

TERMS AND CONDITIONS

The Buyer's attention is particularly drawn to Clause

1. Definitions

Seller: Precision Component Services Limited, Unit C3 Brearley Place, Baird Road, Waterwells Business Park, Quedgeley, Gloucester, GL2 2AF.

Buyer: The person/company who buys or agrees to buy the Goods and/ or Services from the Seller.

Conditions: The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods: The items which the Buyer agrees to buy from the Seller as set out in the Order.

Price: The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: The Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order OR the Buyer's written acceptance of the Seller's quotation.

Services: The services supplied by the Seller to the Buyer as set out in the Order.

2. Conditions

2.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2. All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions.

2.3. Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4. These Conditions may not be varied except by the written agreement of a director of the Seller.

2.5. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

3.1. The Price shall be the price quoted on the Quotation (E&OE)

3.2. All prices are valid for 30 days only after the date of quotation or until earlier acceptance by the Customer, after which time the Company without giving notice to the Customer may alter them.

4. Payment

4.1. Subject to any special terms agreed in writing, the Company may invoice the Customer on or at any time after delivery of the goods or, if the Customer wrongfully fails to take delivery, at any time after the Company has tendered delivery.

4.2. Payment of the price and VAT is due in cleared funds within 30 days of the date of the invoice. Payment must be made even if property in any of the goods has not passed to the Customer. Time for payment will be of the essence.

4.3. Without limiting any other right or remedy available to the Company, if the Customer fails to pay the invoice by the due date the Company may at its discretion charge interest up to an amount not exceeding the interest that would be carried if the overdue amount was a qualifying debt conferring a right to statutory interest (whether or not that is the case) as defined in section 1 of the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer will reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

4.4. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

5.1. The Goods are described in the Quotation document and it is the Buyer's responsibility to ensure that the details in the order confirmation are correct before accepting. Once an order confirmation has been accepted a legally binding contract will have been entered based on these details.

5.2. The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Delivery of Goods

6.1. Delivery of the Goods as specified in the order shall be made to the address specified on the Buyer's Order. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

6.2. The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

6.3. The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

6.4. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

6.5. The Seller reserves the right to make scheduled deliveries each of a part only of the overall amount and value of goods ordered by the buyer. Where any such scheduled delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Buyer will pay for the goods delivered in each scheduled delivery without setoff, counter claim or deduction in respect of any previous or future scheduled delivery or other goods ordered.

6.6. Carriage charge will be discussed and agreed at the time an order is placed.

7. Acceptance of the Goods

7.1. The Buyer shall be deemed to have accepted the Goods 5 days after delivery to the Buyer.

7.2. The Buyer shall carry out a thorough inspection of the Goods within 3 days from receipt and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Goods ordered. The Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

7.3. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Title and Risk

8.1. Except as otherwise set out in these Conditions, risk in the goods shall pass on delivery/ collection.

8.2. If goods are delivered to a Buyer in a manner other than by the Seller's own transport, the risk shall pass to the Buyer at the time the goods are despatched from the Seller's premises, regardless of who arranged the alternative transport.

8.3. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

8.4. Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

8.5. The Seller may at any time before title passes and without any liability to the Buyer:

8.5.1. Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

8.5.2. For that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

8.6. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

9. Limitation of Liability: The Buyer's attention is particularly drawn to this clause

9.1. Subject as expressly provided in these Conditions, all representations, warranties, conditions or terms relating to fitness for purpose, condition or quality of the goods, whether express or implied by statute or common law, are excluded to the fullest extent permitted by law and the Company will have no liability to the Customer for the consequences of any negligence or breach of statutory or other duty or failure to perform the contract.

9.2. Nothing in the Contract will restrict or exclude liability for death or personal injury caused by the negligence of the Company.

9.3. The Company's liability to the Customer, whether for any breach of contract, negligence or otherwise, will not in any event exceed the price or such higher amount as may be agreed in writing between the Customer and a director of the Company.

9.4. In no event will the Company be under any liability whatever to the Customer for any loss of profit, business, contracts, revenues or anticipated savings, or for any indirect or consequential loss and/or expense (whatever the cause, including negligence) suffered by the Customer by the Conditions.

9.5. This clause 9 shall survive termination of the Contract.

10. Termination

10.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 3 months' written notice.

10.2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1. The other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

10.2.2. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

10.2.3. The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.2.4. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

10.2.5. The other party (being an individual) is the subject of a bankruptcy petition or order;

10.2.6. A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 28 days;

10.2.7. An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

10.2.8. The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

10.2.9. A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

10.2.10. Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.2 to clause 15.2.9 (inclusive);

10.2.11. The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

10.2.12. The other party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

10.2.13. The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.

10.4. Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.13, or the Seller reasonably believes that the Buyer is about to become subject to any of them.

10.5. On termination of the Contract for any reason:

10.5.1 The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

10.5.2 The Buyer shall return all of the Seller Materials and any Deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

10.5.3 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

10.5.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. Force Majeure

11.1. The Company shall not be responsible for any loss, damage, cost, detriment or expense whatsoever arising if manufacture or delivery of the goods is delayed or hindered by act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, Machinery breakdown, strike, lockout, non-delivery of goods by the Seller's suppliers, or any other cause or circumstance whatsoever beyond the reasonable control of the Seller. On the occurrence of any of these events, the Seller reserves the right to cancel the contract or suspend delivery of the goods to the Buyer.

12. General

12.1. Notices

12.1.1. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

12.1.2. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

12.2. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.3. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.4. Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.5. This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

12.6. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

12.7. Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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