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## **TERMS & CONDITIONS**

### **Conditions of Sales and Services**

#### **1. Definitions**

**1.1** 'The Company' means Metaltech Precision Ltd.

**1.2** 'The Buyer' means the person or Company placing an order for goods or services.

**1.3** 'The goods and/or services' means the goods and/or services to be supplied by the Company.

**1.4** 'The Agreement' means the legal contract between the Company and the Buyer for the goods and services including these conditions of sales and services.

**1.5** 'The price' means the sum which the Buyer has agreed to pay for the goods and services together with any additional sum the Company shall be entitled to charge by virtue of these conditions of sales and services.

#### **2. Incorporation of conditions**

**2.1** Unless otherwise specifically agreed by the Company in writing these conditions comprise the whole of the Agreement between the Company and the Buyer and no prior communication from the Company its servants or agents shall be of contractual effect or relied upon as a representation condition or warranty and all the Buyer's conditions of contract are hereby expressly excluded.

**2.2** In the event that the Company agrees in writing to any additional special terms and conditions which conflict with the conditions herein, the special terms and conditions shall prevail.

**2.3** The Agreement shall not be varied in any way without the prior written agreement of the Company and the Buyer.

**2.4** If any provision of the Agreement shall be found to be invalid or unenforceable by any Court of competent jurisdiction, the same shall be deleted but the remainder of the condition containing the offending provision and all other provisions of the agreement shall continue in full force and effect.

**2.5** The placing of an order by the Buyer shall be deemed to be an acceptance of these conditions of sales and services. Subject to paragraph 2.2 hereof any offer or counter-offer from the Buyer purporting to be on different terms shall be of no effect and the conditions contained herein shall prevail.

### **3. Quotations and prices**

**3.1** All quotations and tenders and all other communications given sent or made by the Company are not offers and may be withdrawn or revised by the Company at any time prior to the Company's acceptance of the Buyer's order. No order placed by the Buyer shall be binding to the Company unless and until it has been accepted by the Company.

**3.2** All prices quoted are exclusive of packing and delivery costs unless otherwise stated.

**3.3** All goods and services are subject to the standard rate of VAT applicable at the time.

**3.4** The Company reserves the right to adjust the price by such amount as may be necessary to cover any increase since the date of the quotation or order in the costs to the Company of supplying the goods or providing the services.

### **4. Payment**

**4.1** Unless otherwise specified by the Company in writing payment for the goods and/or services shall be made 30 days from end of invoiced month or such earlier date as may be determined in accordance with paragraph 5 hereof.

**4.2** Upon payment becoming due the Company shall be entitled at its own election either to recover goods pursuant to clause 5 hereof or alternatively to issue Court proceedings or enforce in any other lawful way for the price of the goods and/or services VAT and any chargeable extras notwithstanding the fact that pursuant to clause 5 hereof the property in the goods has not passed to the Buyer.

**4.3** Payment shall not be withheld or deferred on account of any claim counterclaim or set off.

**4.4** Interest will be charged by the Company at the rate of 4% over HSBC base rate for the time being on any sums overdue.

**4.5** If any payment from the Buyer to the Company under this Agreement or any other Agreement between the parties is overdue, or if the Buyer commits any other breach of this or any other contract between the parties, the Company shall be entitled to terminate this Agreement forthwith. In the event of such termination the Buyer shall be liable for all expenses, loss or damage suffered by the Company as a result of the termination of the contract.

**4.6** Upon the happening of any of the following events the Agreement shall automatically terminate and payment in full shall become due. The events are:

**4.6.1** The serving of any notice to the Buyer that a Receiver or Manager is to be or has been appointed over the assets or affairs of the Buyer, or the appointment of any such Receiver or Manager whichever is the earlier;

**4.6.2** The service of any notice to the Buyer that a petition to wind up the Buyer will be or has been presented or the making of, or receipt of notice proposing, a resolution to wind up the Buyer (save for the purposes of reconstruction or amalgamation);

**4.6.3** Any decision by the Buyer that it intends to make an arrangement with creditors;

**4.6.4** Any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914;

**4.6.5** The happening of any other event act or proceeding in which it is declared that the Buyer is insolvent.



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## **5. Title**

**5.1** Full title to any goods supplied by the Company to the Buyer shall remain with the Company until the Buyer has made payment in full for the goods received by the Buyer.

**5.2** The Company shall be entitled upon default in payment to repossess any goods and for such purposes to enter any premises owned or occupied by or on behalf of the Buyer then the Buyer shall do all in its power to enable the Company to do so.

## **6. Delivery**

**6.1** The Company accepts no liability for failure by the Company to meet specified delivery date or any specified service date or to complete the provision of services of goods by a certain date or time.

**6.2** If the Company is prevented hindered or delayed in making delivery of any goods or performing any services by reason of delay or default on the part of the Buyer or if the Buyer refuses to take delivery of goods or to permit performance of services or cancels determines or rescinds the contract or purports to do so then the Company shall not be liable for any loss or damage whatsoever arising out of any such circumstances and the Company may on giving notice to the Buyer treat the contract as completed in its then partial state of completion in which case the Company will be entitled to invoice the Buyer for all finished and unfinished goods and for services in their entirety.

**6.3** The Buyer must notify the Company within 24 hours of delivery of the goods of any damage shortage or breakage.

**6.4** Delivery of the goods shall be deemed to take place:

**6.4.1** When the goods are collected by the Buyer or its agents from the works or warehouse of the Company;

**6.4.2** When the goods are transported by the Company or its agents, when the goods are physically delivered to the Buyer's place of business or such other place as the Buyer reasonably nominates;

**6.4.3** If the goods are transported by the Buyer's carrier or by an independent carrier, when the goods are physically delivered to such carrier;

**6.4.4** Delivery of any services supplied by the Company to the Buyer shall be deemed complete after the service report has been signed as complete by the Buyer or the Buyer's servant or agent. The Buyer's signature or the signature of the Buyer's servant or agent on the relevant service report is the Buyer's acceptance that the services supplied are as requested and that the services supplied have been carried out to the Buyer's satisfaction. If the Buyer refuses to sign the Company's service report the reason for non-signature must be received in writing within 3 days of the date of the service visit.

## **7. Risk**

**7.1** Risk in the goods shall pass to the Buyer on delivery.

**7.2** The Buyer shall be responsible for the provision of all oils for machine tools services.

**7.3** The Buyer shall be responsible for the safe disposal of all used oils in line with current legislation.



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## 8. Warranties

**8.1** The conditions referred to in this clause are that:

**8.1.1** All goods shall have been used in a proper workmanlike manner for the purpose for which they were intended and not beyond the recommended capacity of the goods and that routine maintenance and standard operating procedures as recommended by the machine tool builder have been strictly adhered to;

**8.1.2** Any claim for faulty goods and/or services shall have been notified in writing to be received by the Company within 5 days of discovery thereof.

**8.2** Subject to clause 8.1 above and for the periods and in respect of the goods and/or services specified below in paragraph 8.3 the Company warrants that if goods and/or services provided by the Company prove to be defective the Company shall at its election repair or replace all such goods or re-execute any services which the Company shall find on inspection to have been faulty free of charge. Faulty goods must be returned to the Company for examination and agreement of fault prior to credits or replacement parts being issued within the period stated in 8.1.2

**8.3** The warranty in 8.2 shall apply for the period of six months from the date of delivery or supply in respect to:

**8.3.1** Goods or services supplied when new genuine goods are supplied;

**8.3.2** Goods only when used repaired or non-genuine goods are supplied.

## 9. Limit of liability

**9.1** Except to the extent provided in clause 8 the Company shall not be liable for any consequential loss or damage including (but without limitation) any business interruption or loss of profits.

**9.2** Any liability to which the Company might otherwise become subject shall be limited to the price paid by the Buyer for such goods and/or services as give rise to the claim. METALTECH PRECISION LTD

## 10. Force Majeure

The Company shall be under no liability to the Buyer in the event that the Company's performance of the contract is affected wholly or partially by any restriction imposed by a government or other competent authority, strikes, lock outs, a failure in the Company's anticipated supplies or by any other cause whatsoever which is beyond the Company's reasonable control.

## 11. Notice and Jurisdiction

**11.1** A notice under this contract shall be given in writing and shall be sent first class post to the trading address of the intended recipient or shall be sent by facsimile confirmed by 1st class post. Notice sent by post shall be deemed to be given two business days after despatch and in the case of facsimiles on the date of transmission.

**11.2** All contracts are deemed to be made in England and shall be governed by and construed in all respects in accordance with English Law and the Buyer shall submit to the non-exclusive jurisdiction of the English courts.