

TERMS AND CONDITIONS OF SALE

1. All agreements ("the Agreement") between Tech Optics Limited of Unit 6 Tannery Road Tonbridge Kent TN9 1RF ("the Seller") and the Customer ("the Customer") for the purchase of the equipment and/or consumables ("the Equipment") shall be made on the terms and conditions herein.
2. The Agreement commences on the date of acceptance of an order from the Customer by the Seller and these terms and conditions may only be varied by written agreement between the Customer and a Director of the Seller. The Agreement shall supersede all previous written or oral agreements or representations.
3. The provisions of the Agreement and all disputes arising out of or in connection therewith shall be construed in accordance with English Law.
4. (a) The Seller shall not be liable for any loss or damage whatsoever arising from any failure to deliver or any delay in delivery of the Equipment to the Customer or any malfunction or defect in or failure of the Equipment and the Seller shall be relieved of its obligations hereunder and shall not be liable to the Customer for any delay injury or loss caused by strikes lock outs labour disputes abnormal weather conditions catastrophes fires riots acts of God legal acts of public authorities delays or faults caused by carriers non-availability of labour or materials force majeure or from any other cause beyond the Seller's control and any date fixed for delivery of the Equipment shall be extended for the period of delay so caused.

(b) Without prejudice to the effectual operation of this or any other clause herein contained the aggregate liability of the Seller to the Customer for any loss or damage of whatsoever nature arising out of any breaches of the Agreement shall be limited to and shall not exceed a sum equal to:-
 - (i) the price of the Equipment if the Agreement is within the description contained in section 26 of the Unfair Contract Terms Act 1977 or
 - (ii) twice the price of the Equipment in any other case
5. Unless otherwise agreed in writing by the Seller payment for the Equipment shall be made in full by the Customer to the Seller without any deduction or withholding on any account whatsoever within thirty days following the date of invoice. If any sum due to the Seller under the Agreement is not paid at the date due for payment the Customer will from time to time pay the Seller on demand interest on the unpaid balance for the period beginning on the due date for payment of the same and ending on the date of actual payment (as well after as before judgement) at the rate of 5% above the base rate of Barclays Bank plc for the time being and from time to time during that period.
6. The Customer acknowledges that all prices given by the Seller are exclusive of Value Added Tax. The Customer agrees to make all payments due under the Agreement together with Value Added Tax at the rate in force on the date when the supply to which the payment relates is treated for the purposes of the law relating to Value Added Tax as being supplied to the Customer thereunder.
7. The Equipment shall be at the risk of the Customer:-
 - (a) At and from the time when the Equipment leaves the Seller's premises or
 - (b) At the time the Equipment is collected from the Seller's premises and is being loaded by the Customer for collection or from the time the Seller notifies the Customer that the Equipment is ready for despatch whichever is the earlier.
8. Unless the order provides otherwise the Customer shall arrange for collection of the Equipment from the Seller's premises.
9. (a) Notwithstanding that the Customer obtains possession of the Equipment legal title to the Equipment will remain vested in the Seller until such time as the Seller has received payment from the Customer of the full purchase price for the Equipment. Until such time as payment is made in full the Seller is irrevocably authorised by the Customer without notice to enter the Customer's premises for the purpose of collecting and removing the Equipment at the Customer's expense.

(b) The Customer shall not deal with the Equipment in any way until such time as payment has been made in full and in the event of any sale or disposition of any of the Equipment by the Customer where the Equipment has not been mixed with or incorporated in or attached to other goods the Customer shall hold the proceeds of the sale or disposition on trust for the Seller.
10. If prior to delivery or collection of the Equipment and prior to payment thereof an encumbrance takes possession or a receiver is appointed of any part of the Customer's assets, or in the case of a company pass a resolution for winding up (other than for the purposes of reconstruction or amalgamation) or suffer a winding up order to be passed against it, or if any distress execution sequestration or other like process is levied or enforced upon the property of the Customer, or if a meeting, whether formal or informal of the Customer's creditors or any of them shall be called, or if the Customer shall become subject to an administration order or in the case of an individual if the Customer shall commit an act of bankruptcy, become insolvent, sequestered or suffers a receiving order to be made against him, or be adjudicated bankrupt, the Seller may elect not to deliver the Equipment, except against payment in cash of the full purchase price of the Equipment at the time of delivery or permit collection of the Equipment provided payment in cash of the full purchase price of the Equipment is made at the time of Collection.
11. (a) The Customer must within 5 working days of receipt of the Equipment notify the Seller of any errors faults omissions of shortages quoting any references and delivery note numbers.

(b) The agreement shall be deemed to be fully performed and completed and the Equipment accepted unless a written claim is received by the Seller in respect of any matter within 5 working days of receipt of the Equipment

(c) If the Customer notifies the Seller within 5 working days as provided in sub-clause (a) of this clause that the Equipment is not of merchantable quality or otherwise defective the Seller (without prejudice to condition 13 herein) shall over a period of not less than 28 days thereafter have an opportunity (without imposing any obligation) at its own cost and at its sole option either replace (or repair if possible) or refund the price of any goods which are found to be defective by reason of not being of satisfactory quality or that fail to meet the specification applied to them at the time of delivery or within a reasonable time thereafter provided that:
 - (c.i) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - (c.ii) the Customer will, if the Seller so requests, return the allegedly defective Goods to the Sellers premises at the Customer's cost and expense; and
 - (c.iii) the Seller shall be under no liability under this warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date.

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- (d) The Seller shall not be liable, whether in contract, tort (including negligence) or otherwise for any amount exceeding the amount paid by the Customer under the Agreement in relation to which the liability arose.
- (e) The Seller shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect or consequential loss or damage, or loss of profits, sales, business, expenses, anticipated savings, third party claims, goodwill or data, or any other such loss.
- (f) No person who is not a party to the Agreement shall have any rights against the Seller by virtue of the Contracts (Rights of Third Parties) Act 1999.
12. At the date on which the Customer orders the Equipment the Customer shall be deemed to be satisfied that the Equipment is reasonably fit for the purposes for which it is to be used by the Customer and that the Customer has done so relying upon his own skills and judgement.
 13. It is agreed by the Seller and the Customer that no warranty as to fitness or quality is expressed or implied save that the Equipment can be used within the Manufacturer's specification.
 14. The Seller's rights shall not be affected or restricted by any indulgence or forbearance to the Customer. No waiver by the Seller or any breach of the Agreement shall operate as a waiver of any later breach.
 15. Any provisions hereof which prove to be void or unenforceable will only be ineffective and unenforceable as to that provision without affecting the validity or enforceability of the other provisions hereof.
 16. The Seller shall not be liable for and the Customer shall indemnify and hold the Seller harmless against any claim for loss or damage to any personal property or any other loss directly or indirectly occasioned by or rising from the use or operation (other than by the Seller) or possession of any of the Equipment and from negligence (including the use of any part of the Equipment otherwise than in accordance with manufacturer's operating instructions in the manuals) or default (including any non-compliance with any obligation of the Agreement, any delay, any wrong information and any lack of required information) or misuse by or on behalf of the Customer or any person or persons other than the Seller and this indemnity shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding the termination of the Agreement.
 17. The Customer will keep the Seller indemnified against any expense judgement or loss for infringement of any patents copyright or trademarks which result from the Seller's compliance with the Customer's designs specifications or instructions.
 18. The Seller reserves the right to change specifications of products and services at any time and without notice and to supply the Equipment which differs from the specifications agreed between the Seller and the Customer provided that such substitutions do not materially affect the performance of the Equipment.
 19. The Customer agrees to maintain in confidence and not to disclose reproduce or copy any materials documentation or specifications which are provided to the Customer hereunder. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations endure beyond any termination of the employment with the Customer.
 20. For the avoidance of doubt this Agreement is not governed by the Uniform Law of International Sales.
 21. The price for the Equipment may be varied by the Seller in accordance with cost variations including without limitation variations in the costs to the Seller of supplies and materials labour operation or transport including those consequent upon fluctuations in exchange rates of currencies.
 22. Any quotation issued by the Seller may be withdrawn at any time before the receipt of the Customer's acceptance in writing and every quotation shall be deemed to be withdrawn if acceptance thereof is not received in writing by the Seller within 30 days from the date thereof.
 23. If the Seller shall be unable to supply any Equipment by reason of any supplier or manufacturer ("the Supplier") for materials or components ceasing to produce or to accept orders from the Seller for Equipment of that description or specification the Seller shall give notice in writing to the Customer whereupon the Customer may within ten days of receipt of such notice give written notice to the Seller requiring the Agreement to be amended by substituting in the place of the Equipment which the Seller is unable to supply and the prices and delivery dates relating thereto a like or similar quantity to the Equipment of a comparable description or specification that are currently provided by the Seller and for which the Supplier will accept orders from the Seller and at such prices as are then currently published by the Seller for such substituted Equipment and such delivery dates as may be reasonable in relation thereto. If the Customer fails to give notice as aforesaid then the Agreement shall be deemed to be null and void insofar as it relates to that Equipment but shall remain in full force and effect insofar as it relates to any other Equipment.
 24. Unless the quotation provides to the contrary the Seller may deliver by instalments.
 25. Where delivery is to be made by instalments each instalment shall be treated as a separate contract and delay default or non-delivery in respect of any instalment on the part of the Seller shall not entitle the Customer to cancel the remainder of the Agreement.
 26. If the Customer fails to accept delivery of any Equipment when tendered or in the event of any shipment or delivery of Equipment being delayed at the Customer's request or in the event of the Customer failing to make payment for the Equipment when it is due or in the event of the Customer failing to collect the Equipment within 24 hours of being advised by the Seller that it is ready for despatch the Customer shall be liable to the Seller for all additional or excess handling storage or other charges whatsoever thereby incurred by the Seller in relation to any such Equipment or to any other Equipment delivery of which the Seller is then entitled to withhold.
 27. (Notwithstanding condition 5 herein) where a tooling charge is shown as a separate item in a quotation half the amount is payable when the order is accepted by the Seller and the balance upon approval of samples. All tools remain the property of the Seller unless otherwise agreed.
 28. The Customer shall have no claim whatsoever against the Seller if the Equipment has been repaired or altered by anyone other than the Seller or subjected to misuse neglect inappropriate storage or handling conditions or accidents.
 29. The Seller shall not be liable for errors in drawings or samples after they have been approved by the Customer and may rely upon all information supplied by the Customer.
 30. All drawings and copies of drawings are copyright and remain the property of the Seller. The same may not be copied or distributed without the prior written permission of the Seller.

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31. The Customer shall at its own expense obtain any import or export licence necessary according to the Laws of the country into which the Equipment is to be imported or from which it is to be exported.