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Standard Terms and Conditions of Sale

1: DEFINITIONS

In these Conditions of Sale, the following expressions shall have the following meanings:

"**The Company**" shall mean **BT Lerson**.

"**The Buyer**" shall mean the immediate purchaser under the Contract of Sale with the Company.

"**The Buyer's Goods**" shall mean the whole or any part of the goods or materials delivered by the Buyer to the Company to or upon which Services are to be carried out.

"**The Products**" shall mean the goods, end products or other equipment supplied by the Company to the Buyer.

"**The Services**" the whole or any part of the processing or other services which the Company supplies or carries out.

2: GENERAL

- 2.1 No order placed by the Buyer following a quotation or otherwise shall be binding upon the Company unless and until such order is accepted in writing by the Company.
- 2.2 Quotations are given and Orders are accepted by the Company only upon the Company's Standard Conditions of Sale as printed herein and these Conditions of Sale shall apply to the exclusion of all other conditions or terms to all contracts for the sale of Products and or Services by the Company unless (and then save only to the extent that) they are expressly excluded or varied in writing by the Company on the face of the Order Acceptance.
- 2.3 Any purported qualification of these Conditions by the Buyer and any other term or condition which the Buyer shall seek to impose (whether in the Buyer's order or acceptance of the Company's tender or quotation or otherwise) shall be invalid unless expressly accepted in writing by the Company on the face of the Order Acceptance.
- 2.4 The words "unless agreed in writing by the Company" and variants thereof shall mean that any variation shall be agreed only if it is in writing and signed by a Director of the Company. Save as aforesaid, no representative, employee or agent of the Company shall have authority to agree any terms or make any representation which is inconsistent with these Conditions of Sale or enter into any contract except on the basis of them.
- 2.5 Unless otherwise expressly stated on the face thereof a tender or quotation issued by the Company shall expire 30 days after the date thereof provided always that it shall not have been withdrawn previously by the Company.
- 2.6 All orders placed by the Buyer for Products (whether or not based on a previous tender or quotation) are subject to acceptance by the Company. An order shall only be deemed to have been accepted and a binding contract created with the Company when a written Order Acceptance has been sent by the Company to the last known physical or email address of the Buyer.
- 2.7 The Company reserves the right to sub-contract Services without reference or notice to the Buyer.
- 2.8 The Company shall not be liable under any circumstances, for any direct, indirect, consequential contingent or incidental damages whatsoever arising from or resulting from the failure or improper functioning of any of its products.
- 2.9 Claims for shortages or other errors must be made in writing to the Company within 10 days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by the Buyer.

3: CANCELLATION

Once a contract has been confirmed between the Buyer and the Company, the Buyer may not cancel the contract, except with the prior written consent of the Company, and upon terms, which will indemnify the Company against all expense incurred, loss or damage, whether direct or indirect, including (but without prejudice to the generality of the foregoing), loss of profit to the Company and any other contingent losses.

4: SPECIFICATION AND INFORMATION

- 4.1 Although every reasonable precaution will be taken by the Company to ensure the accuracy of all drawings, descriptive matter, performance, weights, dimensions and shipping specifications submitted to the Buyer with the Company's

BT Lerson. Block A, Woodgates Farm, Woodgates End, Broxted, Nr. Stansted Airport, Essex. CM6 2BN

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Quotation or otherwise, the Company does not warrant the accuracy of such information which is approximate only, and intended merely to give a general idea of the Products, and no part of the same shall be deemed to form part of the contract between the Buyer and the Company and the Buyer in entering this contract admits that it has not relied upon any such matters as being representations of fact made by the Company.


- 4.2 Where Services are carried out to a specification, design instruction or template supplied by the Buyer:
- 4.2.1 The Company shall not be responsible for checking the accuracy or suitability of any such specification or instruction; and
- 4.2.2 The Buyer shall indemnify the Company against any loss, damage or expense in respect of any liability arising under the Copyright, Patents and Designs Act 1988, or any liability under the Consumer Protection Act 2019.
- 4.3 The Company reserves the right to make any changes to the specification of the Product or services that it sees fit when required to conform to any applicable safety or other statutory requirement, or alternatively where there is no material effect on the quality or performance of the Products.
- 4.4 Where the Company agrees to carry out Services on the Buyer's Goods, unless certification of the materials is provided in advance of any procedure being carried out, the Company shall not be liable for any failure of the Buyers Goods due to any of the Services carried out.
- 4.5 The Buyer warrants that it will pass on to the third party or end user of the Products, any and all information provided to the Buyer by the Company in respect of, but not restricted to, safety and handling.

5: PRICES

- 5.1 Unless otherwise clearly stated, all prices quoted for Products in the Company's Quotations and Order Acceptances are ex-works prices for the U.K. mainland. Additional terms will be agreed for export orders. Packing cases and/or stillages will be charged separately (subject as mentioned below) All packaging is chargeable and non-returnable.
- 5.2 Prices quoted include the cost of materials and labour at the date of Quotation. In the event of operating cost increases or increases in the cost of materials or parts of the Products supplied by subcontractors occurring after the date of quotation but before the Products are ready for delivery, the Company reserves the right to vary its prices accordingly without notice to the Buyer. The Buyer's Order is accepted on the basis that it shall be deemed to be a term of the contract that the contract price will be the price prevailing on the date when the Products are ready for delivery by the Company to the Buyer.
- 5.3 The Buyer agrees that in some circumstances it may be necessary for the Company to manufacture more items than are required by the Buyer in its order ('Overs'). This is due to the manufacturing process and technical set up involved. The Buyer agrees that any such 'overs' shall be included in the final invoice price.
- 5.4 Notwithstanding that the delivery terms for the Products may be ex-works the Company will if requested in writing by the Buyer, at the cost of the Buyer, arrange for the delivery of the Products to an address specified by the Buyer and in such event the Buyer shall reimburse the Company for all the cost of packaging, insurance, freight and carriage, of the Products provided that nothing in this clause shall be taken or read so as to exclude or amend the provisions of clause 5.1above.
- 5.5 Where applicable, Value Added Tax at the appropriate rate will be added to the price payable by the Buyer determined in accordance with preceding clauses of this Condition and shall also be payable by the Buyer.
- 5.6 The total price payable by the Buyer for the Products ("the invoice price") shall be the price determined in accordance with the preceding clauses of this Condition together with any storage charges incurred pursuant to Clause 8.3 below.
- 5.7 The Buyer shall not be entitled to any right of set-off in relation to the invoice price with respect to amounts (if any) due and owing by the Company to the Buyer.

6: TERMS OF PAYMENT

- 6.1 The terms of payment specified in the Company's Order Acceptance shall apply to the Contract, and if none is specified, unless the Buyer has an approved account with the Company, payment of the invoice shall be made by BACS or other electronic bank transfer means prior to the delivery of the Products.
- 6.2 Where the Buyer has an approved account with the Company, payment of the invoice price shall be made in full by BACS or other electronic bank transfer not later than the 30th day from the date of the invoice.

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- 6.3 Any further sums which may become due to the Company over and above the invoice price, howsoever arising shall be paid in full at the same time as the invoice price, or if arising after that time, shall be paid on demand.
- 6.4 Unless otherwise expressly agreed in writing, all payments shall be made in GBP.
- 6.5 If for any reason the Buyer is unable or unwilling to take delivery when the Products are ready for delivery or if delays of any kind arise through causes beyond the Company's control or if there are minor defects in the goods which do not substantially affect their commercial use, payment of the products shall not be withheld or deferred.
- 6.6 Without prejudice to the Company's right to immediate payment, the Company shall be entitled to claim penalties and interest on any sum payable in accordance with the Late Payment of Commercial Debts legislation computed from the date upon which the sum becomes payable until the date of actual payment and the Buyer shall be liable for all the costs and expenses (including legal costs) incurred by the Company in the collection of any outstanding sums.
- 6.7 Any liability of whatsoever kind upon the Company's part is subject to the Buyer having made payment in full according to the provisions of this clause and to the performance by the Buyer of all the Buyer's other obligations to the Company under the contract.

7: PROPERTY

- 7.1 Title to Products delivered to the Buyer shall not pass to the Buyer until:
- 7.1.1 The Company has received payment in full (in cash or cleared funds) for such Products; and
- 7.1.2 All other sums which are due to the Company from the Buyer for sales of Products.
- 7.2 Until title to the Products has passed to the Buyer, the Buyer shall:
- 7.2.1 Hold such Products on a fiduciary basis as the Company's bailee;
- 7.2.2 Store such Products separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
- 7.2.3 Not remove, deface or obscure any identifying mark or packaging on or relating to such Products; and
- 7.2.4 Maintain such Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company.
- 7.3 The Buyer shall obtain an endorsement of the Company's interest in the Products on its insurance policy if the Company requires it, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Company to inspect such Products and the policy of insurance, but the Buyer may resell or use Products in the ordinary course of its business.
- 7.4 Until the property in the Products shall have passed to the Buyer, the Company may recover possession of such Products from the Buyer and resell such Products and for that purpose the Buyer agrees that the Company, its servants and agents, may enter upon any land or building upon which the Products are situated and is permitted to detach the Products if they become installed in products from other sources.

8: DESPATCH, DELIVERY & RISK

- 8.1 Upon delivery, risk in the Products will forthwith pass to the Buyer.
- 8.2 Any time or times quoted by the Company for delivery or despatch are to be computed from the date of the Order Acceptance or, if later, the date upon which the Company has in its possession all necessary information (if any) to be supplied by the Buyer to enable the Company to proceed with the contract. In any event any dates or periods named by the Company for despatch or delivery of the Products are approximate and are intended as an estimate only and are deemed not to be of the essence of the contract. The Company shall not be liable to the Buyer in any way, for loss or damage arising from delivery or despatch at a date later than that specified howsoever caused and such late despatch or delivery shall in no way constitute a breach of contract by the Company.
- 8.3 If the Company shall give the Buyer notice that the Products are available for delivery ex- works, and at the expiration of 14 days after such notice the Buyer shall not have collected them from the Company's premises the Company shall be entitled to arrange storage of the Products on behalf, and at the cost and risk, of the Buyer (either at the Company's premises or elsewhere at the option of the Company) and all storage carriage or other charges in connection therewith shall be payable by the Buyer. Notwithstanding that the property in

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the products may have passed to the Buyer the Company shall have a lien upon the Products pending payment by the Buyer of such charges as aforesaid and the duty which the Company would otherwise owe as Bailee of the Products to the Buyer is hereby excluded.


- 8.4 The Company reserves the right to make delivery of products by instalments and to tender a separate invoice for each instalment setting out the invoice price for such instalment. Payment for any such instalment must be made in accordance with Clause 6 hereof and any delay in the delivery of any one or more instalments shall not entitle the Buyer to refuse to accept delivery of any further instalment.

9: CARRIAGE

- 9.1 The Company is prepared (if requested with the Order) to procure carriage and insurance on behalf of the Buyer, at the Buyer's cost. In this event the Company shall be under no liability for damage in transit, or for loss or damage to the Products beyond the point at which the Company contracts for the delivery.
- 9.2 The Company will entertain no claim for damage in transit, shortage of delivery or loss of Products, unless in the case of damage in transit or shortage of delivery a separate notice in writing is given to the carrier concerned and to the Company within 7 days of receipt of the Products and in the case of loss of the Products, a separate notice in writing is given to the carrier concerned and to the Company and a complete claim in writing is made within 30 days of the date of consignment;
- 9.3 Where Products are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed "Not examined".
- 9.4 The Products in respect of which any claim is made shall be preserved intact as delivered for a period of 21 days from notification of the claim, within which time the Company shall have the right to attend at the Buyer's works to investigate the complaint.
- 9.5 Any breach of this clause 9 shall disentitle the Buyer to any allowance in respect of the claim.
- 9.6 Section 32 (2) of the Sale of Goods Act 1979 shall not apply to the contract.
- 9.7 Where the property in the Products has not passed to the Buyer at or before the time of delivery of the Products by the Company to the carrier concerned, the right of disposal of the Products is hereby reserved by and to the Company.

10: WARRANTIES

- 10.1 The Company's products are not warranted or recommended for any specific customer application. It is the Buyer's responsibility to calculate and determine the proper gear selection, horsepower ratings and safety factors for any specific application.
- 10.2 The Company guarantees that if within six months of delivery of the Products the Buyer shall return carriage paid to the Company's works immediately on discovery, the Products or any part thereof which the Buyer alleges to be defective, together with a complete written description of the faults alleged, the Company will examine such part or parts.
- 10.3 If the Company shall be satisfied that such Products or parts or any of them are defective as alleged and that:
- 10.3.1 The defects are due solely to defective materials or defective manufacture (defects due to fair wear and tear of Products or component parts in normal use excluded);
- 10.3.2 No alteration or additions have been made to the Products without the Company's prior consent; and
- 10.3.3 There has been no misuse, neglect or failure to observe strictly any instructions relating to the operation or use of the Products the Company will in its absolute discretion repair (including, deciding the manner of repair) or replace the same, as the Company shall think fit and re-deliver the repaired or replacement Products or parts (as the case maybe) to the Buyer free of charge.
- Any labour costs involved in the removal, reinstatement or replacement of a part shall be payable by the Buyer. This guarantee does not extend to any proprietary equipment or component parts not manufactured by the Company. Any part, which the Company shall decide to replace, shall become the property of the Company. The benefit of this warranty shall not be assignable by the Buyer.
- 10.4 The warranty contained in clause 10.1 of this Condition does not extend or apply to any part or parts of the Products listed as "excepted parts" on the face of the Order Acceptance.

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- 10.5 The warranty given by the Company in clause 10.1 of this Condition in respect of the Products, shall not apply to any Products manufactured or supplied by the Company to the design or specification of, or in accordance with drawings or special instructions given or furnished by the Buyer in its Order or otherwise except where (and then only to the extent that) the Products do not comply with such specification, design, drawings or instructions as aforesaid, in which event the liability of the Company shall be limited to modifying or repairing the Products so that they accord with the said specification, design, drawings or instructions.
- 10.6 Save as provided in this clause 10 all conditions guarantees or warranties (including but without prejudice to the generality of the foregoing) any conditions, guarantees and warranties as to the capacity, quality, performance or description of any Products supplied by the Company or their suitability or fitness for any purpose or their life or wear or use under any condition whether made known to the Company or not) are excluded from the contract with the Buyer whether express or which but for these Conditions of Sale would or might be deemed to be implied by statute or common law or otherwise or would or might be deemed to apply by reason of any representation whether express or implied and whether oral or in writing. This clause 10.4 shall not however be construed or apply so as to exclude the Company's liability under the provisions of Section 12 of the Sale of Goods Act 1979.
- 10.7 The liability of the Company for the acts or defaults of its servants or agents in carrying out any repair work pursuant to the warranty contained in this clause 10 of this Condition shall be limited to rectifying any damage to the Products which may be caused by such servants or agents and except to that extent only, the Company shall not be liable for any loss, damage, injury or expense of any kind whatsoever (including but not limited to consequential damage or expense or loss of profits or liability to third parties) which may be incurred by the Buyer in consequence of the acts or defaults of the Company or its servants or agents in providing such repair work under the warranty. This clause 10.5 shall not be construed or apply so as to exclude or restrict the Company's liability for death or personal injury resulting from negligence on the part of the Company.
- 10.8 Save as expressly provided in these Conditions the Company shall be under no liability whatsoever in respect of any loss, damage, injury or expense whatsoever arising from any defect in the Products and in particular (but without prejudice to the generality of the foregoing) the Company shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects or when the Products have been fitted to third party components or assemblages. This clause 10.6 shall not be construed or apply so as to exclude or restrict the Company's liability for death or personal injury resulting from negligence on the part of the Company nor so as to exclude any liability arising under legislation implementing EC Council Directive 85/374/EEC.

11: BUYER'S BREACH OR BANKRUPTCY

If the Buyer defaults in paying any sum due under the contract with the Company as and when such sum becomes due, or commits any breach of any of its obligations to the Company, or if any distress or execution is levied upon the property or goods of the Buyer, or if the Buyer offers to make any arrangement with its creditors or commits any act of bankruptcy or (being a limited company) goes into liquidation (save for the purpose of amalgamation or reconstruction without insolvency) or if a receiver or manager is appointed of the whole or any part of the property or undertaking of the Buyer, the Company may forthwith either suspend all further deliveries until the default has been made good or determine the contract then subsisting so far as any further Products remain to be delivered. Any such determination shall be without prejudice to any claim that the Company might otherwise have for breach of contract. If requested the Buyer shall pay to the Company an appropriate proportion of the invoice price for the Products for work carried out prior to the date of cancellation and shall also take over and pay for at the then current prices such materials as the Buyer may have allocated for the purposes of the contract.

12: INSPECTION

- 12.1 The Company's Products are carefully inspected and where practicable submitted to the Company's standard tests at the Company's works before despatch.

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- 12.2 If tests other than those specified in the Company's Quotation, Order Acceptance or otherwise, or physical tests on materials or running tests in the presence of the Buyer or his representatives are required, these will be charged for extra.
- 12.3 If the Buyer fails to attend such tests after seven days' notice that the Company is ready to conduct such tests, the tests will proceed in the absence of the Buyer and shall be deemed to have been made in his presence and to his satisfaction. Section 34 of the Sale of Goods Act 1979 shall not apply to this contract.
- 12.4 The Buyer shall be responsible for verifying that the Products supplied by the Company are suitable and conform to specification and are accurate to the drawings and descriptive matter supplied to the Company.
- 12.5 The Buyer shall supply copies of its inspection documents to the Company within 21 days of delivery of the Products.

13: COPYRIGHT AND TRADE-MARKS

- 13.1 All drawings, specifications and other technical information supplied by the Buyer shall remain the property of the Buyer, and shall not be reproduced, other than in connection with the manufacture of the Products and shall be treated as confidential and returnable on request.
- 13.2 The Company agrees that it shall not breach the copyright of the Buyer or copyright owner nor breach confidentiality. It will take reasonable care to ensure that none of its staff, workers, agents or contractors breaches confidentiality.
- 13.3 Without prejudice to the generality of the provisions of this clause 13, the Company shall not be liable to the Buyer for any liability accruing to the Buyer consequent upon the Buyer's purchase, importation, use or resale of the Products or any of them resulting in any infringement or alleged infringement of any letters patent, registered design, trade mark, trade name, copyright or other property right whatsoever.
- 13.4 No trademark or other mark patent or patent application number, carried on any of the Products shall be erased or replaced by the Buyer without the consent of the Company.

14: BUYER'S INDEMNITY


- 14.1 The Buyer warrants that any designs, specifications, drawings or instructions furnished or given by the Buyer with his Order or otherwise shall not be such as will cause the Company to infringe any letters patent, registered design, copyright, trade mark or trade name in the performance of the contract and the Buyer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable if any work done in accordance with the Buyer's designs, specifications, drawings or instructions involves an infringement of any letters patent, registered design, trade mark, copyright, trade name or other property right whatsoever.

15: PUBLISHED DATA AND ADVICE

- 15.1 The descriptions, illustrations, dimensions and other particulars contained in any Company publication are given in good faith, but are not intended to, and do not, constitute any guarantee or warranty given by the Company, nor form part of any contract.
- 15.2 All advice, recommendation and calculations are offered to the best of our current knowledge and require actual life testing to confirm fitness for purpose.

16: TOOLS

Tools made for the manufacture of piece parts remain the Company's property notwithstanding that the Buyer may have been charged with any sum in respect of the cost thereof. Provided however that such tools shall at the request of the Buyer be transferred to him without further payment if the Company is unable or unwilling to execute any order for piece parts from such tools within a reasonable period or shall become insolvent or shall go into liquidation (except for the purpose of amalgamation or reconstruction) and if the Buyer shall have discharged all his liabilities to the Company whether under the contract or otherwise.

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17: NOTICES

- 17.1 Where written notice from either party to the other is required by these Conditions such notice shall be sent by guaranteed delivery letter to the last known address of the party to be served or where necessary or desirable by facsimile
- 17.2 Where these conditions require that a notice be given within a specified period such notice to be valid must reach the party to whom it is addressed within that period.
- 17.3 Notices are not accepted by email.

18: FORCE MAJEURE

- 18.1 Should delivery of any or all of the Products sold or agreed to be sold be hindered prevented or delayed by happenings or occurrences due to "force majeure" or by reason of any delays occasioned by strikes, lock-outs or other labour troubles, war, fire, accident to or breakdown of machinery or due to delay en route, delay in delivery of goods or materials by suppliers or other persons, government action, Act of God, or any cause whatsoever outside the control of the Company, the Company reserves the right to cancel or suspend deliveries without prejudice to its rights to payment for any of the Products already delivered.
- 18.2 In any event the Company shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of such events or happenings as are particularised in clause (a) of this Condition.

19: GOVERNING LAW & JURISDICTION

The contract between the Company and the Buyer shall be governed by and construed in accordance with English law and The Uniform Laws of International Sales Act 1967 shall not apply. The Buyer hereby agrees to submit to the exclusive jurisdiction of the English courts.

20: LICENCES AND DUTIES

The payment of any taxes and the obtaining and maintenance in full force and effect of any necessary export and import licences, authorisations and consents in respect of the Products is the sole responsibility of the Buyer and the Company shall be under no liability whatsoever in respect of Products exported or imported without any necessary licences, authorisations or consents.

21: HEALTH AND SAFETY AT WORK ETC. ACT 1974

- 21.1 The Buyer shall if requested by the Company promptly deliver to the Company an undertaking (in a form to be approved by the Company) on the part of the Buyer in accordance with Section (6) (8) of the Health and Safety at Work etc. Act 1974.
- 21.2 The Buyer shall indemnify the Company from and against all actions, claims, demands, expenses and all liability whatsoever which may be made against or sustained, paid or incurred by, the Company by reason or in consequence of any failure by the Buyer to disseminate to its employees any information given by the Company to the Buyer about the Products, or to take such steps as are communicated in writing by the Company to the Buyer and such other necessary steps to ensure, so far as reasonably practicable, that the Products will be safe and without risks to health when properly used.

22: CONDITIONS SPECIFIC TO THE SUPPLY OF SERVICE ONLY

- 22.1 When the company agrees to carry out any work on blanks or material supplied by the Buyer, the following additional conditions shall apply (in addition to the Company's Standard Conditions of Sale to the extent that the latter are not inconsistent).

- 22.2 The prices quoted by the Company for the carrying out of work on blanks or material supplied by the Buyer do not include charges for packing or delivery either to or from the Company's works unless expressly agreed otherwise in writing with the Buyer.
- 22.3 Blanks and materials supplied by the Buyer shall remain at the Buyer's risk at all times whilst held at any of the Company's premises and the Company shall not in any way be liable to the Buyer for the safe custody or loss of such blanks and materials. The Buyer shall provide sight of its insurance certificate to the Company upon request.
- 22.4 Neither the Company nor its servants or agents shall be under any duty or obligation whatsoever to check or rectify blanks or material supplied by the Buyer before carrying out any work thereon.
- 22.5 Neither the Company nor its servants or agents shall be under any liability whatsoever in respect of loss, damage, spoiling, destruction or failure of blanks or material howsoever caused, or any loss, damage, injury or expense arising from any defect in the blanks or material on which the Company has carried out work and in particular but without prejudice to the generality of the foregoing) shall not be under any liability whatsoever in respect of any consequential damages or expenses or any loss of profit on resale or any liability to third parties incurred by the Buyer in consequence thereof. This clause shall not be construed or apply so as to exclude or restrict the Company's liability for death or personal injury resulting from negligence on the part of the Company nor so as to exclude any liability arising under legislation implementing EC Council Directive 85/374/EEC.
- 22.6 The Buyer agrees to indemnify the Company against all damages, losses, expenses and liabilities whether direct or consequential awarded against or incurred by the Company by reason of any proceedings claims or demands which may be brought or made against the Company alleging injury loss or damage to any third party or any property of any third party by reason of any defect in any of the blanks or material supplied by the Buyer on which the Company may have carried out work.
- 22.7 Without prejudice to the generality of the foregoing indemnity the Buyer shall indemnify, and keep indemnified, the Company from and against any loss (including consequential loss and loss of profit), costs, claim, injury or expenses in respect of either or both of the following:
- 22.7.1 Any alleged defect in the components to which these conditions relate,
- 22.7.2 Failure of the components to which these conditions relate to comply with the general safety requirement or any safety regulation arising from legislation (whether in the United Kingdom or in any other member country of the European Economic Community) implementing EC Council Directive 85/374/EEC.
- 22.8 The Buyer accepts that the carrying out of the Services involves risk to the Buyer's Goods including, but not limited to, cracking, distortion and hardenability. The Buyer enters into the Contract upon the basis that the exclusions of liability in this Clause 24 are reasonable due to the nature of the Buyer's Goods and the Services to be performed unless specifically agreed otherwise in writing by a director of the Company.
- 22.9 In the event that blanks or material are damaged, spoilt, destroyed or fail in the course of work carried out by the Company as a result of hardness or unsuitability or defectiveness of blanks or material supplied, the Buyer shall pay the Company for all work already carried out on the blanks and material so damaged, spoilt, destroyed or failed and the Buyer shall be liable for any damage destruction or failure of any of the Company's tools or machines resulting directly or indirectly from the damage spoiling destruction or failure of the blanks or material as above.
- 22.10 All metal removed by the Company from blanks and materials in the course of carrying out work thereon shall forthwith become the property of the Company. An allowance for metal so removed will have been taken into account by the Company in preparing its estimate for the work.
- 22.11 In view of the disproportionate difference between the likely value of the Buyer's Goods and the price of the Services, the Company's liability in respect of any default in Services, or in respect of any error in any information provided to the Buyer concerning the Services, or the condition or performance of the Buyer's Goods which has formed a representation or is part of the Contract or in respect of negligence on the part of the Company or its servants or agents shall be limited as follows:
- 22.11.1 The Buyer accepts that wastage of up to 10% of the total quantity may occur and is to be accepted as normal;
- 22.11.2 Subject to the provisions of 24.9.1 the Buyer will carefully examine the Buyer's Goods on receipt and notify the Company and the carrier immediately of any damage or shortage. Within twenty-one days of receipt or (in the case of total loss) of receipt of the invoice or other notification of dispatch the buyer will give the Company

written confirmation of the damage or shortage. Within fourteen days of request the Buyer will provide authority for the Company's servants or agents to inspect any damaged Buyer's Goods.

- 22.11.3 The Company's liability in respect of any default or error as described in Clause 24.9.2 above shall, save as otherwise provided in these Conditions and except in respect of death or personal injury, not exceed five times the Contract price for Heat Treatment or PVD services, or twice the Contract price for Surface Treatment services, or £1000 for any service, whichever is the lesser. The Relevant Services are the services which the Company carries out or agrees to carry out to those of the Buyer's Goods affected by the default or error. The Company may at its option and where feasible carry out the Relevant Services again in lieu of making any payment to the Buyer.
- 22.12 The Company will only be liable to the Buyer in respect of the matters set out in this clause 24, provided that:
- 22.12.1 The Buyer informs the Company of the defect or default or error as soon as is reasonably practicable; and
- 22.12.2 In any event the defect, default or error must be notified to the Company within three months of the delivery of the Buyer's Goods after completion of the Services; and
- 24.12.3 Authority is provided for the Company's servants or agents to inspect the same without delay.
- 22.13 The Company shall have no liability in respect of any damage or loss incurred by the Buyer by reason of the Buyer's failure to provide adequate and accurate information regarding the Buyer's Goods.
- 22.14 Save as provided in these Conditions the Company shall have no liability in respect of any direct or consequential loss or damage sustained by the Buyer arising from or in connection with any such defect or error as aforesaid.
- 22.15 Except for the terms implied in the Contract by Part 2 of the Supply of Goods and Services Act 1982, all conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, except as they are contained in these Conditions or otherwise expressly agreed by the Company in writing. If any legislation makes it unlawful to exclude or purport to exclude any term from the Contract this clause will not apply to such term.
- 22.16 The Buyer warrants that all Buyer's Goods supplied to the Company for processing are suitable for the processing requested by the Buyer and that all matters which may affect such suitability have been made known to the Company in writing. The Buyer will indemnify the Company against any costs, liabilities, expenses or claims arising by reason of the Buyer's breach of such warranty. The Company reserves the right to decline to carry out or complete any service which it has agreed to carry out if in its reasonable opinion the Buyer's Goods are not suitable.
- 22.17 Where the Company agrees to carry out tests upon the Buyer's Goods when the Services are completed where such tests might involve the destruction or some or all of the Buyer's Goods, the supply of test pieces shall be the responsibility of the Buyer. In the absence of the supply of test pieces by the Buyer the Company may, at its discretion, use its own test pieces but cannot guarantee that the same will give identical results to those which would be achieved by testing the Buyer's Goods. The results of such tests shall be notified to the Buyer in Writing.
- 22.18 The Buyer agrees that in some circumstances it may be necessary for the Company to manufacture a larger quantity of items than are required by the Buyer in its order ('Overs'). This is due to the manufacturing process and technical set up involved. The Buyer agrees that any such 'overs' shall be included in the final invoice price.
- 24.19 The Company takes responsibility for insuring the Buyer's Goods against loss or damage, but not consequential loss or damage, due to fire, aircraft, explosion, earthquake, riot, civil commotion, malicious damage, storm, tempest, flood, burst pipes, impact, accidental damage and theft whilst on the Company's premises or transport up to a maximum of £50,000. Any amount over this amount is the responsibility of the Buyer.
- 22.20 Risk of damage to or loss of the treated Goods shall pass to the Buyer:
- 24.20.1 In the case of treated Goods to be collected from the Company's premises, 24 hours after the time the Company notifies the Buyer that the treated Goods are available for collection; or
- 24.20.2 In the case of treated Goods to be delivered, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the treated Goods, the time when the Company has tendered delivery of the treated Goods.
- 22.21 Where the Contract provides for delivery of the treated Goods, the Company will not entertain any claim by the Buyer in respect of loss or damage in transit unless:
- 22.21.1 Written notice to the Company within seven (7) days after the date of the Company's advice note or other notification of the dispatch of the treated Goods in the case of non-delivery, or within seven working days of the delivery of the treated Goods in any other case; and

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- 22.22 Where the Buyers Goods are transported by an independent freight carrier the Buyer must comply in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit to that carrier.
- 22.23 The Buyer is responsible in all cases for unloading the delivery vehicle and shall be responsible for all loss of or damage to the Buyer's Goods during the course of such unloading.

23. Anti-Bribery and Anti-Corruption: The Buyer shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
- (b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) Have and shall maintain in place throughout the term of this agreement Buyer own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (d) Ensure that all persons associated with the Buyer, including employees and sub-contractors, or other persons who are performing services in connection with this agreement comply with this Clause; and In the event of any breach of this by the Buyer or by anyone employed by the Buyer or acting on the Buyer behalf (whether with or without the Buyer knowledge):
- (e) The Buyer shall immediately give the Company full details of any such breach and shall co-operate fully with the Company in disclosing information and documents which the Company may request; and/or
- (f) The Company shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement immediately; and
- (g) The Buyer shall be liable for, and shall indemnify and keep the Company indemnified, in respect of any and all loss resulting from such termination. In any dispute, difference or question arising in respect of:
 - i. the interpretation of this Clause; or
 - ii. the right of the Company to terminate this agreement; or
 - iii. the amount or value of any gift, consideration or commission the decision of the Company shall be final and conclusive.