

STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES Of

Techbelt (A trading Division of Technical Engineering Services Ltd)

1. Definitions

In this document the following words shall have the following meanings:-

- 1.1 **Agreement** – means these Terms & Conditions, together with the Terms of any applicable Specification Document.
- 1.2 **Customer & Buyer** – means the organisation or person who purchases goods or services from the Buyer.
- 1.3 **Intellectual Property Rights** – means all patents, registered & unregistered designs, copyright, trade marks, know-how & all other forms of intellectual property wherever in the world enforceable.
- 1.4 **Specification Document** – means a statement of work, quotation or other similar document describing the goods & services to be provided by the Supplier.
- 1.5 **Supplier or Company** – means Techbelt & Technical Engineering Services Ltd or any other trading division of Technical Engineering Services Ltd now & in the future.
- 1.6 **Contract** – means any contract between the Company & the Buyer for the sale & purchase of the Goods, incorporating these conditions.
- 1.7 **Delivery Point** – means the place where the delivery of the Goods is to take place under Condition 5.
- 1.8 **Goods**- means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any parts or parts of them).
- 1.9 A reference to a particular law is a reference to it as it is in force for the time being, taking into account of any amendment, extension, application or re-enactment & includes any subordinate legislation for the time being in force made under it.
- 1.10 Words in the singular include the plural & in the plural include the singular.
- 1.11 A reference to one gender includes a reference to the other gender.
- 1.12 Conditions heading do not effect the interpretation of these conditions.

2. General

- 2.1 These Terms & Conditions shall apply to all contracts for the supply of goods & services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer either a Quotation of a Sales Order Document which shall specify the goods & services to be supplied & the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of these documents. All Quotations & Sales Order Documents shall be subject to these Terms & Conditions.
- 2.3 These conditions shall apply to all Suppliers' sales & any variations to these conditions & any representations about the Goods shall be based on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.
- 2.4 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.5 Each order or acceptance or a quotation for Goods by the Customer from the Supplier shall be deemed to be an offer by the Customer to buy Goods subject to these conditions.
- 2.6 No order placed by the Customer shall be deemed to be accepted by the Supplier until a written acknowledgement of order is issued by the Supplier or (if earlier) the Supplier delivers the Goods to the Customer.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Supplier despatches an acknowledgement of order to the Customer. Any quotation is valid for 30 days (unless notified in writing by the Supplier of otherwise) providing that the Supplier has not previously withdrawn it.

3. Price & Payment

- 3.1 The price for the supply of goods & services are as set out in the Quotation or Sales Order Document. The Supplier shall invoice the Customer on completion of the work or delivery of the goods supplied. In the event of "Special" payment terms being agreed, these will be stated on the Quotation/Sales Order Document & agreed prior to commencement of work.
- 3.2 The price of the goods shall be exclusive of any value added tax & all costs or charges in relation to packaging, loading, unloading, carriage & insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the goods.
- 3.3 Invoiced amounts shall be due & payable 30 days from the date of the invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when the payment becomes due from day to day until the date of payment at a rate of 3% above base rate of the Bank of England. In the event that the Customer's procedures require that an invoice shall be submitted against a purchase order prior to payment, the Customer shall be responsible for issuing such a purchase order before the goods & services are supplied.
- 3.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 3.5 All payments payable to the Supplier under the Contract shall become due immediately on its termination despite any other provision.
- 3.6 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.

4. Specification of the Goods.

All goods shall be required only to conform to the specifications in the Quotation/Sales Order Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier & no representation written or oral, correspondence or statement shall form part of the Contract unless specifically stated.

5. Delivery.

- 5.1 Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Company's place of business.
- 5.2 The date of delivery specified by the Supplier is an estimate only. The Customer shall take delivery of the Goods within 14 days of the Supplier giving notice that the Goods are ready for delivery. Time for delivery shall not be the essence of the Contract. If no dates are specified, delivery shall be within reasonable time.
- 5.3 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill & similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.4 If for any reason the Customer fails to accept delivery of any of the goods when they are ready for delivery, or the Supplier is unable to deliver the goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisation:
- (a) Risk in the Goods shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);
- (b) The Goods shall be deemed to have been delivered; and the Supplier may store the Goods until delivery; whereupon the Customer shall be liable for all related costs & expenses (including, without limitation, storage & insurance).
- 5.5 The Customer shall provide at the Delivery Point & at its expense adequate & appropriate equipment & manual labour for loading the Goods.