

Terms and Conditions of Sale

TT Electronics IoT Solutions Limited “TT” a TT Electronics company.

Version (2) Power Supplies and Power Products, Hartlepool United Kingdom

1. DEFINITIONS

In these conditions –

“the Company” means TT Electronics IoT Solutions Limited.

“the Conditions” means the standard terms and conditions of sale set out in this document (and unless the contract otherwise requires, includes special terms and conditions agreed in writing by the parties).

“the Contract” means the contract for the sale of the goods to the buyer or the supply of services.

“the Goods” means the goods and/or the services which shall be provided by the Company under the Contract.

“the Contract Price” means the Company’s quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the seller’s price list current of the date of acceptance of the order.

“the Buyer” means the buyer named on the quotes/orders including any agent who makes the Offer to the Company.

“the Offer” means the order, verbal or written submitted by the Buyer or Buyer’s agent, to the Company.

2. BASIS OF THE SALE

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which the Buyer accepts, or any written order of the Buyer which is accepted by the Company, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is purported to be made by the Buyer.

2.2 No order submitted by the Buyer to vary or amend these Conditions will not be binding on the company unless the Company has agreed in writing to the variation or amendment.

2.3 No order submitted by the Buyer shall be deemed accepted by the Company unless and until confirmed in the writing by the Company.

2.4 The Buyer is responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform to the Contract in accordance to its terms.

2.5 The Company reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable statutory or EU requirements or which do not materially affect their quality or performance (where the Goods are supplied to the Company’s specification).

2.6 No order which the Company has accepted may be cancelled by the Buyer (except with the Company's written agreement on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of the cancellation).

3. PRICE AND PAYMENT

3.1 Payment of the contract price and V.A.T shall be due Net 30 days – Payment 30 days after invoice date. The contract price is exclusive of V.A.T which shall be due at the rate ruling on the date of the V.A.T invoice.

3.2 If the Buyer fails to make the payment on the due date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract.

3.3 Interest will be charged on overdue accounts at the rate of four percent above National Westminster Bank rate from time to time in force. Such interest will accrue from day to day and be payable both before and after any judgement.

3.4 No payment may be withheld nor any sums owing to the Buyer be set off against any payment due under the Company or any other agreement between the parties without consent of the Company.

3.5 The Company shall add to the Contract Price the cost of extras ordered, tests, alterations, commissioning additions and/or any other work undertaken at the request of the buyer.

3.6 Any materials or other items of the Buyer in the custody or control of the Company are subject to a lien upon them for the general balance of account for the time being owing to the Company by the Buyer (including all liabilities of any kind whatsoever) and a sufficient quantity of them may be sold and the proceeds credited against the balance of account due from the Buyer if any amounts outstanding have not been paid within 21 days of notice being given to the Buyer of the intention to sell. Any balance of the proceeds of sale shall be paid to the Buyer

4. PACKAGING

4.1 The Contract Price includes the cost of the Company's normal packaging. If the Buyer requires any special type of packaging to be used, it should request the Company for a special quotation.

5. RISK & PROPERTY

5.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

5.1.1 In the case of goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection: or

5.1.2 in the case of the Goods to be delivered otherwise than at the Company's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods the time when the Company has tendered delivery of the Goods.

5.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the Contract Price of the Goods and all other goods agreed to be sold by the company to the Buyer for which payment is due.

5.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

5.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so, immediately to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The ownership of any and all intellectual property rights (including patents, registered and unregistered designs, copyright and all other intellectual property protection) and know-how, confidential information in any sketch, drawing, plan, sample, prototype, tool program or otherwise coming into existence in relation to the Goods or as a result of the Contract shall vest in and be the absolute property of the Company.

6.2 To the extent necessary for the buyer to make use of the Goods for their intended purpose under the Contract, the Company shall grant to the Buyer a personal licence to the Buyer (on a royalty free basis) (with the power to sub licence in the above terms for the purpose of sale or otherwise dealing in the Goods in the equipment in which they may be incorporated).

7. DELIVERY

7.1 Delivery shall take place at the premises of the Buyer unless an alternative location is specified in writing to the Company.

7.2 Any delivery date stated in the Contract is given in good faith and every endeavour will be made to adhere to it, but time shall not be of the essence of the Contract. Any times quoted for delivery are estimates only and the Company shall not be liable for failure to deliver within the time quoted.

7.3 While every effort will be made to deliver as nearly as possible the quantity of Goods ordered, delivery of not less than 90% or more than 110% of the quantity ordered shall be deemed to be in compliance with the fulfilment of the contract. The sum invoiced to the Buyer shall be pro-rata to the quantity delivered.

7.4 No claim for non-delivery or shortage of Goods Will be accepted unless notice in writing is given both to the carrier and the Company within seven days of the date of dispatch shown on the advice note.

7.5 Failure to accept delivery – If the Buyer fails to take delivery of the Goods or any part thereof when delivery and any or all other outstanding deliveries still to be made together with any additional warehousing or insurance costs of the Company. The Company may be giving fourteen days notice in writing to the Buyer, cancel the Contract remaining or any balance of the Contract remaining unfulfilled on the date of expiry of such notice when the Company shall be entitled to recover from the Buyer as damages, any loss, expense of other damage suffered by the Company as a result of such cancellation.

7.6 The Contract Price does not include carriage, which will be charged in addition at the current prevailing rate.

7.7 The Company shall be entitled to deliver the Goods by Instalments and each delivery shall constitute a separate contract so failure by the Company to deliver any one or more instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8. QUALITY AND DEFECTS.

8.1 Save as expressly provided in these Conditions of the Contract and the Company shall:

8.1.1 exclude any warranty, condition, or statement, express or implied, statutory or otherwise, as to quality, workmanship or fitness of Goods or material.

8.1.2 not liable for any injury, loss or damage of whatsoever nature and however arising in connection with any defective or unsuitable Goods or materials, whether original or replaced, except in so far as such liability cannot lawfully be excluded from the Contract: and

8.1.3 not in any event be liable for loss of profit or any other consequential loss

8.1.4 offer the benefit of any manufacturer's guarantee or warranty, but not, further or otherwise and only if the Buyer complies strictly with its terms.

8.2 No terms and conditions, guarantees, representations or undertakings made to the Buyer by any of the Company's sales-man, agents, employees or representatives shall be binding unless confirmed in writing by the Company (signed by a Director).

8.3 Any claim for defective goods shall be made in writing by first class registered letter and confirmed by phone and email to info@TT Electronics.co.uk within seven days of delivery. If the Buyer fails to make such a claim, the Goods shall be deemed to be, in all respects, in accordance with the Contract and the Buyer shall be bound to pay for them accordingly.

8.4 The Company accepts no liability for loss or damage of any kind, or liability to a third party as a result of repairs or remedial work carried out to the Goods without their prior written approval, or as a result of any treatment or process applied to the Goods by their Buyer.

8.5 The Buyer and Company enter into Contracts for the supply of Goods in the knowledge that the liability of the Company is to be limited in accordance with these Conditions and the Price shall be agreed accordingly. The Buyer acknowledges that a higher price would be payable for such limitations.

9. INDEMNITY

9.1 The Buyer undertakes to indemnify the Company against all claims (other than claims for which the Company is liable under Condition 8 above) relating to the Goods in respect of any loss, damage or expense whatsoever and however arising whether such claims are made by the Buyer or any third party and whether they be made in respect of contractual or notorious liability, breach of statutory or any other liability.

9.2 The Buyer shall indemnify the company against all claims, demands, damages, penalties, costs, expenses or liabilities in respect of the infringement of any patent, registered design, copyright or other intellectual property rights or breach of confidence resulting from or arising in the course of the performance of the Contractor in accordance with the Conditions.

10. FORCE MAJEURE

10.1 The Company shall not be under liability of whatever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of the Company or beyond the control of the Company's suppliers including, but not limited to, (whether an actual declaration thereof is made or not). Shortage, insurrection, riot or other acts of civil disobedience, acts of the Buyer or third party, failure or delay in transportation, acts of government or any agency or sub-division thereof. Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accidents, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Company or to the Company's suppliers or shortages of labour, fuel, raw materials or machinery, or technical failure.

10.2 In any such event the Company may without liability, cancel the Contract or vary the terms of the Contract including but not limited to extending the time performance of the Contract for a period at least equal to the time lost by reason of such causes.

11. TERMINATION OF CONTRACT

11.1 This clause applies if:

11.1.1 the buyer makes the voluntary arrangement with its creditors or becomes subject to an administration order (or being individual or firm) becomes bankrupt (or being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or:

11.1.2 an encumbrance takes possession, or a receiver is appointed, of any property or assets of the Buyer, or

11.1.3 the Buyer ceases, or threatens to cease, to carry on business, or

11.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend further deliveries under the Contract without any liability to the Buyer

11.3 If on the happening of any of the event listed in clause 11.1 the Goods or any of them having been delivered but not paid for, the Contract Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. HEALTH AND SAFETY

12.1 The Contract shall be subject to Section 6 of the Health and Safety at Work Act 1974, and the Buyer shall indemnify the Company in respect thereof.

12.2 The Company will ensure that, as far as reasonably practicable, the Goods are safe without risk to health and safety when properly used. All products can constitute a health hazard if used incorrectly or without regard to the Company's health and safety recommendation. It is a condition to supply the Goods that the Buyer agrees with any appropriate health and safety information available from the Company.

12.3 The Buyer shall, on or before the day of delivery of the Goods, if so requested by the Company, enter into a written undertaking to take such steps as may be specified to the Buyer by the Company and set out in such undertaking relating to the sale and proper use of the Goods without risk to health or without risk of infringement of any relevant law or regulation of the Company's country of incorporation.

13. TECHNICAL INFORMATION

13.1 Notwithstanding that the Company may give information or advice concerning the use of Goods in any circumstances, or the suitability for use of any substance or thing in connection with the Goods, the Buyer must rely upon its own skill and Judgement in relation to such matters and all liability of the Company for damage sustained by the Buyer as a result of reliance upon such information or advice supplied by the Company howsoever caused IS hereby expressly excluded. 14. Warranties and Liability Guidelines

14.1 Warranty is given by the Seller subject to the following conditions:

14.1.1 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 Buyer.

14.1.2 The Seller shall be under no liability in respect of any defect in the Goods arising from fair wear and tear willful damage negligence abnormal working conditions of the Buyer failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods by the Buyer without the Seller's approval.

14.1.3 The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

14.2 The above warranty does not extend to parts materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

14.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods has been delivered in accordance with the Contract.

14.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.

15. GENERAL

15.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office in principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.2 No waiver by the Company of any breach of Contract by the Buyer shall be considered a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions, and of the remainder of the provision in question, shall not be thereby affected.

15.4 The heading appearing in these terms and conditions are for guidance only and shall not in any way be deemed to affect the interpretation of effect thereof.

15.5 Unless otherwise agreed in writing, the Contract shall in all respects be continued and operate according to English Law and parties submit to the non-exclusive Jurisdiction of the English Courts.