



TERMS AND CONDITIONS OF SALE

Specialist Technologies Limited



All orders accepted by Specialist Technologies Limited (STL the Vendor)) are subject to the following express Terms and Conditions which shall be substituted for any other Conditions which may appear on any Order form or Correspondence unless expressly agreed to in writing by STL. Each order or acceptance of a quotation for Goods by the customer from STL shall be deemed to be an offer by the customer to buy the goods subject to these Terms.

- 1. GENERAL CONDITIONS:** STL will not be held responsible for any delay or cancellation of any contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including but not limited to Acts of God, labour Disputes, War, Accidents, Flood, Dearth of Raw Materials, New Duties or Laws including Export Licence Regulations imposed by Government. All quotations are given and orders accepted subject to this "Force Majeure" clause.
- 2. QUOTATIONS:** Quoted prices and dispatch times are valid for 30 days from date of quotation unless otherwise agreed in writing.
- 3. ACCEPTANCE:** No orders shall be deemed accepted by us other than upon a receipt of our official Acknowledgement.
- 4. PRICE:** The price acknowledged on acceptance of an order is based upon the cost of materials, labour, transport and statutory obligations ruling at the date of acknowledgement and reasonable endeavours will be made to execute the work at the price acknowledged. However, if between that date and completion of the work, variations, either by rise or fall, shall occur in these costs, then the price shall be amended to provide for these variations, unless otherwise agreed by STL in writing, the price for the goods shall be the price set out in STL's price list published on the date of delivery or deemed delivery of the goods. The time for payment shall be of the essence. All prices quoted and acknowledged are net of UK VAT. Where prices are quoted in one currency but goods are sourced in a different currency. STL reserve the right to amend the prices quoted should the exchange rate deviate by more than $\pm 3\%$ between acceptance of order and delivery of goods.
- 5. DISPATCH:** Reasonable endeavours will be made to execute the work in the time stated, but no liability is accepted in regard thereof. All dates quoted or acknowledged are estimated dates for dispatch from works. STL reserve the right to part ship orders unless specific instructions are given by the customer in writing.
- 6. CARRIAGE & PACKING:** Carriage and Packing is charged extra at cost at time of dispatch. Carriage will only be arranged at the written request of the customer otherwise all goods are deemed to be ex-works packed.
- 7. QUANTITIES:** Reasonable endeavours will be made to dispatch correct quantities ordered. Owing to difficulty in the measuring of exact quantities of some products STL reserve the right to deliver 10% more or less in completion of any order where this difficulty exists, the same to be charged or deducted pro-rata.
- 8. SHORTAGES:** Any shortages must be reported to STL in writing within five (5) working days from receipt of goods.
- 9. DIMENSIONAL TOLERANCE:** In the absence of our written agreement to the contrary STL do not undertake to check the size and tolerances of items supplied.
- 10. MATERIALS AND MATERIAL FINISHES:** STL only procure from approved sources and order to National Standards where applicable. All materials and material finishes are checked against available specifications and certificates of conformity. This is the extent of STL's inspection and no warranty is given or implied as to the suitability of materials and material finishes used by the manufacturer or their intended use.
- 11. SPECIAL DISPATCHES/AIRCRAFT ON GROUND (AOG):** Should dispatch be required urgently outside normal manufacturing times, reasonable endeavours will be made to secure such items within the specified time limit. The customer in such cases must make reasonable allowance and extra charge will be made for such items for special dispatch. All additional costs including out of hours working extra or special transport costs incurred will be charged to cover the enhanced costs.
- 12. SUSPENDED OR SPREAD OVER ORDERS:** In the absence of our written agreement to the contrary, goods will be dispatched and invoiced when delivery from the manufacturer/supplier is completed. Unless otherwise agreed by STL in writing payment of the price for the goods is due by the end of the month following the date of the invoice or deemed delivery of the goods. In the event of the customer requesting dispatch of goods to be postponed or extended over a long period, STL retain the right to purchase total quantities and amend the price to reflect the revised conditions. Dispatch may not be postponed or extended, unless by contract, for more than one year from the date of the order.



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- 13. CANCELLATION:** In the event of cancellation of whole or part of an order, the Customer shall pay for all goods received by STL. In the event of a cancellation charge being levied by the Supplier to STL this shall be passed onto the customer in full plus administration charges.
- 14. PAYMENT TERMS:** Strictly Net, if credit facilities have been agreed, payment is due by the end of the month following the date of the invoice, unless otherwise agreed in writing. Delivery of further orders may be suspended if payment is delayed and credit facilities may be withdrawn. Additionally a charge on overdue accounts may be made, at a rate of 2% over base rate as applied by the Lloyds TSB Bank per month (compound) of the total balance outstanding at the start of any month. Payment by bank transfer must be for the full invoiced value and deduction of any bank charges will not be accepted.
- 15. TITLE OF GOODS:** The goods shall be at the risk of the customer from the time of delivery although title in the goods shall not pass to the customer until full payment has been received in respect of the goods. Until such time as full payment is received the customer shall hold the goods on a fiduciary basis as the bailee of STL and shall maintain the goods in satisfactory condition and will have a fiduciary duty to account for any monies received or debt created on the further sale of the goods supplied. The customer's right to possession of the goods shall terminate immediately if (i) the customer should be wound up, (ii) a receiver is appointed over the whole or part of the customer's undertaking, (iii) an execution of distress is levied against the customer, (iv) the customer has an administrator appointed or makes any arrangements or compositions with his creditors or (v) any other proceedings are commenced relating to the insolvency or possible insolvency of the customer. The customer grants STL an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the customer's right to possession has terminated, to recover them, whether as a separately identifiable item or as part of another product sold or disposed of by the original purchaser of the goods. STL's rights contained in this clause 15 shall remain in full force and effect notwithstanding the termination of the contract howsoever caused.
- 16. DEFECTIVE GOODS:** All products are purchased from approved sources and are subject to batch traceability. Any item(s) found defective will be returned to the supplier for replacement provided STL is notified within 1 month of receipt by the customer and written details of the defect are received before being returned to STL by the Customer. Reasonable endeavours will be made to ensure proper replacements are made. STL will not be responsible for claims beyond replacement of such products.
- 17. WARRANTY:** All information, recommendations and descriptive material about products supplied by STL are based upon manufacturer specifications and are believed to be reliable but do not constitute a warranty. All products supplied by STL are sold on the understanding that the purchaser will independently determine their suitability for their purpose. No employee, representative or agent is authorised to give any guarantee or warranty whatsoever. STL shall endeavour to transfer to the customer the benefit of any warranty or guarantee given to STL by the manufacturer. All warranty claims will be passed to the STL supplier if applicable for investigation and resolution.
- 18. LOSS IN TRANSIT:** No responsibility will be taken for loss or damage of goods ordered by customers while in transit. Where STL has been requested to arrange transport full insurance cover will be taken out and the cost passed onto the customer.
- 19. CUSTOMER'S PROPERTY:** Whilst every care will be taken of Customer's property in STL's possession, no liability can be accepted for loss, damage by Fire, Theft or any other means.
- 20. LIMITATION ON LIABILITY:** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract provided always that nothing in these conditions excludes or limits the liability of STL a) for death or personal injury caused by the negligence of STL; or (b) for any matter which it would be illegal for STL to exclude or attempt to exclude its liability; or (c) for fraud or fraudulent misrepresentation. Subject to the above, STL's total liability in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price payable for the goods.
- 21. LEGALITY:** all goods are supplied on the strict understanding that the ultimate destination for them does not contravene the laws of the United Kingdom, United States or the destination country.
- 22. DISPUTES:** Any dispute arising will be subject to resolution under the laws and statutes of England & Wales and resolution will be through the Courts of those countries.



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23. CONFIDENTIALITY: Each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secrets and information of commercial value), which may become known to such party from the other unless such information is public knowledge (other than by breach of this condition) or is required **to be disclosed by a court of competent jurisdiction.**

SUPPLIERS ONLY

RECORDS: it is a requirement that suppliers must retain in any Media form, records regarding lot traceability of all items supplied to STL for at least twenty five years.

DRAWINGS: full drawing control must be in place at the manufacturer/supplier. And that the latest issue is used in all manufacturing processes of the goods supplied to STL, unless otherwise agreed or requested by STL in writing. STL should be notified if the drawing(s) being used is more than twenty years old.

OBSOLESCENCE: any part ordered by STL is assumed to be of current manufacture and specification. If however the item(s) are either obsolete or about to become obsolete STL must be informed in writing. Where an alternative is offered full specifications and test reports must be supplied to STL.

FLOW DOWN: STL reserves the right to flow down any other conditions or requirements placed upon it by its own customer(s) including the right to on-site QA inspections by STL or its customer.