

## P.W. CIRCUITS LTD - STANDARD CONDITIONS OF SALE

All quotations are made and all orders are accepted subject to the following standard conditions of sale and no addition thereto or variation therein shall be made unless agreed in writing by a Director of P.W. Circuits Ltd.

### 1. Definitions.

In these Standard Conditions ("the Conditions")

- (a) "the Seller" means P.W. CIRCUITS LTD.
- (b) "the Buyer" is the person, firm or company ordering the Goods from the Seller.
- (c) "the Goods" are all and any of the items or articles(s) detailed on the Buyer's order.
- (d) "Special Conditions" are any terms set out by the Seller in any quotation or acceptance of order of the Seller and in the event of any inconsistency the Special Conditions shall prevail.
- (e) "the Contract" means the contract for sale and purchase of the Goods made between the Seller and the Buyer to which the Conditions and the Special Conditions apply.

### 2. Application.

(a) The Conditions and Special Conditions (if any) shall prevail over any inconsistent term or conditions referred to in the Buyer's order or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished. These conditions of sale supersede any other terms in the Seller's sales literature and (save where such terms are set out in any written quotation by the Seller or in any written acceptance by the Seller of an order) shall override and exclude any other terms stipulated or referred to by the Buyer whether in its order or in any negotiations and any course of dealings established between the Seller and the Buyer. All orders made hereafter by the Buyer shall be deemed to be made subject to these terms.

(b) No modification of these conditions of sale shall be effective unless expressly accepted in writing by a director of the Seller.

(c) The Buyer shall with each order for the Goods provide the Seller with a copy of any data, drawings, photography, specifications, dimensions and the like subject to which the Buyer shall require the Goods to be manufactured. The Seller shall not be responsible for checking the accuracy of any such technical data and shall be entitled to rely upon the Buyer for the correctness of such. The Buyer shall have no claim against the Seller in respect of any defect in the Goods or loss howsoever arising to the Buyer as a result of any error or omission in such technical data.

### 3. Quotations and Orders.

- (a) Prices quoted are subject to acceptance within 30 days and to sight of data, drawings, photography, specifications, dimensions, etc., supplied. Prices given in response to other information can only be approximate.
- (b) Drawings, negatives and positives, remain our absolute property and we reserve the right to destroy them upon completion of the order. However, our usual practice is to store finished drawings and photographs for possible future use and while every care is taken to keep them in good condition we accept no liability for damage or loss of any kind. If drawings, photographs or tooling are surrendered, the Buyer agrees to pay a fee.
- (c) In the event of suspension of work through the Buyer's instructions or lack of instructions, the prices(s) given shall be increased to cover any extra expense thereby incurred by the company.
- (d) Any order for any article shall be made in writing and an order placed by the Buyer whether or not in response to a quotation of the Seller shall constitute an offer made to the Seller subject to the Conditions and any Special Conditions.
- (e) Cancellations - An order may be cancelled after work has been commenced provided all costs incurred up to the time of cancellation are paid in full.

### 4. Prices.

(a) The price(s) payable for the Goods shall be the Seller's prices ruling at the date of despatch, so that the Seller shall have right at any time before delivery to revise upwards or downwards the prices, the terms offered to any class of customer or prices set out in any quotation or Special Condition to take account of increases in costs including (without limitation) costs of acquisition of any part of the Goods including raw material, carriage, labour or other overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rates.

### 5. Payment.

- (a) Payment of the Goods shall be in pounds sterling or euros at the Seller's principal place of business in England.
- (b) The price, including where applicable, carriage and packing charges shall be paid on the due date which (in the absence of any variation contained in the Special Conditions) is 21 days from the date of the Seller's invoice.
- (c) The Buyer shall in no circumstances be entitled to make any deduction from the price payable by way of set-off or otherwise in respect of any claim or counterclaim which it may have against the Seller.
- (d) If the Buyer shall default in payment of the price on the due date then without prejudice to any other of the Seller's rights interest shall accrue thereafter from day to day (before as well as after judgement) on any sums outstanding until payment is made at 3% above Barclays Bank Plc base rate for the time being in force.

### 6. Title

(a) The Goods shall remain the sole and absolute property of the Seller as legal and equitable owner until the Buyer has paid for them in full and until such time the Buyer shall be in possession of the Goods solely as Bailee for the Seller.

(b) Should the goods become constituents of or be converted into other products while subject to the Company's equitable and beneficial ownership, the Company shall have the equitable and beneficial ownership in such other products as if they were solely and simply the goods.

(c) The Seller shall be entitled to all rights of access by itself, its employees or its agents to the Buyer's premises without prior notice to enforce its rights hereunder to recover the Goods.

### 7. Delivery and Risk.

- (a) The Seller shall have the right in its own discretion to select the route and means of transport. The Seller shall deliver the Goods at the place (if any) named in the Special Conditions or, if none be named, at the Buyer's premises.
- (b) Delivery dates are approximate only and whilst the Seller will use its best endeavours to adhere to such delivery dates the Seller shall be under no liability for any loss, injury, damage or expense consequent upon any delay in delivery from whatever cause including (without limitation) the Seller's negligence. Delay shall not entitle the Buyer to cancel any order or to refuse to accept delivery of all or any of the Goods or of all or any other goods pursuant to any contract between the Seller and the Buyer.
- (c) Without prejudice to sub-condition (b) of this Condition in respect of Goods lost or damaged in transit notice in writing of any claim must be given by the Buyer to the Seller and to the Carriers receiving station (if applicable) within the periods listed below (i) in respect of partial loss, damage or non-delivery of any separate part of a consignment within three days of date of delivery of the consignment or part consignment, (ii) in respect of non-delivery of a whole consignment within twenty-one days of the date of despatch as shown on the corresponding invoice provided to the Buyer.
- (d) The risk in the Goods shall pass to the Buyer on their delivery to the place nominated by the Buyer or to the Buyer's carrier or other agent/shipping point specified in the Contract.

### 8. Inspection and Rejection.

The Buyer shall inspect the Goods immediately upon receipt. The Buyer shall not be entitled to reject the Goods by reason of short delivery, delivery of the wrong items or damage to the Goods unless it has given written notice of rejection to the Seller within 7 days after the date of receipt. The Buyer shall not be entitled to reject the Goods if it has used or processed or incorporated with other goods in any way.

### 9. Missing Goods.

If the Goods are not received within 5 working days of the date of the corresponding invoice the Buyer shall immediately notify the Seller and confirm such notification in writing. If no such notification is given within the time limit prescribed the Goods shall be deemed to have been delivered in accordance with the Contract.

### 10. Force Majeure.

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being directly or indirectly prevented, hindered or delayed by reason of any circumstances outside the control of the Seller and affecting the provision of all or any part of the Goods by the Seller's usual source of supply or the delivery of the Goods by the Seller's normal route or means of delivery, or other circumstances whatsoever, including (without limitation) any act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, failure or shortage of power supplies, fire, flood, drought, explosion, difficulty in obtaining work men, materials or transport, refusal of any licence permit or any order sanction or request of any Government or governmental authority. In the event of any such circumstances the Seller shall have the option (exercisable by notice to the Buyer) to terminate the Contract (whereupon both the Seller and the Buyer shall be relieved of all liability under the contract) to extend the time for delivery or other performance by a period equal to that during which such circumstances subsist, or to reduce the quantity of the Goods to be supplied hereunder, in all cases without incurring any liability for any loss or damage suffered by the Buyer as a result.

### 11. Termination.

If the Buyer shall fail to make any payment when it becomes due, or shall default in due performance or observance of any other obligation under the Contract, or if the Buyer shall cease or threaten to cease to carry on business or if a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over the whole or part of the assets and/or undertaking of the Buyer, or if a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or to make a winding up order, or if the Buyer is an individual, an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Buyer or if a receiver or trustee in bankruptcy is appointed of the Buyer's estate or if the Buyer shall take or suffer any similar action in consequence of debt, the seller may stop any of the Goods in transit and suspend or cancel further deliveries and by notice in writing to the Buyer may forthwith determine the Contract, without prejudice to its rights under the Contract and otherwise at law.

### 12. Warranty, Liability and Indemnity.

(a) Every care will be taken to ensure that the Goods at the time of delivery meet the Seller's standards or specification(s) and are free from defects in design, workmanship and materials. If any Goods do not conform to such warranty the Seller shall at its option: (i) replace the Goods found by the Seller in its sole judgement not to conform to the warranty; (ii) take such steps as the Seller deems necessary to bring the Goods into conformity with such standards or specification(s); or (iii) take back the Goods found not to conform to the warranty and refund to the Buyer the appropriate part of the price.

#### PROVIDED THAT

- (a) the liability of the Seller shall in no event exceed the price payable or paid by the Buyer for the Goods.
- (b) performance of any one of the above options (as limited by (a) above) shall constitute an entire discharge of the Seller's liability under the warranty
- (b) The foregoing warranty is conditional upon: (i) the Seller receiving from the Buyer within 7 days of the date of delivery of the Goods notice of the alleged defect. If the defect is ascertainable or within 7 days of the defect being ascertained if the same only becomes ascertainable after the Goods have been in store or in use and in any event the date of delivery of the Goods; (ii) the Buyer affording the Seller reasonable opportunity to inspect the Goods and at the Seller's request and in accordance with its instructions returning the allegedly defective Goods to the Seller's nominated works, carriage prepaid, for inspection; (iii) the Buyer using and maintaining the Goods in accordance with any instructions or recommendations of the Seller; (iv) as regards defects in design, the design in question not having been made furnished or supplied by the Buyer; (v) the Buyer making no further use of the allegedly defective Goods after the time at which the Buyer discovers or ought to have discovered the alleged defect.
- (c) If it is found in the Seller's sole judgement that the alleged defect is not covered by the terms of the foregoing warranty or if the warranty claim is made outside the time for notice the Buyer shall pay the cost of the repair or replacement of the allegedly defective Products at the Seller's then current rates and all transportation costs from the Seller's premises to the Buyer's premises.
- (d) Save as provided in Condition 12 (a) the seller shall have no liability to the Buyer (except in respect of death or personal injury resulting from negligence) in respect of any defect in the Goods or other breach of contract of whatsoever nature or other default or negligence on the part of the Seller its employees subcontractors or agents and all conditions, warranties or other terms, whether express or implied, statutory or otherwise, in relation to the Goods their quality and their fitness for any purpose are hereby excluded.

Without limiting the foregoing (i) the Seller shall not be liable in respect of any loss or damage whatsoever arising from the claim of any person against the Buyer nor for any loss of profit, loss of business, economic loss or consequential loss or damage suffered by the Buyer. (ii) All recommendations and advice given by or on behalf of the Seller to the Buyer as to methods of storing, using or applying the Goods, the purposes to which the Goods may be applied and the suitability of the Goods for use in any manufacturing process or in connection with any other materials are given without liability on the part of the Seller. (iii) All drawings, photographs, illustrations, specifications, performance data, dimensions and the like, contained in any literature or other material supplied by the Seller under or in connection with the Contract or otherwise communicated to the Buyer are provided or made by the Seller in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the Goods, nor shall they be taken as representations by the Seller nor are they warranted to be accurate. (iv) The Buyer shall indemnify the Seller in respect of any loss or damage whatsoever arising from the claim of any person against the Seller in relation to the Goods.

### 13. Assignment.

The Contract is personal to the Buyer which shall have no right to assign or delegate all or any of its rights and obligations hereunder.

### 14. Waiver.

Failure on the part of the Seller to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any latter occasion.

### 15. Law and Jurisdiction.

The Contract shall be governed by and construed and interpreted in accordance with English Law. The Seller and the Buyer submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising out of or in connection with the Contract.