

## **CONDITIONS OF SALE**

### **1. General**

Every contract of sale, whether made by direct order, or your acceptance of a quotation, or contract to service our equipment, is subject to these conditions. All other conditions and warranties, whether expressed or implied, by Statute, Common Law or Trade usage, or expressed by you are hereby excluded, except for conditions expressly accepted by us in writing.

### **2. Intellectual Property Rights**

As a designer and manufacturer of specialist machines and associated products Total Solutions Technology asserts its rights and copyright to all designs, design rights, copyright, methods techniques, and processes associated with the design build and function of all its machines and products supplied. The supply of Total Solutions Technology machines and products is solely on the basis that such rights are recognised in the execution of any contract for such machines or technology.

For specialist commissioned project, Total Solutions Technology retains ownership for all background Intellectual Property and any foreground Intellectual Property developed during the course of projects, therefore any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and any other works products generated or developed by Supplier in the course of the Agreement and/or any Order and any intellectual property (including but not limited to patent rights, copyright, trademarks and designs) and other proprietary rights therein or thereto shall vest in Supplier, subject to any separate agreement being agreed between the parties to vary these terms for a specific Order.

### **3. Validity**

Unless previously withdrawn a quotation is open for acceptance for the period stated therein or, if a specific period is not so stated acceptance must be within thirty days from the date thereon.

### **4. Acceptance**

A quotation shall not be constructed as a binding offer and a valid contract shall exist only upon the Company's written acceptance of the purchaser's order.

### **5. Extent of Contract**

This contract of sale includes only such goods, accessories and work as specified in our quotation. Erection on the site and commissioning is not included unless specifically stated.

### **6. Loss or Damage in Transit**

When the price quoted includes delivery other than at the Company's Works, the Company will repair or, at its option, replace free of charge goods lost or damaged in transit provided that the Company is given written notification of such loss or damage within such time as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit or, where delivery is made by the Company's transport within seven days following the receipt of the advice note.

### **7. Performance**

Any performance figures given in the Company's quotation are based upon experience and are such as the Company expect to obtain on tests on the Company's premises. The Company shall be under no liability for damages for failure to obtain such figures unless the Company have specifically guaranteed performance figures subject to the recognised tolerances applicable to such figures. In the event of the purchaser alleging

that the goods supplied fail to achieve the standard or specification stated in the Company's quotation, the purchaser shall forthwith give notice thereof in writing to the Company. The purchaser shall not be entitled to reject the goods until the Company has had reasonable opportunity to investigate and perform such further work on the goods as the Company may consider necessary.

The purchaser assumes responsibility that the goods stipulated in the order are sufficient for the purchaser's purposes save in so far as the purchaser's stipulations are in accordance with the Company's advice.

#### **8. Goods not Manufactured by the Company**

Goods supplied but not manufactured by the Company are sold subject to the Conditions of sale of the manufacturers thereof, but the purchaser shall be entitled to such benefits as the Company may receive under any contract which the Company has with such manufacturer, or under any guarantee which might be given to the Company in respect thereof. In the event of any failure by the manufacturer of such goods for whatever reason to meet any liability which may arise by reason of any defect in such goods or otherwise, the Company shall be under no liability to the Purchaser by reason thereof.

#### **9. Price Variation**

All prices are based upon circumstances prevailing at the date of the quotation. Until the completion of an order we reserve the right to revise the price in accordance with increased labour, material, or production costs or, in the case of imported goods, in accordance with variations in the rate of exchange or import duties.

#### **10. Terms of Payment**

Goods sold, delivered and work carried out by the Company thus becoming payable shall be invoiced to the Customer as per the agreed terms stated on the quotation, and payments in full shall be made as per the agreed terms stated on the quotation. If any account is not paid in full by the due date then without prejudice to all other rights and remedies of the Company, interest at the rate of eight per cent per annum or two per cent above the current Lloyds Bank rate per annum, whichever is the higher shall be added to the contract price and the Company shall be at liberty; after giving the Customer three days' notice in writing of the intention so to do, stop work or any part thereof, until the said account is paid, and the cost to the Company occasioned by the stoppage of any subsequent resumption of work shall be added to the contract price.

#### **11. Variations**

In the event of variation or suspension of the work by the purchaser's instructions or lack of instructions the contract price and/or delivery period shall be adjusted accordingly.

#### **12. Cancellation**

After receipt of the purchaser's instructions to proceed, unilateral cancellation of the purchaser's order will not be acceptable, but cancellation by consent may be arranged on terms which fully indemnify the Company against costs incurred and any other loss which may arise from the cancellation.

#### **13. Delivery Date**

Any times for despatch or delivery contained in our original quotation are to be effective as from the date of this contract plus receipt by the Company of any relevant deposit and all necessary information, material, samples, and drawings, to enable the Company to put work in hand whichever is latest. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from the purchaser

#### **14. Inspection and Tests**

The Company's products are carefully inspected and where practicable, submitted to the Company's standard tests at their premises before despatch. Any inspection or tests other than those which are the Company's standard practice will not be carried out unless the details of the Purchaser's requirements have been advised to the Company, in the purchaser's official order and agreed by the Company in writing. If the tests are to be carried out in the presence of the Purchaser or his representatives the Company reserves the right to make a charge to be agreed by the Purchaser before the tests commence. In the case of witnessed

tests, the Company will give the Purchaser seven days' notice prior to the tests taking place. If for any reason the Purchaser's representatives shall fail to attend at the agreed time, then the Purchaser shall be deemed to have accepted the test carried out by the Company.

If the test is to be carried out on a Customer's component, then the Purchaser shall be responsible for providing any parts, fully working parts, jigs, tools or other equipment which are not included in this quotation and are necessary for the carrying out of such tests. If required by the Company the Purchaser shall provide the necessary material, workpieces or components and the Company accepts no responsibility for any damage caused to such material, workpiece, or component, nor for any consequential damages arising out of such damage. In the event that the test material submitted by the Purchaser is not in accordance with the specification for the materials tested by the Purchaser or, in the case of raw materials, should the Purchaser not fully disclose the properties of the material, the Purchaser shall accept full responsibility for and indemnify the Company in respect of any claim for compensation and pay for any loss or damage which may arise from the use of such material, workpiece or component during the test.

### **15. Guarantee**

In the event of a defect being disclosed in a part or parts of the equipment supplied directly by Total Solutions Technology that is not the result of wear and tear, misuse, overloading, accident, or negligence on the part of the client, Total Solutions Technology will carry out all reasonable efforts to repair or replace the part or parts free of charge. This Guarantee applies for one year at single shift operation (2000 hours), from the date of acceptance of the equipment at Site (SAT), or 14 months from the date of notification that the machine is ready for despatch at Total Solutions Technology if acceptance or SAT is delayed for reasons outside Total Solutions Technology control – whichever is the sooner, (operation defined as hours accrued by integral timer – running when machine is operational). Wearing and consumable parts are excluded from the Warranty. The Company accepts no liability for any subsequent loss damage or expenses of any kind. This guarantee only applies to the customers purchasing equipment from the Company. Should the customer sell the equipment to a third party within the guarantee period then transfer of the guarantee to the third party is at the sole discretion of the Company and will be confirmed in writing at the time of the sale to the third party.

This guarantee is given in lieu and to the exclusion of any and every condition, warranty, guarantee or obligation whatsoever, whether statutory or otherwise, expressed, or implied.

### **16. Liability for Accident and Damage**

If the Company, its agents or sub-contractors are on site for the purposes of a contract then notwithstanding the provisions of clause 13, the Company will indemnify the Purchaser against direct damage or injury to the Purchaser's property or persons or that of others occurring whilst the Company are working on site, to the extent caused by the negligence of the Company, its sub-contractors or agents, but not otherwise by making good such damage to property or compensating personal injury. Provided that a) the Company's total liability for damage to the Purchaser's property or compensating personal injury shall not exceed £50,000 (United Kingdom Currency) or the contract price whichever sum is the greater, and b) the Company shall not be liable to the Purchaser for any loss of profits on contracts or, save aforesaid, for any loss, damage or injury of any kind whatsoever. Save as provided in clause 13 the Company shall not be liable for any loss, damage or injury occurring after the completion of its work on site.

### **17. Consequential Damages**

The rights and obligations of the contracting parties are defined in these Conditions of Sale. No further claims, whatsoever, regarding compensation for consequential damages, such as loss of production and profits, can be made against the Company by the Purchaser.

### **18. Force Majeure**

Total Solutions Technology will make all reasonable efforts to fulfil contracts and obligations therein except for instances including but not limited to the restriction by outside bodies (such as government, banking, or other regulatory bodies ) which may wholly or partly prevent the execution of such obligation(s) on a legal or regulatory basis which were otherwise a contractual obligation. All contracts may be partially or wholly

suspended without liability on our part by reason of contingencies beyond our control such as strikes, fire, failure of any persons to deliver plant machinery, material, or component parts to Total Solutions Technology etc. Contracts shall not be cancelled without written consent and the Purchaser shall have no claim upon us for the loss or damages, either direct or consequential, which may be traceable to any such delay in the completion of the contract

### **19. Arbitration**

If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and the Company upon, in relation to, or in connection with the contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within fourteen days of receipt of such notice of some person appointed by the President for the time being of the Institution of Mechanical Engineers. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950, or to any statutory modification and re-enactment thereof.

### **20. Customer Conditions of Purchase**

Any special conditions on the Purchaser's order forms will not form part of any contract with the Company unless attention is specially drawn in writing to such special conditions at the time the order is given to the Company and the Company has signified its acceptance of such conditions in writing.

### **21. Health and Safety at Work Act 1974**

We have ensured so far as its reasonably practicable that our equipment has been designed and constructed to be safe and without risk to health when properly used. Provided the Company operation instructions are carefully adhered to, we cannot foresee circumstances where our equipment will present a health or safety hazard.

### **22. Legal Construction**

This contract between the Company and the Purchaser shall be constructed and operated in all respects as a contract made in England and in conformity with English Law.

## **GENERAL TERMS**

In respect of maintaining high quality products, many features are in-built into Total Solutions Technology machinery i.e.

- Tolerances of operations at each process are guaranteed to the individual specifications of each machine.
- All equipment is manufactured in compliance with CE & UKCA certification.

### **2. Labour**

At least one skilled electrical/mechanical engineer is required who would be responsible for setting of machines and for on-going maintenance. Your operator/engineer will be trained in the use of the machinery, its' software and the in-built fault-finding diagnostic system by Total Solutions Technology personnel during the FAT and or SAT process.

### **3. Machine Manuals**

All manuals and operator touch screens will be supplied in English unless specific instructions are given at the time of an order being placed. An appropriate charge will be made for this service.

#### **4. Despatch**

Despatch indicated by Total Solutions Technology relates to working weeks from receipt of official order and first payment, this is subject to confirmation at the time of placing the order. To achieve this delivery date the customer is responsible for the timely supply of all appropriate information and test materials to Total Solutions Technology

#### **5. Terms of Payment**

Prices quoted are net ex works, exclusive of packing, carriage, and insurance. Payment terms are as per quotation for each project. Alternative terms of payment may be negotiable. However, should a bank guarantee be required against any payment to Total Solutions Technology this will incur a 3% surcharge on the machine pricing.

Total Solutions Technology maintains ownership of any purchased items until full payment has been made.

#### **6. Euro and US Dollar Pricing**

All Total Solutions Technology machines are priced in Pounds Sterling. Pricing in US Dollars or Euros can be made if requested, however, while the Pound remains, it is necessary to consider exchange rate variations. Prices quoted therefore are based on the Bank of England 'mid-price' exchange rate on the date of the quotation. Total Solutions Technology reserve the right to review the Euro or Dollar pricing level of any order should the exchange rate vary by more than +/- 2% from the above, between the date of the quotation to the receipt of the final payment.

#### **7. Test Material**

Appropriate quantities of base materials are required at Total Solutions Technology delivered free of charge inclusive of any transport and handling charges. At the time of our order confirmation the timing and quantity of this material will be advised. If the customer requires any specific FAT activity to be undertaken appropriate material quantities should be additionally included in this consignment. Delays in the arrival of the test material may impact on the delivery date advised. Appropriate quantities of test material should also be made available for customer site installation, commissioning, and training. If specific SAT tests are to be undertaken this material should be prepared prior to Total Solutions Technology Engineer arrival.

#### **8. Commission, Training, and Installation**

Total Solutions Technology recommend the Purchaser provide a technician/operator(s) for commissioning and training at the Total Solutions Technology factory. This service will be provided free of charge (associated travel, hotel and subsistence for Purchaser's account) If requested Total Solutions Technology will install, commission equipment and train personnel at the Purchasers site will be subject to a quotation.

#### **9. Maintenance and Service Contract**

In conjunction with the Guarantee Total Solutions Technology provides a comprehensive ongoing Maintenance and Service Agreement which covers all Labour, Parts and Materials required to maintain the equipment to optimum performance and in safe and compliant operation. Full details on request.

#### **10. Conditions**

The Total Solutions Technology Limited standard conditions of sale shall apply.

This offer is not binding. It becomes binding at the time of our order Acknowledgement and on receipt of a customer's precise equipment specification & parts.

#### **11. Validity**

This offer is valid for 90 days from the date of quotation.

## **12. Specification and Guarantee**

Specifications and tolerances of machines are as published in our literature.

The Standard Total Solutions Technology Terms and Conditions shall apply.