



ETEK Europe Ltd
Etek Technology Centre
1 Dow Road
Prestwick
KA9 2TU

STANDARD TERMS & CONDITIONS (Nov 2020 V3)

Definitions

1. The Seller shall mean 'ETEK Europe Ltd'
2. The Buyer shall mean the Person, Firm or Company to whom the Invoice or Purchase Order is addressed
3. The Goods shall mean the Materials, Fabricated Products, or Supply of Services covered by the Invoice or Purchase Order issued by the Seller.
4. The Price shall mean the Price referred to in the Invoice or Purchase Order issued by the Seller.

Payment – Terms are 30 days net from date of delivery unless otherwise agreed and stated in the invoice -

- All prices given by the Seller are for guidance only and subject to confirmation by written quotation. Prices are exclusive of VAT, which, where applicable, shall be paid by the Customer.
- If the Buyer identifies any discrepancies within the invoice, then the Buyer must notify the Seller within 7 days from invoice date, if the Buyer does not provide any such notification within the 7day period, the Buyer shall be deemed to have accepted the invoice.
- Unless otherwise expressly agreed in writing by the Seller invoices for goods and services will be issued by the Seller on or after delivery or completion, as appropriate and payment of invoices is due in full within 30 days of the date of receipt by the Customer and time for payment shall be of the essence of the contract;
- If the Customer fails to pay, the Seller any amount on the due date, the Seller shall have the right (a) Impose a fixed Late Payment Penalty this could be as much as £100.00 depending on the outstanding Invoice. (b) to charge interest at a rate of 8% p.a. above Bank of England Base Rate from the due date both before as well as after judgment on any outstanding sum and have the right to be reimbursed in full by the Customer for its reasonable costs of taking action to recover the debt.

Ref: Late Payment of Commercial Debts (Interest) Act 1998 & Late Payments of Commercial Debts Regulations 2002 (SI 2002 No 1674)

The goods remain the property of the Seller until Full payment has been received.

- Issues relating to product quality must be reported within 5 business days of receipt
- Buyer shall report any discrepancy in shipment quantity or damage within five (5) business days after receipt, supplying appropriate photographic evidence of product and/or packaging where necessary.
- Equipment, parts, options, upgrades sold as custom/specials that are designed/modified to Buyers specifications that are not part of the Seller's product offering, cannot be returned for credit.
- No deductions from invoices for claims against the carrier will be allowed.

Returned goods – shall not be returned without the Seller's written consent

- Returned Products must be in original manufacturer's shipping cartons complete with all packing materials and content
- Products for return shall be returned freight prepaid
- Non defective products must be returned within 30 days from receipt and will result in a charge of 20% of the value of the Purchase Order or line item plus where appropriate, a restocking fee of £100.00 or \$150.00.
- If returned Products are claimed to be defective, a complete description of the nature of the defect must be included (with photographic evidence) with the returned Products.
- Items returned and subsequently found to be in working order will not be credited.

Cancellation – Buyer may cancel firm orders for Products and Service upon payment of a fee based on a percentage of the value of the order in accordance with the following schedule:

- For Machine spares parts or consumable items, order cancellation will result in a charge of 20% of the value of the Purchase Order or line item, plus where appropriate, a restocking fee of £100.00 or \$150.00
- For Service, order cancellation will result in a charge of 50% of the value of the Purchase Order or line item plus where appropriate, any pre-booked travel costs.
- For Capital Equipment purchases (deemed to be greater than £2500, order cancellation will result in a charge in accordance with the following schedule
 - 0-30 calendar days prior to schedule delivery date - 60%
 - 31-60 calendar days prior to scheduled delivery date - 30%
 - More than 60 days prior to scheduled delivery date - 10%
- Orders for Equipment, parts, options, upgrades sold as custom/specials that are designed/modified to Buyers specifications that are not part of the Seller's product offering, cannot be cancelled.

Amendment – Amendments to the order shall only be effective when a document setting out the terms of the amendment is signed by both the Seller and the Buyer and the Purchase Order is updated by the Buyer.

Warranties

- Warranties issued by the Seller will be detailed and agreed under the terms of the quotation.
- The Seller will abide by these warranty support agreements for the time period stated. Unless pre-agreed with the Seller, these warranties commence when the machine has been received by the Buyer – not upon completion of installation.
- After the warranty time period has elapsed, the Seller will make every endeavour to assist the Buyer by acting as an intermediary with the OEM, to resolve outstanding issues.

Confidentiality: Information (such as proposals, drawings, diagrams, prices, specifications, materials, etc.) shall belong to the Seller and shall at all times be treated by the Buyer as confidential and shall not be disclosed to any third party without the prior written consent by the Seller.

Delivery – Unless otherwise stated, all shipments shall be ex-works the Seller premises in Scotland UK. The Buyer shall be responsible for payment of all federal, State, local taxes in their territory.

- All delivery dates are estimated and are not guaranteed and do not form a term of this contract. The Seller undertakes to make every endeavour to adhere to the delivery schedule but will not accept cancellation of contract for, or liability for, any direct or indirect losses which may arise from late delivery.
- Delivery of goods within ten (10) days of the scheduled delivery date shall constitute timely delivery by the Seller. The Seller accepts no responsibility for damage or loss of goods in transit. All deliveries will be via a courier chosen by the Seller. The buyer may opt to arrange an alternative carrier at their cost provided this is stated on their Purchase Order stating details of the carrier and service. The Buyer will accept all liabilities arising from lost or damaged consignments
- **Spare Parts Delivery** - Unless stated otherwise in the quotation, all orders will be subject to a Standard Delivery charge. Faster deliveries than Standard next-day, deliveries to non-mainland UK destinations and express deliveries of non-stocked items will be subject to higher delivery premiums. All deliveries will be via a courier chosen by the Seller. The Buyer may opt to arrange an alternative carrier at their cost provided this is stated on their Purchase Order stating details of the carrier and service. The Buyer will accept all liabilities arising from lost or damaged consignments

Exclusions: the Seller's obligation to provide the services hereunder is contingent upon the Buyer's proper use of the Equipment. The Seller shall not be obligated to the services hereunder, if repair or adjustment is required because of

- repair, adjustment or modifications, were made or attempted by personnel other than authorized representatives of the Seller;
- failure of the Buyer to provide suitable installation environment;
- use of computing equipment or operating systems which do not meet the Seller's compatibility specifications;
- misuse or accident including but not limited to unusual physical or electrical stress;
- improper programming or improper installation by Buyer;
- relocation of the Equipment without the Seller's prior approval;
- damage caused by accessories, alterations, attachments or other devices neither furnished nor maintained by the Seller;
- failure of air conditioning, electrical power, or humidity control;
- Damages to equipment or injuries to personnel because of a failure of the Buyer to follow/understand the Seller's documentation;
- a Force Majeure event; see below
- A lack of adherence to the manufacturers recommended maintenance schedule.

If any service call is made by the Seller as a result of the causes stated above, such call shall be Invoice in accordance with the Seller's current service rates for labour and materials. The Seller shall not be required to maintain any alterations, attachments or accessories not supplied by the Seller. If, in the sole opinion of the Seller, such modifications adversely affect the Seller's ability to provide maintenance service for the Equipment, the Seller reserves the right to immediately terminate this Agreement in its entirety.

Force Majeure: Seller shall not be liable for failure to fulfil its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

Governing Law: Contracts shall be governed by Scottish Law and any dispute arising out of it, or in connection with it, shall be justifiable only in the Courts of Scotland. The Parties will comply with all statutory laws and regulations applicable to the performance of this Order.