

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

- The definitions and rules of interpretation in this condition apply in these conditions.
- Artwork: Any image or design provided in any form including, without limitation, any artwork embodied in any CAD data, gerbers and/or stencils) to the Company by the Customer for use in the performance of any Services or the production of any Goods.
- Attachment: The Company's confirmation that a Test Product has met or exceeded the Prescribed Standards.
- Bill of Materials (BOM): The parts list of components required in order to complete a saleable article.
- Confidential Information: Any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or otherwise subject to confidentiality.
- Contract Review Meeting: Internal meeting of the Company held in order to review all orders received by the Company, to determine that the Company's production plant has the capacity to manufacture any Goods and/or to perform any Services requested in any order and to confirm that all necessary components will be available to meet any delivery date requested in any order.
- Customer: The person, firm or company who purchases the Goods and/or Services from the Company.
- Company: TEDINGTON ELECTRONICS LIMITED.
- Contract: Any contract between the Company and the Customer for the Supply of any Goods and/or Services, incorporating these conditions.
- Conditions: These Terms and Conditions of Supply.
- Delivery Point: The location where the Goods to be taken under Condition 4.
- Engineering Change Note (ECN): The Company's written confirmation of approval of an ESR, which may in the Company's sole discretion be issued by the Company, but without which no ESR shall be deemed approved.
- Engineering Services Request (ESR): Any change, verbally or in writing, to any manufacturing instructions submitted by the Customer to the Company verbally or in writing, including, but without limitation, any change to the BOM.
- Free Issue Materials: Any materials provided to the Company by the Customer for use by the Company in the performance of any Services, or the production of any Goods.
- Goods: Any goods agreed in the Contract to be produced by the Company for the Customer and/or sold by the Company to the Customer (including any part or parts of them).
- Input Material: Any documents or other materials, and any data or other information provided to the Company by the Customer relating to the Goods and/or Services, including, without limitation, any artwork, BOM, ESR and/or Free Issue Materials.
- Intellectual Property Rights: Any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source code and/or software, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equitable or similar rights of any of the foregoing in any jurisdiction, whether registered or unregistered.
- Prescribed Standards: Such standards as the Customer requires the Company to test any Test Product against, as part of the requested Services.
- Sales Order Acknowledgment: A confirmation, entitled 'Acknowledgment' and sent from the Company to the Customer either by post or e-mail, confirming the price of any Goods and/or Services together with, where applicable, the quantity and delivery date for any Goods and/or a description of any Services to be performed and the performance date thereof.
- Services: Any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including, but not limited to, any Services to be performed in relation to any Goods.
- Supply: The sale of any Goods and/or the performance of any Services by the Company to the Customer. For the avoidance of doubt, any Goods so sold, and/or Services so provided, (or to be sold or provided, as applicable), are supplied.
- Test Procedure: Any test, using such testing criteria developed by the Company, that the Customer has requested the Company to perform on any Test Product in order to verify whether a Test Product complies with the Prescribed Standards.
- Test Product: Any goods which the Company has agreed to test and/or inspect pursuant to the Customer's request to provide the Services.
- A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Words in the singular include the plural and in the plural include the singular.
- A reference to one gender includes a reference to the other gender.
- Conducting headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

- Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 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 unless such a result of such document being referred to in writing.
- These Conditions apply to the supply of any Goods and/or Services by the Company and any variations to these Conditions and any representations about any Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorized signatory of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- Each order or acceptance of any Goods and/or Services by the Customer from the Company shall be deemed to be an offer by the Customer to procure Goods and/or Services subject to these Conditions.
- No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company.
- Without prejudice to the provisions of Condition 2.6, if the Customer wishes to change any order, (which, for the avoidance of doubt shall include, but shall not be limited to, any amendment to the BOM, ESR and/or any Input Material and/or any specification), any such change is subject to acceptance by the Company and the Customer must pay any additional charges associated with fulfilling the changed order.
- The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate and are submitted to the Company within a sufficient time period such as will enable the Company to fulfil the Company's obligations under the Contract. Without limitation and without prejudice to any other Condition, the Company shall not be liable for any delay in delivering any Goods and/or performing any Services if such delay, or the reason for such delay, could be attributed, directly or indirectly, to the Customer.
- Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a Sales Order Acknowledgment to the Customer following a Contract Review Meeting. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

- The quantity and description of any Goods and/or Services shall be as set out in the Company's quotation or Sales Order Acknowledgment.
- All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures shall be treated for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.
- Any and all artwork shall be submitted in such formats and shall meet such standards as may be prescribed by the Company from time to time, at the Company's absolute discretion. The Company reserves the right to refuse to perform any Services or produce any Goods if any artwork is not submitted in the format prescribed, or does not meet the standards prescribed, in each case by the Company. Without limitation, if the Company is requested to prepare any artwork for a Customer or to assist any Customer in the preparation of any artwork, any and all additional charges therefor shall be payable by the Customer. Details of any formats and standards prescribed by the Company for the submission of artwork may be obtained by contacting Mr. Graham Tomkin of the Company.
- The Customer shall be responsible for delivering any and all Free Issue Materials by the Company's premises, unless otherwise agreed in advance with the Company and the Customer shall not be liable for any loss of or damage to any such materials.
- All Free Issue Materials shall be handled by the Company at the Customer's own risk. Any surplus or waste materials derived from any Free Issue Materials may be disposed of by the Company at the Customer's cost, if any, unless otherwise agreed with the Company in advance.
- The Customer shall be responsible for ensuring that there is no defect or deficiency in any Free Issue Materials prior to any delivery thereof to the Company pursuant to Condition 3.4. Without limitation, the Company shall not be liable for any defect or deficiency of any Free Issue Materials, however and to whomsoever or whatsoever caused and the Customer shall hold the Company harmless and shall fully indemnify the Company with respect to any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense so sustained. The Company reserves the right to refuse to perform any Services or produce any Goods in relation to any defective or deficient Free Issue Materials, however and to whomsoever or whatsoever caused and the Customer shall hold the Company harmless and shall fully indemnify the Company with respect to any claim made by or against the Company in relation to any liability, loss, damage, injury, cost or expense so sustained. The Company reserves the right to refuse to perform any Services or produce any Goods in relation to any defective or deficient Free Issue Materials, however and to whomsoever or whatsoever caused and the Customer shall hold the Company harmless and shall fully indemnify the Company with respect to any claim made by or against the Company in relation to any liability, loss, damage, injury, cost or expense so sustained.
- If any Goods are to be manufactured, designed, built or configured and/or any process is to be applied to any Goods by the Company in accordance with any Input Material and/or any specification submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses incurred or incurred by the Company in connection with the performance of any Services, or the production of any Goods, in so doing, the Customer shall pay any additional charges imposed by the Company therefor.
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- All Goods shall be supplied by the Company to any standard commercial tolerances that apply within the appropriate industry, unless the Customer notifies the Company in writing of any special tolerances that the Customer requires.
- The Customer shall be solely responsible for ensuring the suitability of any Goods for any specific purpose.

4. DELIVERY AND RETURNS

- The Company only delivers within the United Kingdom, unless otherwise agreed between the Customer and the Company's export department, who will advise the Customer regarding any and all terms and conditions and the delivery charges applicable to export orders.
- Unless otherwise agreed in writing by the Company, and without prejudice to Condition 4.1, delivery of the Goods shall take place at the Customer's place of business. All carriage charges, including any charges in respect of inland waterway transport, shall be borne by the Customer.
- Any delay specified by the Company for delivery of the Goods is intended to be an estimate and time for delivery shall not be made of the essence by its notice. If no dates are so specified, delivery shall be within a reasonable time. Should expedited delivery be agreed, the Customer reserves the right to levy an extra delivery charge.
- On 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, profits of business, reputation and 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 Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, the Company shall not be liable for any loss of or damage caused by the Company's negligence;
- (a) the risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- The Customer shall be liable for the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods) charge the Customer for any shortfall below the price for the Goods.
- The Customer shall provide to the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- If delivery involves a delivery point other than the Delivery Point and the Delivery Point is located at an unreasonable distance from any feasible vehicle access point, the Company reserves the right to levy an extra delivery charge.
- If the Company delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- With respect to the return of Goods, only stock Goods may be returned to the Company for replacement or refund, up to 28 days from the date of delivery thereof, and at the Company's sole discretion. Prior to returning any Goods to the Company, a Customer must complete a Goods Return Form Request on the Company's website at www.tedcom.com. A Goods Return Form, including a Goods Return Number together with details of the address to which the Goods must be returned will be provided to the Customer by return email. Customers must return and attach a copy of the completed Goods Return Form to the Goods before returning any Goods to the Company. The Company will not replace or refund any Goods that are (a) returned to the Company without a properly attached Goods Return Number, or (b) received by the Company more than 14 days after the date of the email notifying the Customer of their Goods Return Number. Goods must be returned in their original packaging and in the condition in which they were received by the Customer. The Company shall not be responsible for any damage to the Goods or any loss thereof in transit. All returns are subject to a 25% restocking fee. The Customer must also pay the return carriage charges.

5. NON-DELIVERY

- The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- The Company shall not be liable for non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would be in the ordinary course of events have been received.
- Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

- The Goods are at the risk of the Customer from the time of delivery.
- Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Goods; and (b) all other sums which are or may become due to the Company from the Customer on any account.
- Until ownership of the Goods has passed to the Customer, the Customer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) store the Goods (as to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce evidence to the Company.
- The Customer may resell the Goods before ownership has passed to it solely on the following conditions: (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale; and (c) the proceeds of any such sale shall be paid to the Customer as the Company's bailee and the Customer shall join the proceeds into a separate bank account opened for that purpose and approved by the Company and shall ensure that in no circumstances are the proceeds mingled with other money and paid into an overdraft bank account but are at all times identifiable as the Company's money; and (d) if the Customer has not received the proceeds of any such sale as referred to in and pursuant to Condition 6.4 (c) it will, if called upon to do so by the Company, assign to the Company with immediate effect and without limitation to the Company, all rights against the person or persons by whom the proceeds are owed.
- The Customer's right to possession of the Goods shall terminate immediately if: (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition is presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or (b) the Customer suffers or allows any execution distress or diligence, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a secured lender to the Customer takes any steps to obtain possession of the secured property or otherwise enforces its security or the Customer ceases to trade; or (c) the Customer encumbers or in any way charges any of the Goods.

- The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored or otherwise used, but in any event, and without limitation, hereby undertakes to secure access at any time to any such premises for the Company, its agents and employees in order to inspect the Goods, or, where the Customer's right to possession has terminated, to recover them.
- Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- On termination of the Contract, in so far as possible, the Company's (but not the Customer's) rights contained in this Condition 6 shall remain in effect.

7. PRICE

- Unless otherwise agreed by the Company in writing, the price for any Goods and/or Services shall be the price set out in the quotation or Sales Order Acknowledgment sent to the Customer.
- The price for the Goods and/or Services shall be exclusive of any value added tax. The price of any Goods shall additionally be inclusive of all costs and charges in relation to packaging, loading, unloading, carriage and insurance.
- The Customer shall pay to the Company any additional sums which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of information, or in any event, and without limitation, hereby undertakes to secure access at any time to any such premises for the Company, its agents and employees in order to inspect the Goods, or, where the Customer's right to possession has terminated, to recover them.
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