

**AMS TECHNOLOGIES LIMITED**  
**STANDARD TERMS & CONDITIONS OF SALE**

**General**

- 1.1 All quotations are made and all orders are accepted subject to the following conditions. All other terms conditions and warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- 1.2 Quotations shall be available for acceptance for a maximum period of 90 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.
- 1.3 If any statement or representation has been made to the Customer by the Company its employees or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or acknowledgement of order then the Customer must set out that statement or representation in a document to be attached to or enclosed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation.

**Delivery**

- 2.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- 2.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions, or approval from the Customer. Alterations by the Customer in design, specification or quantity required may result in delay in delivery.
- 2.3 Failure by the Customer to take delivery of, or to make payment in respect of any one or more installments of Goods delivered hereunder shall entitle the Company to treat the whole contract as repudiated by the Customer.
- 2.4 The Company will endeavour to comply with reasonable request by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the goods shall be made in accordance with these conditions.
- 2.5 Any packaging supplied by the Company unless otherwise expressly agreed is intended to provide adequate protection throughout normal conditions of transit of usual duration.
- 2.6 The Company will not be responsible for unloading or for any damage thereby occasioned.

**Risk and Title**

- 3.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the goods:-
  - 3.1.1 If the Company delivers the goods by its own transport or in accordance with a specific contractual obligation arranges transport for the goods at the time when the goods or a relevant part thereof arrive at the place of delivery or in all other circumstances at the time when the goods, or a consignment or other part thereof leaves the premises of the Company, or if earlier, airport or forwarding agents' offices.
  - 3.2 Title to the goods or any relevant part thereof shall only pass to the Customer upon the happening of any one of the following events:-
    - 3.2.1 The customer has paid the Company all sums due and payable by it to the Company under this contract and all other prior contracts between the Company and the Customer or,
    - 3.2.2 When the Company serves on the Customer notice in writing specifying that title in the goods or such part thereof has passed.
  - 3.3 The Company may recover goods in respect of which title has not passed to the Customer at any time and the Customer hereby licenses the Company its officers, employees and agents to enter upon any premises of the Customer for the purpose either of satisfying itself that Condition 3.4 below is being complied with by the Customer or of recovering any goods in respect of which property has not passed to the Customer.
  - 3.4 Until title to the goods has passed to the Customer pursuant to the terms hereof it shall possess the goods as a bailee of the Company on the terms of this Contract. If the Company so requires the Customer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.
  - 3.5 The Customer shall only be at liberty to sell the goods or any of them, whether in their original state or combined with other goods, prior to the passing of title on the understanding that if the Customer does sell the goods then the Customer will hold the whole of the proceeds of sale received by it including the proceeds of sale of other goods combined with the goods on trust for the Company. The Company will after all sums owing to the Customer under this contract and any other sums owing by the Customer to the Company under any other contract or contracts in existence between the Company and the Customer at the date of this contract (whether or not such sums are then due for payment), have been settled out of the trust fund account to the customer for surplus sums included in the trust fund.

**Cancellation**

4. The Company will only agree to cancellation on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits in other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.
  - 4.1 Upon cancellation the customer agrees to pay the following costs;  
If the product is of a bespoke nature then a full 100% of all outstanding order values.  
If the product is of a non-bespoke nature then 20% of all outstanding order value, plus 100% of all raw materials, finished and/or part finished goods.

**Prices**

- 5.1 All prices are unless otherwise stated quoted net exclusive of VAT are subject to fluctuation in the event of any increase in the cost of labour due to local or national awards or increases in the cost of materials and overheads.
- 5.2 In the event of any alteration being requested by the Customer and agreed by the Company in design or specification the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.
- 5.3 The cost of carriage shall unless otherwise stated or agreed by the Company be charged extra and is not refundable.
- 5.4 The prices quoted are in pounds sterling subject to a US dollar exchange rate set out in the quotation plus or minus 2%. Should the exchange rate fluctuate in excess of 2% either way at the time of invoice then the price will be adjusted accordingly.

**Terms of Payment**

- 6.1 Unless otherwise agreed by the Company in writing payment shall be made 30 days after the date of the invoice or the date the Customer is advised that the goods are ready for despatch. The Company shall be entitled to submit its invoice with its delivery advice note or at any time after despatch of the goods save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.
- 6.2 Where goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions.
- 6.3 No dispute arising under the contract or delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- 6.4 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the Basic Rate of Barclays Bank plc in force at the time when payment was due.

**Shortages and Defects Apparent on Inspection**

- 7.1 The Customer shall have no claim for shortages or defects apparent on visual inspection unless:-
  - 7.1.1 The Customer inspects the goods within three working days of arrival at its premises or other agreed destination and
  - 7.1.2 A written complaint is made to the Company within seven days of receipt of the goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect and
  - 7.1.3 The Company is given an opportunity to inspect the goods and investigate any complaint before any use of or alteration to or interference with the goods.
- 7.2 If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.

**Defects not Apparent on Inspection**

- 8.1 The Customer shall have no claim in respect of defects not apparent on visual inspect at the time of delivery unless:-
  - 8.1.1 a written complaint is sent to the Company as soon as reasonably practicable after a defect is discovered and no use is made of the goods thereafter and no alteration made thereto or interference made therewith before the Company is given an opportunity to inspect the goods in accordance with this Condition and
  - 8.1.2 the complaint is sent within twelve months of the date of delivery of the goods or in the case of an item not manufactured by the Company within the guarantee period specified by the manufacturer of such item.
- 8.2 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company not in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- 8.3 The Company shall not be liable for loss or damage suffered by reason of use of the goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.
- 8.4 The Company may within 15 days of receiving such a written complaint (or 28 days where the goods are suitable outside the United Kingdom) inspect the goods and Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

**Guarantee**

- 9.1 Sections 12-15 of the Sale of Goods Act 1979 are to be excluded from this contract.
- 9.2 The Company accepts no responsibility for failure of the goods to attain performance figures unless the Company has given a specific written assurance in the quotation or in a separate document issued subsequently.
- 9.3 In the event of the conditions of the goods being such as might or would (subject to these conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so but shall first ask the Company to repair or supply satisfactory substitute goods and the Company shall thereupon be entitled as its option to repair or take back the defective goods and to supply satisfactory substitute goods free of cost and within a reasonable time. If the Company does so repair the goods or supply satisfactory substitute goods the Customer shall be bound to accept such repaired or substituted goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.
- 9.4 In the case of goods not manufactured by the Company the Company gives no assurance or guarantee whatsoever that the sale or use of the goods will not infringe patent copyright or other industrial property rights of any other person or firm company.

**Liability**

- 10.1 Save where the Company is shown to have failed to exercise reasonable care in the supply of the goods and such failure results in death or personal injury the Company shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall the Company be liable, for consequential loss (including removal or rectification work required in connection with installation of repaired or substitute goods) loss of profits or damage to property.
- 10.2 Except where the absolute prohibitions against exclusion and restriction of liability contained in the Unfair Contract Terms Act 1977 apply the Company shall in no circumstances be liable to the buyer in respect of any loss, damage or injury of any kind (which for the avoidance of doubt includes consequential loss or damage) whether suffered by the buyer or any other party and howsoever caused (including being caused by any defect in, failure of or unsuitability for any purpose of the goods or by any negligence whether in relation to design or manufacture of the goods or at all) and all conditions, warranties or other terms whether expressed or implied, statutory or otherwise are hereby excluded.
- 10.3 The Company shall not be liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage) arising from any representation, statements, warranties, recommendations or advice made or given before the making of this contract.
- 10.4 In this Clause the expression "consequential loss" shall include loss of profits, loss of business revenue, loss of user or loss of goodwill whether of the buyer or any other party.
- 10.5 The Customer shall indemnify the Company against any liability which the Company may incur, whether by Court proceedings or by a bona fide out of Court settlement as a result of a claim against the Company under Part 1 of the Consumer Protection Act 1987 in respect of an alleged defect in the goods.

**Insolvency**

11. If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager or Administrator is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or according to the Company.

**Force Majeure**

12. Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restriction condition or control or by reason of any part done or not done pursuant to a trade dispute whether such dispute involves its employees or not or by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of those Conditions.

**Legal**

- 13.1 The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.
- 13.2 All disputes between the parties in relation to or in connection with this contract or any goods supplied or work done hereunder shall be referred to the arbitration of a single person appointed on the application of either of the parties, by the President for the time being of the Institute of Electrical Engineers. The provisions of the Arbitration Acts 1950-1979 or any statutory modification or re-enactment thereof for the time being in force shall apply to such arbitration.