any matter or thing by reason whereof he may allege that the said goods are not in accordance with any contract or agreement for sale.

If our customer shall fail to give such notice the said goods shall be deemed to be in all respects in accordance with any contract or agreement for sale and our customer shall be deemed to have found the said goods satisfactory and be bound to accept and pay for the same accordingly.

- (ii) If any other time or place for examination or inspection of the goods other than the place and time of delivery aforementioned is required such time and place must be agreed expressly in writing by us.

7. Increase in prices

Our quotation or tender and/or acceptance of any order, contract or agreement for sale, is based on the then current prices and in the event of any increase in the prices of materials, the cost of labour or transport or any other production cost direct or indirect after the date of quotation or tender or contract or agreement and before the completion of the contract or agreement we shall be entitled on furnishing reasonable proof thereof to increase the price of goods to correspond with the actual increases so incurred by us.

8. Samples

Samples will be charged for unless there be express agreement to the contrary.

9. Quality

- (i) We undertake to replace free of charge, or refund the price paid for, any goods sold by us which fail to give satisfaction as a result of defect in materials or workmanship provided we shall receive written notification from our customer of the defect complained of within 14 days of delivery of the defective product by us to the agreed place of delivery, and provided also that our customer can prove, to our reasonable satisfaction, that the product has been used and installed sensibly and reasonably, in a workmanlike manner and in accordance with any recommendations we may have made.
- (ii) Unless otherwise expressly agreed by us in writing we do not sell or supply any goods with or subject to any term or condition, representation or warranty express or implied by statute or otherwise as to condition, quality merchantability workmanship, description or fitness for suitability for any purpose or otherwise or whatsoever save and except as is expressly provided above.
- (iii) Save as cannot be excluded by law we shall be in no way liable for any defect in the material or workmanship of any goods nor shall we be liable for any personal injuries or consequential or resulting liability, damage or loss arising from any defect in any goods howsoever arising, even if or when occasioned by the negligence, wrongful act or default of ourselves, our servants or our agents.
- (iv) Returns will only be accepted if a valid reason exists for the return, that this has been agreed with our quality department, and a return number issued (this must be quoted on the paperwork, not written on the packing). Goods must be returned in original outer packing, or equivalent and packed to the same standard. Inappropriately packed goods may be rejected or subject to a 15% repackaging charge at our discretion.

10. Confidentiality

The customer shall treat as confidential all information obtained from ourselves pursuant to this Agreement and shall not divulge such information to any person (except to its own employees and then only to those who need to know the same) without our prior written consent. The customer shall ensure that its employees are aware of and comply with the provisions of this clause. The forgoing obligations shall survive any termination of this Agreement.

11. Intellectual Property Rights

- (i) Unless otherwise any intellectual property rights in relation to the products belong to us and the customer shall not claim ownership of such intellectual property rights, nor take any action which might infringe them, and the customer shall indemnify us from and against all costs, claims, liabilities, proceedings, damages and expenses arising directly and indirectly as a result of any breach of the above.
- (ii) Notwithstanding the above, where the product has been developed according to the customer's specifications, then the intellectual property rights shall belong to that customer.

13. Packaging

The cost of outer packaging will be charged as an extra unless it be specifically stipulated otherwise on our confirmation of order and/or otherwise agreed by us in writing.

14. General

Any concession latitude or waiver which we may allow our customer shall not prevent us subsequently exercising our full rights under the contract, agreement for sale or sale in all other respects.

15. Arbitration

All disputes in any way connected with these conditions shall be referred to arbitration under the Arbitration Act 1950 or any statutory re-enactment or modification thereof for the time being in force.

16. Legal construction

The legal construction of the above mentioned clauses shall not be affected by their titles.

17. Applicable Law

In construing the above terms of this contract, the Laws of England shall apply.

Terms agreed by:-

Name:

Signature:

Position:

Date: