

# Printed Wiring Technologies Ltd

## Terms of Business (2006 Revision)

### 1 Interpretation

1.1 In these Conditions

"Buyer" means the person who accepts a quotation from the Seller for the sale of the Goods or whose order for the same is accepted by the Seller whether or not such person is acting in a personal capacity or on behalf of a company or other body corporate.

"Goods" means the printed circuit boards or other goods (including any instalment of the goods or any parts for them) which the Seller agrees to supply.

"Seller" means Printed Wiring Technologies Limited of 7 and 8 Alders Court Watchmead Welwyn Garden City Hertfordshire AL7 1LT

"Conditions" means the standard terms and conditions of trading set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

"Contract" means this Contract for the purchase and sale of the Goods

1.2 Reference to any provision of a statute includes a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation of this Contract.

### 2 Basis of sale

2.1 These terms and conditions apply to all contracts for the sale of Goods by the Seller to the Buyer to the entire exclusion of any other terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 No variation of these Conditions shall be valid unless confirmed in writing by an authorised representative of the Seller.

### 3 Orders and specifications

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable designs, drawings, electronic data, photographs or specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform this Contract in accordance with its terms.

3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's order acknowledgement form.

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with the Seller's processes or any applicable safety or other statutory requirements which do not materially affect their quality or performance.

3.5 An order is not cancellable once an order acknowledgement is issued by the Seller.

### 4 Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of delivery of the Goods. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller 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 costs to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs 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 Seller adequate information or instructions.

4.3 The Buyer shall be liable to pay the Seller's charges for transport where the Goods are required to be delivered outside the United Kingdom or other than on a Monday to Friday basis.

4.4 The price is exclusive of any applicable VAT.

### 5 Terms of payment

5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods:

(a) on or at any time after delivery of the Goods; or

(b) where the Goods are to be collected by the Buyer at any time after the Seller has notified the Buyer that the Goods are ready for collection; or

(c) where the Buyer wrongfully fails to take delivery of the Goods at any time after the Seller has notified the Buyer that the Goods are ready for delivery.

5.2 Payment of the price of the Goods and VAT shall be due within 30 days of the Seller's invoice (time being of the essence) notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller may:

5.3.1 cancel this Contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract with the Buyer) as the Seller may think fit; and

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above National Westminster Bank base rate from time to time, until payment in full is made.

### 6 Delivery

6.1 Delivery of the Goods (or any of them) shall be made by the Seller's driver or an independent carrier to the Buyer's place of business or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2 In the case of Goods to be collected by the Buyer delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

6.3 Any dates quoted for delivery of the Goods are approximate only and shall not be of the essence.

6.4 The Seller may deliver the Goods in separate instalments. Each separate instalment delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat this Contract as a whole as repudiated.

### 7 Risk and property

7.1 Risk of the Goods shall pass:

7.1.1 in the case of Goods to be collected by the Buyer, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered to the Buyer's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and VAT and all other sums due from the Buyer.

7.3 Until property in the Goods passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

7.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties.

7.5 If the Buyer re-sells any Goods supplied by the Seller, the proceeds of any such re-sale equivalent to all sums owing (the Proceeds) shall belong to the Seller until payment has been received in full. The Buyer will hold the Proceeds in a fiduciary capacity and keep them in a separate account, to be remitted forthwith to the Seller.

7.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

### 7.7 Detaching the Goods

In the event that the Goods become attached to any item belonging to the Buyer ("the Buyer's Product"), and the Goods remain in the opinion of the Seller's employees and/or agents readily detachable from the Buyer's Product without causing damage to the Buyer's Product, the Buyer hereby grants an irrevocable right to the Seller's employees and agents to separate and remove the Goods from the Buyer's Product.

### 7.8 Termination of Buyer's Rights

The Buyer's right to possession shall cease forthwith in the following events:

a) the Buyer has not paid all amounts due to the Seller on any account whatsoever;

(b) the Buyer is declared bankrupt or makes or attempts to make any proposal to his creditors for composition or other voluntary arrangement with its creditors or does or fails to do anything which would entitle a petition for winding up or a bankruptcy order to be made or the Buyer does or fails to do anything which would entitle any person to appoint a receiver to the whole or part of the Buyer's assets or would entitle any person to present a petition for the administration of the Buyer or a resolution is passed for the winding up of the Buyer (d) a judgment against the Buyer remains unsatisfied; (e) the Buyer is unable to pay a debt to a third party as it falls due and/or is or is deemed to be insolvent (f) any distress or execution is levied against any of the Buyer's assets.

### 7.9 Insuring the Goods

The Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft, and other risk usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same time to time remaining outstanding. The policy shall bear an endorsement recording the Seller's interest.

### 7.10 Mitigation

All mitigation/recovery activities by the Seller under the contract between the parties are agreed to be entirely without prejudice to any additional claims it may have against the Buyer for any failure by the Buyer to complete its obligations under the Contract.

### 7.11 Deduction, Set-off or Counterclaim

In the event of any of the occurrences referred to in the sub-clause above entitled "Termination of Buyer's Rights" arising, all sums due from the Buyer to the Seller shall become immediately due and payable without deduction, set-off or counterclaim.

### 8 Liability

8.1 The Seller shall be under no liability whatsoever:

8.1.1 in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.1.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.1.3 if the total price for the Goods has not been paid by the due date for payment;

8.1.4 in respect of parts, materials or equipment not manufactured by the Seller.

8.2 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 Any claim by the Buyer which is based on any defect in the quantity quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 3 days after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with this Contract.

8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quantity quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.5 Except as provided in clause 8.4 and except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty by statute or at common law, or under the express terms of this Contract, for any loss arising directly and naturally in the ordinary course of events (including without limitation loss of profits) nor for any consequential loss or damage (including without limitation loss of profit), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply, failure to supply or delay in supply of the Goods or in connection with the use or resale by the Buyer, except as expressly provided in these Conditions.

8.6 The Seller shall not be liable to the Buyer for any failure or delay in performance of this Agreement due to any cause beyond the Seller's reasonable control.

### 9 Insolvency of Buyer

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel this Contract or suspend any further deliveries under this Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 10 Entire Agreement

This agreement contains the whole agreement between the parties in respect of the sale of Goods and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in this agreement.

### 10 General

10.1 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 at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.2 No waiver by the Seller of any breach of this Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators or the Arbitration Court of the London Court of International Arbitration in accordance with the rules of that body.

10.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

10.6 This Contract shall be governed by the Laws of England and Wales