

TScomponents Ltd - Terms & Conditions of Sale

1. Interpretation

In these Conditions:

"Buyer" means the person as described in the quotation or estimate or order.

"Company" means TS Components Ltd, P.O Box 8488, Lutterworth, Leics. LE17 9AY. UK

"Conditions" means the standard terms of conditions of sale set out in this document and unless the context otherwise requires includes any special terms and conditions agreed in writing between the Company and the Buyer.

"Contract" means the contract for the sale and purchase of the goods and the supply and acquisition of the services.

2. Formation Of Contract

- a. Any quotation or estimate given by the Company is an invitation to the Buyer to make an offer and no order of the Buyer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company and confirmed in writing.
- b. Any contract howsoever made between the Company and the Buyer shall incorporate and be subject to these Conditions and receipt of goods by the Buyer shall be deemed to be conclusive proof that the Buyer has accepted these Conditions in the absence of any expressed or other implied acceptance of the Conditions by the Buyer.
- c. Without prejudice to the generality of the foregoing all other Terms and Conditions (except those implied in favour of a Seller which are not consistent with these Conditions) are expressly excluded.

3. Basis of Sale

- a. The Company's employees, agents or consultants are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely and waives any claim for breach of any such representations which are not so confirmed.
- b. Any advice or recommendation given by the Company or its employees, agents or consultants to the Buyer or its employees or agents as to the storage application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- c. Any typographical clerical error or omission in any sales literature, quotation, price list acceptance of offer invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- d. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Buyer.

4. Orders and Specifications

- a. The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer and for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms. The quantity, quality and description of and any specifications for the goods shall be those set out in the Buyer's order (if accepted by the Company).
- b. The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements which do not materially affect their quality or performance.
- c. No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing to the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit) costs, (including the costs of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation.

5. Delivery

- a. Delivery of the goods shall be made after the Company has notified the Buyer that the goods, as shown on the purchase Order are available for collection or if some other place for delivery is agreed by the Company delivering the goods at that place.
- b. **Any dates quoted for delivery of the goods are approximate only** and the Company shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- c. Where the goods are to be delivered in installments such delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the installments in accordance with these conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- d. If the Company fails to deliver the goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault the Company's liability to the Buyer, if any shall be limited to the excess (if any) over the Contract price of the goods of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered. Liability to the Buyer for failure to deliver shall only arise under the provisions of this clause or at all provided the Buyer gives 14 days written notice to the Company of the Buyer's intention to proceed in accordance with the provisions of this clause and it is further stipulated that the Buyer will not so proceed the Company delivers the said goods within the said 14 day period.
- e. If the Buyer fails to take delivery of the goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason for any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then without prejudice to any other remedy available to the Company the Company may:
 - i. store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or
 - ii. sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6. Missing Goods

If the goods are not received within 7 working days of the date of the corresponding invoice the Buyer shall notify the Company orally within 3 working days and confirm such notification in writing within 14 days. If no such notification is given within the time limit prescribed the goods shall be deemed to have been delivered in accordance with the Contract.

7. Risk And Property

- a. Risk of damage, loss of the goods or incorrect storage in the case of moisture sensitive parts shall pass to the Buyer; in the case of goods to be delivered at the Company's premises at the time when the Company notifies the Buyer that the goods are available;
Or
In the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods at the time when the Company has tendered delivery of the goods
- b. Notwithstanding delivery and the passing of risk in the goods, or any other provisions of these Conditions property in the goods delivered where delivery has taken place otherwise than as specified in Paragraph (a) of the Condition shall remain vested in the Company (notwithstanding the delivery of the goods and the passing of the risk in them to the Buyer) until
 - i. the price of the goods: and
 - ii. all other money due from the Buyer to the Company in respect of any goods delivered or to be delivered has been paid in full.
- c. If payment for any outstanding goods whether delivered or not is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or re-sell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose.
- d. Such payments shall become due immediately upon the commencement of any act or proceedings in which the Buyer's solvency is involved.
- e. Until the Company is paid in full for all the goods the relationship of the Buyer to the Company shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the Buyer the Company shall have the right to trace the proceeds thereof according to the principles in re Hallett's Estate (1880) 13ChD696 (1874 to 80) All England Reports page 793. A like right for the Company shall apply where the Buyer uses the product in any way so as to be entitled to payment from a third party.
- f. If the Company so requires the Buyer shall store the goods correctly for the Company without charge to the Company separately from any goods which are the property of the Buyer or any third party and shall ensure that they are clearly marked and identified as belonging to the Company. The Company shall be entitled to examine the goods in storage at the Buyer's premises or any other location where they are situated at any time during normal business hours upon giving the Buyer reasonable notice of the Company's intention to do so.
- g. Nothing in this Clause shall entitle the Buyer to return the goods unless requested so to do by the Company.
- h. The rights and remedies conferred upon the Company by this Clause are in addition to and shall not in any way prejudice limit or restrict any other rights or remedies of the Company under this or any other Contract. No failure or forbearance on the part of the

Company to enforce strict compliance by the Buyer with the provisions of this Clause shall constitute a waiver of any such provisions and the Company shall at all times be entitled to require the Buyer to comply strictly with such provisions and to make good any failure on its part to do so. Any termination of this or any other Contract whether by act of the parties thereto or by operation of law shall not prejudice limit or extinguish the Company's rights under this clause.

- i. Title to and property in goods supplied by the Company and delivered in Scotland or delivered elsewhere than Scotland to a carrier for transport to Scotland shall remain vested in the Company (notwithstanding the delivery of the goods and the passing of the risk in them to the Buyer) until the price of the goods has been paid or satisfied in full.
- j. For the purpose of these Conditions and in the absence of evidence to the contrary goods supplied at any time by the Company to the Buyer shall be deemed to have been re-sold used or processed in the order in which they were supplied.

8. Liability For Defects

- a. The Company does not give any warranty that the goods are free from defects which arise out of any of the following:
 - i. the design of the goods by the Company in compliance with specifications laid down by the Buyer.
 - ii. The use of materials in the manufacture of the goods by the Company in compliance with specifications laid down by the Buyer: or
 - iii. Any other matter in relation to the goods in respect of which the Buyer has laid down specifications or instructions with which the Company has complied in their manufacture and/or supply:
- b. "Defect" shall have the meaning set out in the Consumer Protection Act 1987 (hereinafter called "the Act")
 - i. Subject to the Clause 1 above and sub-clauses (b) (c) and (d) below the Company warrants that the goods shall at the time of delivery be free from defects in design workmanship and materials.
 - ii. In relation to any goods returned to the Buyer due to a defect arising out of any of the matters referred to in Clause 1 above the Buyer agrees to be responsible for any costs charges and expenses arising in connection with the replacement of the goods or remedy of such defect and the Company shall in no circumstances be under any obligation to refund to the Buyer the price payable by the Buyer for any such goods:
 - iii. The Company shall be under no Liability in respect of any defects arising from fair wear and tear wilful damage and negligence abnormal working conditions failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the goods without the Company's approval
 - iv. The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by full by the due date for payment.
- c. The Buyer hereby agrees to indemnify the Company in respect of any loss damage costs charges expenses or other Liability arising out of any claims including any claims under Part I of the Act as a result of any defect in the goods whether arising out of any of the matters referred to in Clause 1 above or otherwise.

- d. The Buyer hereby agrees to indemnify the Company in respect of any loss damage costs charges expenses or other liability arising out of any claims including any claims under Part II of the Act which arises as a result of the Buyers failure to do all acts possible to comply with the general safety requirement in respect of the goods.

9. Force Majeure

The Company shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the goods by the Company being directly or indirectly prevented hindered or delayed by reason of any circumstances outside the control of the Company and affecting the provision of all or any part of the goods by the Company's usual source of supply or the delivery of the goods by the Company's normal route or means of delivery or either circumstances whatsoever including (without limitation) any act of god war riot strike lock out trade dispute or labour disturbance accident breakdown of plant or machinery failure or shortage of power supplies fire flood drought explosion difficulty in obtaining workmen materials or transport refusal of any licence or permit or any other sanction or request of any Government or governmental authority. In the event of such circumstances the Company shall have the option (exercisable by notice to the Buyer) to terminate the Contract (whereupon the Company shall be relieved of all liability under the Contract) to extend the time for delivery or other performance by a period equal in that during which such circumstances subsist or to reduce the quantity of the goods to be supplied hereunder in all cases without incurring any liability for any loss or damage suffered by the Buyers as a result.

10. Tools

If in pursuance of the Contract to which these Conditions relate the Buyer supplied the company with tools for the manufacture of items for sale by the Company to the Buyer the following shall apply:

- a. The Company reserves the right to destroy or return to the Buyer any tools which have not been used for a period of two years on giving the Buyer three months notice in writing.
- b. The Company undertakes to keep the tools in repair for a reasonable period and not to use them for any other Buyer without the Buyers written consent.
- c. The Company reserves the right to charge for major repairs or refurbishment to the tools.

11. Price Of The Goods

- a. The price of the goods shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list (if any) current at the date of acceptance of the order. Where the goods are supplied for export from the United Kingdom the Company's quoted price or the Company's published export price list shall apply. All prices quoted are valid for 28 days only or until prior acceptance by the Buyer after which time they may be altered by the Company without giving notice to the Buyer.
- b. The Company reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as

without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the cost of labour materials or other costs of manufacture) any change in delivery dates quantities or specifications for the goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

- c. Except as otherwise stated under the terms of any quotation or in any price list of the Company and unless otherwise agreed in writing between the Buyer and the Company all prices are given by the Company on an ex works basis and where the Company agreed to deliver the goods otherwise than at the Company's premises the Buyer shall be liable to pay the Company's charges for transport packaging and insurance.
- d. The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Company.
- e. The Buyer shall be responsible for the return of pallets and returnable containers to the Company on or before the due payment date in respect of delivered goods to which the said pallets and containers relate. In the event of the Buyer failing to comply with this obligation the Company shall be entitled to charge the Buyer for the cost of replacing the said pallets and containers.

12. Terms of Payment

- a. Subject to no special terms agreed in writing(b) between the Buyer and the Company the Company shall be entitled to invoice the Buyer for the price of the goods on or at any time before delivery of the goods unless the goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the goods in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the goods are ready for delivery or (as the case may be) the Company has tendered delivery of the goods.
- b. The Buyer shall pay the price of the goods within the month following the month of the date of the Company's invoice notwithstanding that delivery may not have taken place and the property and the goods has not passed to the Buyer. The time of payment of the price shall be essence of the Contract. Receipts for payment will be issued only upon request.
- c. If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:
 - i. cancel the Contract or suspend any further deliveries to the Buyer;
 - ii. appropriate any payments made by the Buyer to such of the goods (or the goods supplied under any other Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer) and;
 - iii. charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of three per cent per annum above Lloyds Bank base rate from time to time until payment in full is made (a part month being treated as a full month for the purpose of calculating interest).

13. Colour and Dimensions

- a. Colour and markings shall be subject to reasonable variation.
- b. Any dimensions stipulated by the Buyer shall be observed as nearly as possible but the goods shall be deemed to comply with the Contract notwithstanding any alterations in or deviation from such dimensions which do not adversely alter the

goods to a material extent having regard to any use notified to the Company for which the goods are intended.

14. Intellectual Property

- a. The Buyer warrants that any instructions or designs furnished or given by the Buyer to the Company in connection herewith shall not be such as will cause the Company in performing the Contract to infringe any patent copyright or other intellectual property right and the Buyer shall indemnify the Company in respect of any loss or damage whatsoever arising from any infringement or claim of any person against the Company in respect of the manufacture of the goods in compliance with such instructions or designs the sale importation or use of the goods into any country other than their country of manufacture of the application by the Buyer to the goods of any false or misleading trade description.
- b. When the Company produces tools to the specification of the Buyer or to designs made using models drawings ideas or designs supplied by the Buyer then the Company is hereby licensed by the Buyer to make use of any intellectual property comprised within or represented by the said models drawings or designs (including patent rights and copy right) to make the tools and to supply the goods. If the Company has a lien over the tools under these conditions then the Company's licence shall be a paid up and irrevocable one which shall inter alia permit the Company to make and sell mouldings from the tools and to sell the tools together with a right to use and to sell mouldings.

15. Severance And Waiver

- a. If at any time one or more of these Conditions (or any paragraph sub-paragraph or any part thereof) be held to be or becomes unenforceable for any reason under any applicable law the same shall be deemed omitted herefrom and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.
- b. The rights and remedies of the Company shall not be diminished waived or extinguished by the granting of any indulgence forbearance or extension of time by the Company nor by any failure or delay by the Company in asserting or exercising any such rights or remedies.

16. Lien

Without prejudice to any other rights and remedies which the Company shall in respect of all debts of the Buyer to the Company have a general lien on all tools goods and other property belonging to the Buyer in the Company's possession (whether worked on or not). The Company shall be entitled upon the expiration of fourteen day's notice to the Buyer to dispose of such tools goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

17. Jurisdiction

These Conditions and each and every Contract made pursuant to these Conditions shall be governed and construed and interpreted in all respects in accordance with English law and the

Company and the Buyer irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute arising from a Contract to which these Conditions relate.

18. General

- a. The Company reserves the right to employ a sub-contractor in fulfilment of any part of the work being performed by the Company for fulfilment of the contract to which these conditions relate.
- b. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party as its registered office or principal place of business or such other address as may at the time have been notified pursuant to this provision to the party giving the notice.