

TECONNEX GENERAL TERMS AND CONDITIONS OF SALE

The following terms will govern all sales by the Company unless otherwise mutually agreed in writing.

1. PRICE

- a) The price of the Goods shall be in accordance with our published price list current at the date of delivery of the Goods. If there is no published price for the Goods the Price shall be as set out in any quotation which shall remain valid for acceptance for up to thirty days from the date of issue.
- b) We reserve the right to amend our published prices at any time without notice. In the event of any price increase or (in the case of prices quoted other than in sterling) any fluctuation in the exchange rate between the date of order and the date of delivery the price payable shall be that prevailing on the date of order.
- c) Prices are ex-works nett trade and exclusive of VAT which shall be due at the rate ruling on the date of our invoice.
- d) Our current minimum order charge is £175.00 for band clamp products and £275 for all other products.

2. TERMS OF PAYMENT

- a) Account Customers - Strictly thirty days nett monthly account. We reserve the right to charge interest on amounts outstanding after due date at the rate of 4% over the minimum prevailing lending rate of Lloyds Bank plc.
- b) Other - Cash with order for non-account customers.
- c) If payment is not made on the due date then without prejudice to any other rights we may :
 - (i) suspend or cancel any further deliveries of the Goods; and/or
 - (ii) appropriate any payment made by the Customer to such of the Goods (or Goods supplied under any other contract with the Customer) as in our sole discretion we may think fit.
 - (iii) require payment for future deliveries to be on pro forma invoice

3. CREDIT

Accounts are opened subject to satisfactory references. These can take two to three weeks to obtain. An account application form will be sent on request.

4. RETENTION OF TITLE

- a) The property in the Goods shall remain vested in the Company and shall not pass to the Customer until the Customer has made payment in full of all sums due to the Company under this or any other contract between the Company and the Customer.
- b) So long as the property in the Goods remains vested in the Company, the Company shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Customer.
- c) The Customer shall not resell or otherwise dispose of the Goods prior to the passing of property therein and if the Customer shall sell or otherwise dispose of the Goods in breach of this Condition, the proceeds of any such sale or disposal shall be held in trust for the Company.
- d) If, prior to the passing of the property in the Goods, the Customer shall make any addition to or alteration in them, ownership of the Goods as added to or altered shall remain vested in the Company.
- e) Notwithstanding the foregoing, the Goods shall be at the entire risk of the Customer from the time of delivery.

5. CANCELLATION

An order once placed cannot be cancelled, deferred or altered by the Customer, except with our written consent in which case we reserve the right to make a cancellation charge which would take into account all the costs incurred or suffered as a result of the cancellation, deferment or alteration as the case may be.

6. DEFECTIVE PARTS AND MISDESCRIPTION

- a) If within a period of twelve months from the date of purchase any goods supplied are proven to be defective due to faulty design, material or workmanship at the time of manufacture, we will at our option repair or replace the parts or refund the original purchase price. Damage or defects due to misuse, accident, incorrect fitting or damage or defects in mating parts are specifically excluded from the terms of this guarantee. We will be responsible for carriage charges within the United Kingdom only.
- b) Discrepancy in respect of the supply of incorrect goods or quantities shall be advised to Teconnex within three days of delivery to enable the company to investigate.
- c) Such guarantees represent our entire responsibility to the Customer in relation to the Goods and the Customer accepts such guarantee in lieu of all other conditions, warranties or guarantees, express or implied, statutory or otherwise relating to the condition, quality or description of our products or their fitness for purpose. In particular, but without limiting the generality of the foregoing, we shall not be liable for any costs for the fitting or removal of the Goods nor for any loss of use, loss of profit or other consequential loss or damage whatsoever.

7. DRAWING AND PATTERNS

We do not accept any responsibility for the accuracy of drawings, patterns or specifications supplied by the Customer.

8. SPECIFICATIONS

- a) The goods shall be manufactured and supplied in accordance with the description contained in our specification and manufacture in accordance with all applicable British Standards which relate specifically to the Goods.
- b) We reserve the right from time to time and at any time to make any necessary changes to the specification to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- c) Any sizes, dimensions, capacities, weights etc. are given in goods faith for guidance only and are not guaranteed as absolutely correct. Further, we reserve the right to withdraw or substitute items in our product range without prior notice.
- d) Any particular or special requirements of the Customer should be notified to us in writing at the time of enquiry or prior to the placing of any order.

9. DELIVERY

Any delivery dates quoted or acknowledged are estimates only and whilst we will use our best endeavours to meet such dates we will not be liable for any delay in delivery howsoever caused and in particular we do not accept liability for any loss of use, loss of profit or other consequential loss arising from any delay.

10. DISPATCH

- a) The method of dispatch will be at our discretion unless otherwise agreed in writing.
- b) The cost of carriage/transport/post will be charged to the Customer.
- c) Customers outside of the United Kingdom who obtain export documentation shall, upon request, supply copies of such to us in order to satisfy UK customs that the goods have been exported. Where the customer is unable to supply satisfactory documentation, then it is agreed that the customer shall pay any Value Added Tax that becomes due.
- d) Save where it is agreed that packaging materials and cases are capable of being re-used and should be returned to the company, packing materials and cases are non-returnable and for non-routine items, may be charged at cost to the customer
- e) We reserve the right to make an additional charge for any special packing or cases but any such charge for cases will be credited in full if the cases are returned in good condition, carriage paid and capable of re-use.

11. LOSS OR DAMAGE (Applicable to UK mainland only).

- a) When the method of delivery is at our discretion we will repair or replace any Goods which are damaged or lost in transit at no cost to the Customer provided we receive written notification of such loss or damage within three days of delivery.
- b) When the method of delivery is prescribed by the Customer or the Customer collects the Goods from our works, risk in the Goods will pass at the time of dispatch or collection from our works.

12. SPECIAL TOOLS

Any jigs or tools made or obtained specially for an order shall remain our property even where the Customer is charged with all or part of the cost.

13. FORCE MAJEURE

We will not be liable if manufacture or delivery of the Goods is prevented, hindered or delayed by reason of any strikes, lock-outs or other industrial disputes, difficulty in obtaining labour or materials, breakdown of plant or machinery, interruption of power supplies, government actions or any other circumstances beyond our control.

14. DEFAULT

If the customer makes any agreement with its creditors compounding debts or suffers any execution or distraint to be levied upon its Goods or commits any act of bankruptcy or enters into liquidation or has a receiver appointed over its assets, then without prejudice to any other remedies which we may have we reserve the right to cancel any unfulfilled orders.

15. INDUSTRIAL PROPERTY

- a) Copyright and all other industrial property rights in the Goods are reserved to us and neither the Goods nor any drawings supplied by us may be copied without our prior written consent.
- b) Where any designs or specifications have been supplied by the Customer for manufacture by us then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

16. LEGAL CONSTRUCTION

- a) These conditions shall in all respects be construed and interpreted in accordance with English Law and the Customer agrees to submit to the jurisdiction of the English Courts save that we reserve the right to take proceedings in Scotland and Northern Ireland where the Customer is resident within the jurisdiction of those Courts.
- b) These general terms and conditions together with any special terms or conditions set out in any quotation shall constitute the entire contract between the Company and the Customer. In the case of conflict between the general terms and conditions and any special terms or conditions set out in any quotation then those set out in the quotation take precedence.