



# TECHNO GROUP

MANUFACTURERS OF HIGH PRECISION  
MACHINED COMPONENTS

## TERMS AND CONDITIONS OF SALE

### 1. SCOPE OF AGREEMENT

These terms and conditions of this contract are to apply in preference to and supersede any terms and conditions referred to, offered or relied on by the parties whether in negotiation or at any stage in the dealings between the seller and buyer with reference to the goods to which the contract relates. They represent the entire agreement between the parties except insofar as any other rules of common law or equity might operate for the sole benefit of "the company", Techno Group Ltd and its subsidiaries, Technoset Ltd and Technoturn Ltd, as to which the Company shall be the sole judge.

They constitute the only conditions upon which the Company is willing to supply goods and services to any customer to whom a quotation, acceptance of order or contract is addressed. These terms and conditions shall prevail over any terms and conditions in the customer's order or such other documents as may be furnished by the customer except where specifically agreed to the contrary in writing by a duly authorized officer of the Company and any subsequent variations, amendments, modifications, deletions or alterations must be similarly agreed.

### 2. EFFECT OF REPRESENTATIONS

Any representations made prior to the formation of the contract, including any literature, descriptions, specifications, oral or written statements or any combination, you hereby acknowledge were not relied on by yourself. You further acknowledge that you have not entered into this contract on the basis of any representation, made orally or in writing, by the Company, its employees or agents and that you therefore relied on your judgment alone when entering into the contract.

### 3. CONSTRUCTION AND HEADINGS

Clauses of the contract are always to be construed in such a way as to provide the greatest benefit and protection to the Company, and headings used in relation to the terms and conditions are to facilitate reference and are not to affect the interpretation or construction of the Contract. References to "the company" are to be taken to be references to Techno Group Ltd and its subsidiaries unless otherwise clearly indicated, and "the customer", "the purchaser" or "the buyer" is to be taken to mean any person, business, corporate body or organization to whom the Company directs a quotation or with whom it is involved in any contract of sale of its goods.

### 4. TERMS TO BE OF THE ESSENCE

Where it is not clearly stated that terms imposed on the buyer are to be of the essence, then nonetheless it is to be understood that such terms and obligations are to be of the essence.

### 5. STATUTORY AND OTHER REFERENCES

Reference in the contract to any statute, code or standard is to be taken as reference to it as amended or consolidated and, in the event of its repeal, to any other statute, code or standard of like effect.

### 6. NEGLIGENCE LIABILITY

Except in any case where a negligent act or omission on our part results in death or personal injury, we accept no liability for any loss, damage or injury caused to you or your property, or property for which you are responsible, caused directly or indirectly by any such act or omission.

### 7. LIMIT OF LIABILITY

It is accepted by the parties to this contract that if any part of these conditions is found to be unreasonable, invalid or unlawful under an enactment or rule of law pertaining thereto, then a Court or other competent tribunal shall have the power to strike out such part, whether it be an entire condition or conditions, or some part or parts thereof, and enforce these conditions as if such part or parts aforesaid had not been included. However, the buyer agrees and is taken to have accepted that the terms of this contract satisfy the test of reasonableness specified in the Unfair Contract Terms Act.

### 8. LIABILITY

The Company's contracts, not being consumer contracts as that term is defined in the Unfair Contract Terms Act 1977, are not to be taken to include terms and stipulations that would be otherwise implied by the Sale of Goods Act 1979, the Supply of Goods (Implied Terms) Act 1973 and the Supply of Goods and Services Act 1982, and any such terms and stipulations are hereby excluded. However, such exclusions shall not be taken to apply to any undertaking as to title to the goods and the provision of Section 12 of the Sale of Goods Act 1979 shall be taken to apply to the contract.

All implied terms, conditions or warranties statutory, common law or otherwise, as to merchantable quality goods, fitness of the goods for any purpose whatsoever (whether made known to the seller or not), and correspondence of the goods with description, are hereby excluded from the contract. Furthermore, no liability whatsoever shall be incurred by the seller in respect of any express term of the contract that relates or refers in any way to quality of the goods, the fitness of the goods for any purpose whatsoever or correspondence of the goods to any description.

### 9. PRODUCT INFORMATION

Any information provided for you by the Company and relating to the use or suitability of the contract goods, whether requested by you or not, is to be accepted by you as accurate and suitable for the purpose in question and will give rise to no liability on the Company's part, save where negligence on the part of the Company leads to death or personal injury. Where specifications, drawings etc. are provided by you, you accept full responsibility for the accuracy of such information and the Company is not held in any way liable where such information proves to be erroneous or inaccurate. However, where such exclusions of liability is deemed invalid under the Unfair Contract Terms Act, or under any other statute or rule of law, then the Company will accept liability in an amount not exceeding the contract price. This clause should be taken to apply to representation as defined in clause 2 but is not limited to such representations.

### 10. CANCELLATION

The buyer's obligations under the contract are absolute but where the Company is prepared to accept a contract cancellation at the buyer's request the Company will have a right to make a charge to cover handling, administrative costs and any other costs might reasonably be incurred.

### 11. VARIATIONS

The Company shall have the right to vary the goods to be provided under this contract where it is appropriate and reasonable in all circumstances to do so.

### 12. DELIVERY

Dates given for delivery or due collection of the goods are approximate only and are to be accepted as such by the buyer and no action will lie for failure on our part, however caused, to meet any such date. The Company reserves the right to make any delivery charges that may be reasonable in the circumstances.

### 13. FAILURE TO ACCEPT DELIVERY

Where the buyer fails to accept delivery of the goods, or fail to arrange for their collection, the Company may, without prejudice to any other rights it may have, make such of the following provisions as it considers appropriate.

- i) It may store the goods at the buyer's expense.
- ii) It may insure the goods at the buyer's expense.
- iii) It may make additional charges for any further transport costs.
- iv) It may proceed to sell the goods, on giving written notice to the buyer, and any loss suffered by ourselves shall be a debt owed by you to the Company as though it were part of the invoice price.



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v) It may maintain a lien on any property of the buyers with a right to sell any such property, which is in the Company's possession, until such time as the buyer has paid in full all amounts outstanding under this clause. Where the Company exercises its right to sell, it will account to the buyer for any surplus after allowing for all amounts outstanding and for any costs and expenses incurred in relation to the goods.

The foregoing provisions are also to apply where delivery or collection of the goods has been delayed or deferred at the buyer's request, even though the Company may have agreed to such request.

### 14. EFFECT OF DELIVERY

Where the goods have been received by the buyer, whether or not such receipt is acknowledged in writing, the buyer hereby agrees that on receipt he will be deemed to have examined the goods and to have accepted that they meet fully the obligations imposed by this agreement on the Company.

### 15. ASSIGNMENT

In instances where the Company may require the contract, or part of it, to be carried out by a sub-contractor, assignee or other nominated party you undertake to co-operate fully in the due performance of the contract. You also accept that no liability shall fall on the Company in any way whatsoever arising from, or related to, any goods provided by such third party and that any remedies you wish to pursue must be pursued directly with the third party. The contract cannot be assigned by the buyer without the prior consent of the Company in writing. Where the Company consents to such assignment, the buyer will nonetheless remain fully liable and will be required to ensure the due performance of the contract.

### 16. PASSING ON RISK.

Without prejudice to any other provisions in this contract, the risk in the goods supplied to the buyer shall pass to the buyer when the goods are unconditionally appropriated to the contract be either party.

### 17. RETENTION OF TITLE

The property in the goods does not pass until the buyer has paid the entire invoice price under any contract with the Company. Until such time as such price is paid in full goods held in your possession are held by you as bailee on the Company's behalf.

As bailee on the Company's behalf you will ensure that:-

- a) The goods will be stored separately and be identifiable as belonging to the Company;
- b) The goods are covered by your policy of insurance and you will assign the benefits of such policy to the Company at its request;
- c) Any monies received by you for goods sold or supplied to you by the Company, will be retained in a separate account and you will hold such MONIES as trustees on the Company's behalf;
- d) The goods are maintained in a useable condition;
- e) The Company shall, subject to written notice, be entitled to enter any premises where the contract goods are stored and take possession of such goods at any time before full payment is received;
- f) Where the contract goods, or any part of such goods, are incorporated with any other goods, you will make every reasonable endeavor to ensure that the title in such goods (or in goods that may result from the incorporation of the contract goods), passes to the Company and the foregoing provisions of this clause shall be considered to apply to such goods.

Where goods are produced to your specification, directions or instruction or where any goods are to be prepared in any way on your behalf, the title in such goods shall not pass before you have paid the entire invoice price under the

particular contract or under any other contract between the Company and yourself.

Reference to invoice price shall be taken to be a reference to the price to be charged to the customer on due performance of the contract, and shall also include any further sums the Company are entitled to claim.

### 18. PRODUCT HAZARD INFORMATION

The Company is to be informed without delay where there is any question in relation to the suitability of the goods for the purpose they were intended or on any matters that may affect their safe use or incorporation in other finished products. Where the occasion arises, the buyer is required to ensure that any interested authority or organisation is similarly advised. To assist in tracing products subject to any subsequent form of enquiry the buyer is required to keep necessary records of transactions and to make such information available to the Company where so requested.

Where the customer has a complaint about the Company's goods that are at the time in his possession, he must notify the Company's duly authorised personnel without delay and produce the goods for inspection. Only after such inspection will the Company consider recompense or replacement of such goods.

The customer is required to co-operate fully with the Company in the handling and investigation of such complaints.

### 19. PRODUCT RECALL

In the event of it being necessary to recall goods supplied by the Company due to some product defect, it shall be the buyer's duty to fully co-operate in the recall of any products which might be instigated by an appropriate party, whether such recall is required by law or not. The buyer will also undertake to defray the cost of any such recall or to recompense the Company for any expense it may incur, where the Company makes a request in writing. The buyer further undertakes to take action and accede to any reasonable request from an interested party to secure the withdrawal of the goods, or goods incorporating the goods from use, sale or supply.

### 20. PAYMENT

Payment is required strictly net within thirty days of invoice date. Where payment is not made by the due date interest shall be charged on any outstanding amount at the rate of 4% per annum above Lloyds Bank base lending rate accruing daily. The Company shall also have the right to withhold further supplies under this or any other contract any shall thereby incur no liability whatsoever.

### 21. INSTALLMENTS

Notwithstanding any rule of law which might otherwise be applicable, and not withstanding any agreement to the contrary, it is acknowledged that the Company can, at its discretion, supply the relevant goods in installments. It is further agreed that, where goods are so supplied, whether or not with your agreement, any breach or infringement by the Company affects that installment only.

### 22. PROPER LAW

This contract shall be deemed to have been made in St. Leonards-on-Sea, East Sussex and the parties to the contract hereby submit to the jurisdiction of the local courts. The contract being considered to have its closest and most real connection with England, disputes or actions arising hereunder shall be decided in accordance with the law of England. However, the parties may agree to refer all matters arising under or out of this contract to arbitration.

### 23. WAIVER

A waiver of any of these conditions, or any right arising thereunder, shall be valid only for the particular occasion and shall not affect the operation of such conditions or rights for the future.

### 24. FORCE MAJEURE

In the event of delivery being delayed by fire, accident, strikes, lockouts, delay in receipt of materials or brought-in goods or any other cause beyond the reasonable control of the seller, a reasonable extension of time for delivery



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shall be granted and the buyer shall pay such reasonable extra charges as shall have been occasioned by the delay. However, the seller shall have the right to suspend or terminate the contract on giving written notice. During any period of such suspension the Company shall have the right to terminate the contract, subject to further notice in writing.

Where the contract is suspended by the Company all obligations imposed on either party by the contract shall be held in abeyance for the period of such suspension.

Where the Company elects to terminate the contract, such termination shall be without prejudice to the Company and shall not affect liabilities on your part which fell due before termination.

### 25. SHORTAGE AND DELIVERY CLAIMS

The buyer must give notice of any delivery discrepancies at the time of delivery otherwise no claims in relation to order shortages can be entertained. Claims for alleged non-delivery must be made within 48 hours of such time as the goods ought reasonably to have been delivered.

### 26. DATA PROTECTION

Where the Company enters any detail of a contract on a computer database the buyer hereby gives his consent thereto and consents to the further use or disclosure of such details.

### 27. PRODUCT INSPECTION

The buyer is required to make appropriate inspection of the goods on delivery and is required to ensure that they are in such condition that no risk or hazard could arise from their use. In the event of any such possibility arising he is required to notify the Company, without delay.

### 28. EFFECTS OF INSOLVENCY ETC.

The Company may terminate or suspend the contract, by notice in writing without liability to itself, but without prejudice to liability on your part accruing before such termination or suspension, and treat you in breach of contract, in the following circumstances: -

- a) Where you cease to pay your debts in the ordinary course of business or cannot pay your debts as they become due;
- b) Where you have a receiver or administrator appointed for the whole or part of your assets;
- c) Where we have reasonable cause to suspect that all or any of the above are likely to occur.

Where the Company has elected to suspend the contract, it may at any later date by notice in writing, elect to terminate the contract with results as aforesaid.

### 29. SERVICE OF NOTICE

Any notice served under the foregoing terms, if delivered to the buyer's last known address or principal place of business, shall be treated as validly served. This shall apply to all notices in writing including notice by telex or facsimile transmission and where sent through the post such notices shall be regarded as received within two days of dispatch and as received simultaneously where sent by telex or facsimile transmission. Proof of dispatch is to be treated as proof of receipt.