

STANDARD TERMS AND CONDITIONS

1. Quotations & Acceptance

- (a) Quotations are valid for sixty (60) days and represent no obligation until the Company accepts the Client's order. The right is reserved to withdraw any quotation or offer either verbally or in writing and no liability whatsoever shall be incurred by such withdrawal.
- (b) In the event of inconsistency between the Company's and the Client's conditions the Company's shall prevail. No variation of Company's conditions shall be binding upon the Company unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Company.

2. Trading Terms

30% deposit on receipt of order
30% on design approval
30% on acceptance at TQC and prior to delivery.
10% on completion of commissioning or 30 days from delivery whichever is the sooner.

3. Price and Delivery

- (a) Prices do not include VAT.
- (b) Unless otherwise agreed delivery will be ex works.
- (c) Any delivery date or period quoted is an estimate only and commences from the Company's acknowledgement of the Client's order.
- (d) Quoted deliveries are dependent on the availability of agreed quantities of samples, as well as the final production engineering drawings.
- (e) Where sample components will be required for trials at Nottingham they will be made free issue from the Client.

4. Terms of Payment

Deposit invoices are due for payment within 7 days from the date of invoice.
Other invoices are strictly thirty days nett from date of invoice.
All invoices will be subject to VAT which will be applied at the rate ruling at date of invoice.

5. Specification

Any modifications to the specification after order acceptance will be charged to the client at current daily rates.

6. Liability

The company does not accept liability for any damage to persons or property caused as a result of misuse of any equipment supplied, or failure if not maintained in its delivery conditions.

7. Intellectual property

All intellectual property rights of whatever nature in goods, related drawings, specifications and documents at all times remain vested in the seller. No authority is given under the agreement for the buyer to use these without the prior written consent of TQC Ltd.

8. Patents

The Company will assign any patentable items developed or invented as a part of a contract subject to the following conditions:-

- a) The cost of assignment, patent rights or patent protection is entirely the responsibility of the client.
 - i) Should the subject of such an assignment become significant in any third party licensing arrangement made by the client, then an agreed royalty of not less than 5% will be negotiated in accordance with the specific invention content.
 - ii) That any claim within an assigned patent may be further used without penalty by the Company in the course of its business, provided that the field of use lies outside that of the client's field of use.
- b) That the Company be given reasonable credit in any published material concerning the project.
- c) The Client undertakes to indemnify and keep indemnified the Company against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture, sales or application of the goods arising out of or in connection with (i) and (ii) above.

9. Title and Risk

- a) Ownership will pass to the Client only on receipt by the Company of the full invoice price of the goods.
- b) Risk in the goods shall pass in accordance with the delivery and carriage terms stated in the Company's conditions of sale or in the absence of such statement then on leaving the Company's premises.

10. Warranty

A 12 month warranty is applicable from date of delivery. Purchased components warranties that expire prior to the twelve month warranty period will not be covered.

11. Cancellation

Contracts and orders may be cancelled by the Client only with the Company's written agreement. The Company retains the right to charge a cancellation fee to include the work carried out and costs incurred to the date of cancellation.

12. Special Tooling

Any tooling, special fixtures, drawings, patterns, jigs, moulds, and materials invoiced to the client and not removed from our premises within two months of completion or termination of the contract will be deemed to become the property of the Company for disposal at its discretion.

13. Force Majeure

The Company shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under the contract due to any cause outside the reasonable control of the Seller including but not limited to act of God, fire, floods, war and civil disturbance or riots, acts of Government, currency restriction, labour disputes, strikes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver on time.

14. Storage

When delivery is delayed for reasons attributable to the Client or its Agents, storage and other additional costs will be charged to the Client and the goods will be at the Client's risk from the date of commencement of such delay. The Company reserves the right to invoice the goods at the original delivery date which shall be the commencement of the warranty.

15. Legal Construction

The contract shall in all respects be construed and operate as an English contract and in conformity with English law and products shall not be required to comply with the provisions of any other law.