



CEME TERMS & CONDITIONS OF QUOTATION AND SALE OF GOODS AND SERVICES

1. Application of Conditions

1.1 These conditions shall govern the contract between you the buyer and Centre for Engineering and Manufacturing Excellence Limited (referred to in these conditions by the expressions "we", "our" or "us") which agrees to sell you the goods and provide the services, to the exclusion of any terms or conditions which you may purport to apply under any purchase order, confirmation of order, specification or other document.

1.2 No variation to these conditions or any representation about the goods and services shall have effect unless expressly agreed to in writing and signed by one of our duly authorised representatives.

1.3 Each order for goods and services shall be deemed to be an offer by you to purchase the goods and services subject to these conditions.

1.4 A contract shall not exist until we accept your order or (if earlier) we deliver the goods and services to you.

1.5 You are responsible for ensuring that the terms of your order and any applicable specification are complete and accurate.

1.6 CEME Internet Services are provided subject to Regulations Governing Use of CEME Internet Services as amended from time to time.

2. Description

2.1 The description of the goods and services shall be as set out in our quotation or your order.

2.2 All drawings, descriptive matter, specifications and advertising issued by us or contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and services described in them. They shall not form part of the contract.

3. Delivery

3.1 Unless we agree otherwise in writing, delivery of the goods and services shall take place at the CEME Campus.

3.2 Any date we specify for delivery of the goods and services is an estimate only and time for delivery shall not be made of the essence of the contract by notice.

3.3 Subject to the other provisions of these conditions, we will not be liable for any loss (including loss of profit), or costs, caused by any delay in the delivery of the goods or services nor will any delay entitle you to terminate or rescind the contract.

3.4 Our liability for any non-delivery of goods and services shall be limited to delivering the non-delivered goods and services within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice we have raised for such goods and services.

4 Returns Policy

4.1 Once delivered to you goods may not be returned.

5. Price

5.1 The price shall be the price agreed when we accept your order. Quotations are issued in good faith but may be revised if deemed necessary by us.

5.2 The price for the goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance which you shall pay in addition.

6. Payment

6.1 Payment of the price for the goods is due with order if you do not have a credit account with us and within 30 days of the date of our invoice where you have credit account. Time for payment is of the essence.

6.2 You will make all payments due under the contract without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.

6.3 If you fail to pay us any sum due pursuant to the contract you will be liable to pay interest to us on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of our bankers accruing on a daily basis until payment is made, whether before or after any judgment.

7. Limitation of Liability

7.1 The following provisions set out our entire liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

7.1.1 any breach of these conditions; and

7.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

7.3 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 7.4

7.4 Subject to conditions 7.2 and 7.3:

7.4.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price of the goods the subject of the claim; and

7.4.2 we will not be liable to you for loss of profit, goodwill or business opportunity or production downtime or any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

7.5 if you deal as a consumer (within the meaning of the Unfair Contract Terms Act 1977) your statutory rights are not affected by these conditions.

8. Events beyond our control

8.1 We reserve the right to defer the date of delivery or to cancel the contract or to reduce the volume of the goods ordered by you (without liability to you) if we are prevented from or

delayed in the carrying on of our business due to circumstances beyond our reasonable control.

9. General

9.1 You cannot assign the contract or any part of it without our prior written consent.

9.2 We may assign the contract or any part of it to any person, firm or company.

9.3 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

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

9.5 Subject to condition 9.2, nothing in these conditions confers on any third party any benefit or any right to enforce any of these conditions.

9.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.