

**1. DEFINITIONS**

- “the Company” means Preston Technical Ltd. or any other company which is a subsidiary;
- “the Buyer” means the person, firm company or corporation purchasing the goods;
- “goods” means the articles or things (including work to be done or services to be supplied) as described in the order;
- “order” means the order placed by the Buyer for the supply of goods or services;
- “parties” means the Company and the Buyer.

**2. BASIS OF CONTRACT**

- (a) Any Contract under which we have agreed to supply goods shall be on the conditions contained herein unless other conditions are expressly accepted by us by means of a written amendment to these conditions and signed by a Director of the Company.
- (b) Any quotation given by the Company to the Buyer shall not constitute an offer but merely an invitation to treat and shall not be binding on the company unless and until an order from the Buyer is accepted in writing by the Company.
- (c) The Buyer may make and the Company may accept an order transmitted by the Buyer by means of the postal service, facsimile machine, e mail, or over the telephone.
- (d) Any Contract formed as in clause 2 (c) above is subject solely to these Conditions which shall override any terms and conditions of the Buyer which may at any time be transmitted to the Company in whatever form.
- (e) No variation or qualification to these Conditions shall be binding upon the parties unless agreed in writing by an authorised representative of the Company.
- (f) Any typographical, clerical or other error or omission in any quotation, sales literature, acceptance of an offer, letter, invoice or any other document whatsoever and howsoever transmitted to the Buyer shall be subject to correction without any liability on the part of the Buyer.
- (g) No information, including but not restricted to, statements, descriptions, particulars of weights and/or dimensions, warranties, conditions or recommendation contained in any catalogue, price list, advertisement or any other written statement or verbal communication whatsoever or howsoever transmitted shall be incorporated into the Contract nor shall it be deemed to vary or override these Conditions in any way.
- (h) Each Party acknowledges that each Contract together with any variations and/or qualifications made pursuant to these Conditions contains the whole agreement between the Parties and that it has not relied upon any oral or written representation made to the other Party or the other Party’s employees or agents.

**3. DESCRIPTION OF GOODS.**

All goods are sold subject to the Company gaining reasonable access to suitable supply of products from its Suppliers. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the contract. All specifications and drawings all particulars of weights and dimensions and all forwarding specifications issued by the Company are approximate only and do not form part of any contract. All designs illustrations drawings plans computations etc, furnished by us in connection with goods manufactured or supplied any quotation given by us are to remain our property and must not be copied, used or passed to a third party without prior consent in writing.

**4. CATALOGUES, WEBSITE, ADVERTISING MEDIA**

The Company website, catalogues, specifications, brochures, price lists and all advertising matter are only an indication of the type of goods and services offered and no particulars therein shall be binding on the Company. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.

**5. WARRANTY**

- (a) No warranty or guarantee is given that the goods are fit or suitable for any particular purpose and it is the responsibility of the buyer to satisfy itself in this respect.
- (b) If any goods supplied by us have been subjected to any process or processes or modified in whatever form after leaving our premises, we shall not under any circumstances be liable to replace the goods or to refund the price of the goods.
- (c) If any goods supplied by us, excluding goods have been subjected to any process or processes after leaving our work, prove on inspection or within one month from the date of actual supply to be defective in material or workmanship we undertake at our option either to replace the same or refund the price of the goods. We shall not under any circumstances whatsoever be liable for any loss or damage whether consequential or otherwise however caused or occasioned. This undertaking is given in place of and excludes all other guarantees, warranties terms and conditions whatsoever implied by statute or otherwise. In no circumstances will our liability exceed the limitations set forth above.
- (d) Our warranties are invalidated if the buyer does not pay for the goods by the required due date.

**6. INDEMNITY**

- (a) The Buyer shall keep the Company fully and effectively indemnified at all times against all and any costs, claims, demands, losses or liabilities whatsoever brought or made against the Company or otherwise suffered or incurred by the Company arising directly or indirectly out of any infringement or alleged infringement of patents, trademarks, copyright, design right or other intellectual property right occasioned by the importation, manufacture or sale of the Goods if made to the specification or special requirements of the Buyer.
- (b) The Buyer shall keep the Company fully and effectively indemnified against any loss or liability whatsoever which is suffered or incurred by the Company as a result of the acts or omissions of the Buyer, its employees or agents in the course of collection of Goods from the Company.

**7. ORDERS**

- (a) The Company reserves the right to accept or refuse orders.
- (b) Orders must be accompanied by sufficient information to enable the Company to proceed with the order forthwith otherwise the Company will be at liberty to amend the quoted price to cover any increase in cost which has taken place after acceptance.
- (c) Prior to issuance of any quotation and acceptance of order by the Company, it is the Buyer’s responsibility to inform the Company if the finished Goods to be supplied will be designated for use in the Automotive or Aerospace market sectors.
- (d) Prior to acceptance of the order by the Company, it is the Buyer’s sole responsibility to inform the Company that the finished Goods to be supplied will be designated for use in what could be reasonably termed safety critical applications defined as those in which failure of the finished Goods would cause a significant increase in the safety risk for people and/or environment involved.
- (e) Carriage will be separately surcharged to the buyer and these nominal surcharges may be varied from time to time.
- (f) Should the Buyer decide to cancel the order, the Company reserves the right to incur a reasonable cancellation charge for costs incurred in fulfilling the order to the date of the cancellation of the order.

**8. PRODUCT LIABILITY**

- (a) Final product selection is the buyer’s sole responsibility. The Company does not recommend any product for any particular use. It is the responsibility of the buyer to ascertain that the product is suitable for each individual application or intended use. We strongly encourage the buyer to conduct their own tests under actual use and storage conditions to determine the suitability of the product. The Company’s sole obligation and buyer’s sole remedy in the event of any claimed defect shall be limited to replacement of merchandise, or at the Company’s sole discretion refund of the purchase price. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE ARE DISCLAIMED.
- (b) Except where prohibited by law, the Company will not be liable for any loss or damages arising from this Product, whether direct, indirect, special, incidental or consequential, regardless of the theory asserted, including warranty, contract, negligence or strict liability. This limitation does not apply to third party personal injury claims.

**9. DELIVERY**

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Delivery of goods and/or dates for performance of Services quoted by the Company are approximate only and time of delivery shall not be of the essence of the contract. The Buyer will accept the Goods and/or performance of Services even if they are delivered late and late delivery will not entitle the Buyer to terminate the Contract. The Company may deliver Goods early on giving reasonable notice to the Buyer.

#### **10. CARRIAGE**

Goods will be despatched by the most convenient means, usually the quickest. All goods are priced ex-works unless otherwise stated. All carriage charges are extra. Express and urgent deliveries at the specific request of the buyer are charged accordingly.

#### **11. INSPECTION**

The buyer shall inspect the goods immediately on the arrival thereof at the Buyer's business premises and shall within 10 days of such inspection give notice in writing to the Company of any matter or thing by reason whereof the buyer alleges that the goods are not in accordance with the appropriate specification and contract. If the Buyer fails to give such notice the goods shall in all respects be deemed to be in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.

#### **12. PRICE**

(a) The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company.

(b) Our quoted price for the goods is based on current costs of materials, labour and transport and if such costs have increased at the date of actual supply of the goods our quoted price shall be varied to take the same into account. Any changes in Value Added Tax or any similar taxes, levies or duties at the date of actual supply of the goods will be reflected in the issued invoice.

(c) The Buyer shall indemnify the Company in respect of any loss, cost or expense incurred by the Company as a result of, either directly or indirectly, the Buyer requesting a change in the delivery date, quantity or specifications of the Goods, the Buyer causing delay or the Buyer failing to give the Company adequate information or instructions.

#### **13. QUANTITY SUPPLIED**

When bespoke goods are manufactured to a shape or specification, the Company has the sole right to supply 10% more or less than the exact quantity ordered. Any such excess or shortage will be charged for or deducted pro rata. Once the manufacture of such items has commenced, cancellation of the order cannot be accepted. If a 10% +/- variance is not acceptable to the buyer, this must be specified at quotation stage prior to the buyer placing an order with the Company.

#### **14. PASSING OF RISK**

Subject to the provisions of Clause 15 the risk in the goods shall pass to the Buyer on delivery of the goods to the Buyer or any person authorised by the Buyer to receive the goods. The Company shall be entitled to assume that any person signing a delivery note on behalf of the Buyer and who appears or claims to have authority to accept delivery shall in fact have that authority.

#### **15. PASSING OF PROPERTY**

(a) The goods shall remain the property of the Company until payment in full by the Buyer to the Company of the price of the goods plus the relevant Value Added Tax applicable and stated on the invoice.

(b) Until the property in the goods shall pass to the Buyer: -

(i) The Buyer shall keep the goods (at no cost to the Company) in its possession in such manner that they are clearly identifiable as the Company's goods;

(ii) The Buyer upon request of the Company shall promptly inform the Company of the whereabouts of the goods;

(iii) The Company shall be entitled to repossess or call for redelivery of the goods at the Buyers expense if the Buyer shall commit an act of bankruptcy, have a receiver appointed over its business undertaking, enter into liquidation whether voluntary or compulsory (save for the purpose of amalgamation or re-construction of a solvent limited company), cease to trade or if the Company has reason to have serious doubts as to Buyer's solvency;

(iv) The Buyer shall be responsible for all loss or damage to the goods occasioned whilst the said goods are in its custody.

(c) The Buyer hereby grants the Company, its employees, agents and sub-contractors an irrevocable licence to enter any premises where the Goods are stored in order to repossess them or inspect them at any time until such time that the Goods are paid in full by the buyer.

#### **16. DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

(a) The Company's carrier will require that an authorised person within the Buyer's premises sign a proof of delivery confirmation. Any discrepancies or visible damage to the goods must be notified to us within three days of delivery otherwise we cannot accept responsibility for same. No claim for shortages can be entertained unless we or the carriers are notified in writing within three days of delivery, or in the event of non-delivery, within 21 days of the date of invoice. If these conditions are not complied with, we cannot accept responsibility.

(b) The Company will not accept claims from the Buyer for goods that whilst retained in their original packaging are displaying obvious signs of damage whilst upon the Buyer's premises. This Condition of Sale will apply whether or not the goods are deemed to be fit for purpose by the Buyer.

#### **17. PAYMENT**

(a) The time of payment shall be of the essence of the Contract.

(b) Unless otherwise stated, terms of payment to approved accounts are strictly net 30 days month end of invoice date.

(c) We reserve the right to ask for a down payment with order where circumstances make this appropriate in view of expense involved.

(d) We reserve the right to charge interest on monies outstanding after the due date at 4% over the applicable HSBC bank base rate and to suspend the delivery of any further goods.

(e) Our warranties are invalidated if the buyer does not pay for the goods by the due date.

(f) The Company reserves the right to amend payment terms at their sole discretion should the Buyer persistently fail to meet the agreed terms of payment with the Company.

#### **18. FORCE MAJEURE**

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations under the Contract, if the delay or failure was due to any cause beyond the Company's reasonable control, including but not restricted to the following:

- Act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind enacted by any parliamentary or local government;
- import or export regulations or embargoes
- strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Company or of a third party;
- power failure or breakdown in machinery;
- difficulties in obtaining or shortages or failures of any supplies whatsoever including shortages or failures caused by the Company's own suppliers.

These same rights shall apply equally and in all respects to the Buyer.

#### **19. LIMITATION OF LIABILITY**

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(a) The Company's liability in contract, tort, (including negligence or breach of statutory duty) or otherwise in connection with the Contract (except in relation to death or personal injury caused by the negligence of the Company or its employees whilst acting in the course of their employment) shall be limited to the value of the Products and/or Services upon which such liability is based.

(b) The Company shall not be liable in any circumstances for any loss of use, production, profit, contracts, revenues or anticipated savings, any increase in operating costs or any other financial or economic loss or any indirect or consequential loss or damage whatsoever whether sustained by the Buyer or by any third party whether in contract, tort, (including negligence or breach of statutory duty), or otherwise in connection with this Contract.

(c) If the Company undertakes to perform Services to the Buyer's own design and/or specification and/or instruction, it shall have no liability for any loss whatsoever arising in whole or in part from the unsuitability or inadequacy of any such design, specification or instructions

(d) Nothing herein shall have the effect of excluding or restricting the liability of the Company for fraud or death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

**20. GOVERNING LAW**

Any contract entered into by us is to be governed by English Law and is to be construed and have effect as a contract for the sale of goods.

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