

# Sprut Technology (UK) Ltd.

## CONDITIONS OF SALE

### 1. CONDITIONS

We accept orders only in accordance with the following terms. Any form of acceptance by us shall be subject to these terms and conditions only.

### 2. QUOTATIONS

Quotations will be prepared from the information in our possession. When further information is given after the date of our quotation, we reserve the right to re-estimate our price and delivery.

Quotations unless previously withdrawn shall be valid for a period not exceeding 21 days. No orders shall be deemed accepted unless the seller's written acknowledgement and acceptance thereof has been dispatched.

### 3. PRICES

Prices quoted reflect conditions and costs prevailing at the time when our estimating department prepared the quotation and are subject to revision at the time of placing an order should these conditions have altered.

Prices are EX WORKS unless otherwise specified.

Prices quoted do not include VAT, which will be added at the time of invoicing. We reserve the right to revise our price in the event of increases in the cost of materials and labour during the progress of the work.

### 4. TERMS OF PAYMENT

Full payment with first order. Subsequent order payments should be received by us within 30 days Nett of the written or verbal order date. Unless otherwise stated on the quotation or alternative terms have been agreed with the seller. Late payments are liable to additional interest charges and all subsequent orders placed will be payment in full with order.

All orders, invoices and subsequent payments are subject to UK law.

### 5. DELIVERY

Deliveries quoted reflect conditions and costs prevailing at the time when our estimating department prepared the quotation and are subject to revision at the time of placing an order should these conditions have altered.

Delivery dates are not guaranteed.

We accept no responsibility for damage or consequent loss arising from delay in delivery.

### 6. COST OF DEBT RECOVERY.

The customer accepts that the seller will pass on to the customer all reasonable costs incurred in the recovery of any outstanding monies owed by that customer to the seller.

### 7. GENERAL LIABILITY

We undertake to provide the goods and/or services in conformity with the drawings, electronic data, or other instructions and specifications submitted by the customer or prepared by us for the customer and approved by him. Work resulting from alterations in design or specification will be subject to an additional charge. We accept no responsibility for damage or consequential loss arising from mishandling or misuse of the goods or services. Our liability for loss, damage or injury arising out of defect or failure of the goods or services is limited to correction of those goods and services by our own personnel, providing that the defect arises from faulty materials or workmanship solely attributable to us. It is up to the customer to ascertain that the goods and services supplied are suitable for his needs before using those goods or services.

When the goods or services supplied are in the form of CNC (Computer Numerical Control) data, the customer accepts these goods as 'untested' and must undertake full testing of these goods or services prior to using them.

Such defects found in the goods or services supplied must be notified to us in writing within fourteen days of the delivery of the goods or services to which the complaint relates after which period our liability will cease.

Recommendations made by us concerning use or application of the goods or services supplied are believed to be reliable but we make no warranty of the results.

Customers property will be held entirely at the customers risk. When materials are supplied by the customer, expense arising from the defect or unsuitability will be charged.

The seller shall not be liable for any sampling, testing measuring or inspection charges that the customer or his agent may incur.

The seller will endeavour to store for a period of six months after the completion of any work or project all relevant electronic information generated as part of the process of supplying goods or services to a customer, at any time after that it may be destroyed at the discretion of the seller. No liability for the loss of the information stored. whether the loss be caused by accident or error will be accepted. Copies of the information generated during the production of the goods or services may be supplied to the customer at the discretion of the seller. Such copies will be charged for.

The seller reserves the right not to disclose techniques, know how, and processes used during the production of goods and services.

Provided that the work has been paid for in full, the customers can request that all the information regarding the customers work or project to be deleted and no technical records kept of that work by the supplier. The customer will be required to give a written indemnity to the seller releasing him from further responsibility for that work. Any such actions requested by the customer shall be charged for.

#### 8. CANCELLATION OR SUSPENSION

Orders accepted by us can be cancelled or suspended only with our written consent and the customer will be liable for all expenditure incurred and on terms which indemnify us against all loss, including loss of contribution for under used capacity.

#### 9. TRANSFER OF ORDERS

Our liability is restricted solely to the customer from whom we accept an order.

#### 10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### 11. ARBITRATION

At the written request of either party, dispute or difference arising from the contract shall be referred to an arbitrator mutually agreed by both parties.

#### 12. TRANSFER OF TITLE IN GOODS

The property in the goods shall not pass to the buyer but shall remain vested in the seller either:

(a) Until all sums owing to the seller on whatsoever grounds shall have been paid (and until such time the buyer shall hold the goods as bailee for the seller and shall not alter the goods but shall retain the goods in such a manner that the same can be recognised as the property of the seller);

or

(b) Until at the option of the seller the seller by notice in writing sent to the buyer at his last known address shall pass the property in the goods to the buyer.

13. LAW

These terms and all other express conditions of the contract shall be governed in accordance with the laws of England.

Registered office: 11 The Crescent, Taunton, TA1 4EA. Registered in England No. 4626724