

PRINTED CIRCUIT BOARD ASSEMBLY & TEST

Printed Systems Ltd, Unit 6/7 Eastman Way, Stevenage, Hertfordshire SG1 4SZ
Tel: 01438 311211 sales@printsys.co.uk www.printsys.co.uk



Standard Terms & Conditions of Sale

1. Application

These terms and conditions govern the sale of all products and services (“Products”) by Printed Systems Limited (“Seller”) and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication outlined by the Seller to any potential purchaser (“Buyer”). These terms and conditions may only be waived or modified in a written agreement signed by an authorised representative of the Seller.

2. Orders and Quotations

All orders received are subject to acceptance by the Seller. Quotations provided by the Seller are valid for 30 days from the date of issue and are to be construed as invitations to treat and not offers and may be withdrawn or revised by the Seller at any time prior to the Seller's acceptance of the Buyer's order. All orders, once accepted by the Seller, shall be non-cancellable by the Buyer and non-refundable unless previously agreed by the Seller in writing.

3. Prices

Prices shall be as specified by the Seller and shall be applicable for the period specified in the Seller's quote. If no period is specified, prices shall be applicable for thirty (30) days. Subject to clause 2, the price payable for the goods shall be those contained in the Seller's quotation relating to such goods. The price payable for the goods shall be exclusive of VAT and any other tax or duties that shall be paid in addition. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in the Seller's costs or other circumstances beyond the Seller's reasonable control unless a fixed contract price is tendered or agreed in writing by the Seller prior to acceptance of an order.

4. Payment Terms

- 4.1 Payment shall be net thirty (30) days from the date of invoice or as otherwise specified by the Seller. Payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set off within thirty (30) days of the date of the invoice. The Buyer agrees to pay the entire net amount of each invoice from the Seller pursuant to the terms of each such invoice without offset or deduction.
- 4.2 The Seller reserves the right to withdraw or withhold the giving of credit to the Buyer as the Seller may in its sole discretion determine, and the supply of the goods shall then be conditional upon payment in advance by the Buyer.
- 4.3 The Seller reserves the right to charge interest on overdue accounts at the rate of 4% above the Bank of England base rate per annum to run from the due date for payment thereof until receipt by the Seller of the full amount whether before or after judgment.

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4.4 Under the Late Payment of Commercial Debts Regulations 2002, the Seller may exercise its statutory right to charge interest and an administration charge on all invoices overdue.

5. Bill of Materials and Free Issue Materials

5.1 Where the Seller is requested to manufacture the goods to the specification of the Buyer the Buyer will supply the Seller with a list of components, assembly drawings, specification and configuration levels which together will be known as the Bill of Materials (BoM). The Seller may accept or reject the BoM in its absolute discretion. Acceptance of the BoM by the Seller shall not imply any warranty that the goods will perform as the Buyer expects, as where the product design and/or functional specification is/are supplied by the Buyer, a warranty thereof by the Seller is rendered impossible.

5.2 The Seller reserves the following rights related to the BoM:

5.2.1 The Seller reserves the right to make such changes to the BoM as are necessary to conform to applicable health, safety and other statutory or regulatory requirements, or to reflect changes made by the manufacturer of the raw materials from which the Seller manufactures the goods provided that the quality and finish of the goods are not materially altered. The Buyer fully acknowledges and impliedly accepts any changes to the BoM as deemed necessary by the Seller.

5.2.2 Where the contract is agreed on the basis that the components will be supplied by the Buyer at its cost as free issue materials (FIM), it is agreed that the Seller can only complete the contract if the Buyer provides all the necessary materials in the correct format as specified in the BoM (as accepted by the Seller) and/or specified by the Seller in writing and without cost to the Seller. Where the Buyer is unable to provide the components and they are instead supplied or purchased by the Seller from another source, the Buyer shall reimburse to the Seller the quoted cost of those components.

5.2.3 All FIM must be supplied and delivered to the Seller's premises or such other location as the Seller specifies within the time frame specified by the Seller. Where FIM are delivered late and/or are of insufficient quantity and/or are faulty or defective and/or are not provided in the correct format and/or do not meet statutory or regulatory requirements, the performance of the contract may be delayed and/or increased costs may be incurred by the Buyer. The Seller shall have no responsibility for any such delays and/or increased costs and the Buyer shall be responsible for and shall indemnify the Seller in respect of any losses arising as a result of any such delays and/or increased costs.

5.2.4 The Seller will not be held liable or be held responsible for any defects in the failure or otherwise of any FIM supplied by the Buyer or specified materials acquired by the Seller on behalf of the Buyer.

5.2.5 All FIM supplied to the Seller must be clearly labelled and identifiable by reference to the BoM.

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- 5.2.6 Unless otherwise specified in writing, all FIM will be treated as lead-free and will be manufactured using such parameters and processes as the Seller in its absolute discretion decides are appropriate.
- 5.2.7 If the Buyer specifies in writing that a lead-free process is to be applied to a particular product then the Buyer will supply the Seller with a certificate confirming that the FIM are lead-free.
- 5.2.8 The Buyer is responsible for ensuring that the FIM which is certified as lead free in accordance with clause 5.2.7 are indeed lead free and further indemnifies the Seller against any and all losses including but not limited to consequential loss and loss of profits, costs and expenses arising directly or indirectly as a result of contamination in either the goods (or any part thereof) or the Sellers equipment.
- 5.2.9 In the event that the FIM for a particular product contains both leaded and lead-free parts, it will be the responsibility of the Buyer to direct in writing the method of production. In the absence of such direction lead-free processes will be used in hybrid manufacture of this sort.
- 5.2.10 The Seller reserves the right to retain all or any FIM supplied by the Buyer until all outstanding monies due to the Seller from the Buyer have been paid in full.
- 5.2.11 If any monies due to the Seller have not been paid in full within sixty (60) days of the due date, then the Seller reserves the right to sell any FIM supplied by the Buyer still in its possession at whatever price it (in its absolute discretion) decides and to use the sale proceeds in discharge of any outstanding indebtedness and its reasonable costs arising in connection with such sale.

6. Delivery

- 6.1 Delivery dates are estimates only, are not of any contractual effect and the Seller shall not incur any liability by reason of failure to deliver on any particular date or dates. Delivery shall be at the Seller's premises unless otherwise stipulated or agreed in writing by the Seller. The prices are exclusive of all delivery charges which shall be borne by the Buyer unless specifically agreed by the Seller in writing.
- 6.2 Delivery may be made by instalments unless otherwise stipulated or agreed by the Seller. Where goods are delivered in instalments each delivery shall constitute a separate contract and will be charged in accordance with clause 4, including delivery charges as per clause 6.

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- 6.3 If the Buyer refuses or fails to take delivery of goods tendered within five working days, unless a different period is agreed by the Seller in writing in advance, the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store, at the risk and cost of the Buyer, any goods where the Buyer refuses or fails to take delivery. The Buyer shall in addition to the purchase costs incurred, pay all costs of such storage and any additional costs including any transportation and insurance charges incurred as a result of such refusal or failure. The Seller shall without prejudice to its other rights be entitled, after the expiration of three (3) months from the date when the goods were available for delivery, to dispose of the goods in such manner as the Seller may determine. Any FIM held in stock will be taken in part payment.
- 6.4 While the Seller understands that the Buyer may occasionally require a delay in the delivery of goods, any such delay shall be subject to the Seller's prior written consent at the Seller's absolute discretion. Notwithstanding the foregoing, the Seller reserves the right to invoice the Buyer and demand immediate payment for any materials, finished goods, or partially finished goods, in line with the timeframe outlined in Clause 6.3.

7. Risk and Title

- 7.1 Risk shall pass from the Seller to the Buyer on the date the goods are tendered for delivery. Full and complete title to the goods shall remain with the Seller until such time as payment has been made in full of the agreed price and all other monies due by the Buyer to the Seller. Until receipt of such payment by way of cleared funds, the Buyer shall have possession of the goods as the fiduciary agent and bailee for the Seller and shall store the goods in such a way as to enable them to be identified as the property of the Seller, provided that where the Buyer has advised the Seller in writing that it is purchasing the goods for resale, the Buyer may in the ordinary course of its business sell and deliver the goods to a third party on the condition that until such payment as aforementioned, the Buyer shall hold all the proceeds of such sales in trust for the Seller and in a separate account. The Buyer hereby also undertakes in any such case forthwith, upon being so requested by the Seller, to assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales until payment is made in full as aforesaid.
- 7.2 The Seller reserves the right to repossess any goods in respect of which payment is overdue and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller and its employees and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.

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8. Export Sales

- 8.1 In any case where goods are sold CIF or FOB or on the basis of other international trade terms the meaning of such term contained in Incoterms shall apply as amended from time to time except where inconsistent with any provisions contained herein.
- 8.2 Payment for international orders, as for domestic orders, shall be subject to agreed payment and credit terms and unless otherwise agreed by the Seller in writing, shall be by advance bank transfer.

9. Acceptance of Products and Product Returns

Inspection and acceptance of the Products shall be the Buyer's responsibility. The Buyer shall inspect the goods on receipt and shall within fourteen (14) days give notice to the Seller in detail of any ground on which the Buyer alleges that the goods are not in accordance with the BoM or defective in material or workmanship. If the Buyer fails to give such notice the goods shall be conclusively presumed to be in all respect in accordance with the contract and the Buyer shall be deemed to have accepted the goods accordingly and those goods shall no longer be subject to any challenge.

10. Warranty and Liability

- 10.1 The Seller warrants that upon delivery to the Buyer, the Products purchased shall conform to the applicable manufacturer's specifications for such Products as provided to the Seller.
- 10.2 Save where the Seller offers an express written warranty for specific goods on alternative terms and subject at all times to clause 5, the Seller warrants that the goods will substantially conform to the BoM (if any) and will be free from defects of workmanship which under proper use appear in such part or parts of the goods as have been manufactured by the Seller within a period of twelve (12) months from the date goods are tendered for delivery. No claims will be accepted under this warranty unless alleged defects are notified to the Seller immediately upon becoming apparent and in any event prior to the expiry of the said period of twelve (12) months. The Seller shall pass through to the Buyer any warranties provided by the suppliers or manufacturers of materials supplied by the Seller or free-issued to the Seller. However, the Seller's warranty shall not cover the rectification of any defects in the materials themselves, which shall be governed solely by the applicable supplier's or manufacturer's warranty.
- 10.3 Notwithstanding clause 10.2, the Seller does not warrant that the goods (provided they are manufactured in accordance with the Buyer's requirements in the BoM accepted by the Seller) will perform to the standard or in the manner the Buyer expects and the Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller by any third party as a direct or indirect result of the use of the goods.
- 10.4 For the avoidance of doubt, the Seller shall have no responsibility for faulty, defective or unsuitable FIM supplied by the Buyer or materials acquired by the Seller at the request or on behalf of the Buyer and the Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller by any third party as a direct or indirect result of such faulty, defective or unsuitable FIM.

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- 10.5 Where the Seller is found to be liable under clause 10.2, the Seller shall at its option repair or replace such goods at its cost provided always that defective goods are promptly returned by the Buyer to the Seller's premises and become the property of the Seller if replaced. Where such repairs and or replacements are deemed necessary and require the replacement of FIM, the Buyer will provide the correct FIM at the Buyer's cost.
- 10.6 The Seller shall not be liable to the Buyer:
- 10.6.1 For any shortfall in the quantity of goods delivered unless the Buyer notifies the Seller of such alleged shortfall within fourteen (14) days of receipt of the goods.
- 10.6.2 For defects in the goods caused by any act, neglect or default of the Buyer or of any third party or by the fair wear and tear or by the use or storage of the goods otherwise than in accordance with the Seller's instructions.
- 10.6.3 For any modifications, alterations, or changes made to the goods by the Buyer, regardless of the extent or nature of such modifications. Furthermore, the Seller shall not be held liable or responsible for any issues, defects, malfunctions, or consequences arising from the integration, interconnection, or operation of the goods with any other goods, products, systems, or components not manufactured or supplied by the Seller. This exclusion of liability extends to any claims, damages, or losses resulting from the use of the goods as a sub-assembly or component within another product or system.
- 10.7 Where the Seller is found to be liable under condition 10.6 above the sole responsibility of the Seller shall be to make good any shortfall or non-delivery.
- 10.8 The Seller's aggregate liability whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer under this contract. In no case will the Seller have any liability for indirect or consequential loss, loss of profit or loss of data.
- 10.9 The Seller's prices are determined on the basis of the limits of liability set out in this clause 10.
- 10.10 In the event that the Buyer breaches any of its obligations under this Agreement, the Buyer shall indemnify and hold harmless Seller from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable legal costs, arising out of or relating to such breach.
- 10.11 WITHOUT PREJUDICE TO THE PRECEDING PROVISIONS OF THIS CLAUSE 10, THE SELLER CANNOT, UNDER ANY CIRCUMSTANCES, ACCEPT ANY LIABILITY WHATSOEVER FOR GOODS THAT ARE SOLD OR EXPORTED, KNOWINGLY OR UNKNOWINGLY, EITHER DIRECTLY OR INDIRECTLY TO THE UNITED STATES OR CANADA AND THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ANY AND ALL LIABILITIES, CLAIMS AND COSTS INCURRED OR MADE AGAINST THE SELLER BY ANY THIRD PARTY AS A DIRECT OR INDIRECT RESULT OF SUCH SALE OR EXPORT.

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11. Use of Products

Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications where product failure could result in personal injury, loss of life or catastrophic property damage. Products sold by the Seller are manufactured according to the Buyers specification. The Seller accepts no liability whatsoever for their functionality, design, intellectual property, regulatory compliance or suitability for use in any given application.

12. Export Control, Licences and Consents

- 12.1 The sale and export of Products may be subject to applicable export control laws and regulations. The Buyer is responsible for obtaining any required licenses or consents for the acquisition, carriage or use of the goods.
- 12.2 If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price. Any additional costs, expenses and charges incurred by the Seller resulting from such failure shall be the responsibility of the Buyer and the Buyer shall indemnify the Seller in respect of such additional costs, expenses and charges.

13. Force Majeure

- 13.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct result or indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, power failure, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials by the Seller's normal source of supply including imports or the manufacture of the goods by the Seller's normal means or the delivery of goods by the Sellers normal route or means of delivery.
- 13.2 If due to such events or circumstances the Seller has insufficient stocks to meets all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

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14. Insolvency and Default

If the Buyer enters into a deed of arrangement or is declared bankrupt or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or resolution is passed for winding up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver is appointed or an application made to the Court for the appointment of an administrator in respect of any of the Buyer's assets or undertakings or if circumstances arise which entitle the Court or creditor to appoint a receiver or manager or which entitle the Court to make a winding up order or if the Buyer takes or suffers any similar analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer, the Seller shall have the right without prejudice to any of its other rights to stop any goods in transit and/or suspend further deliveries and/or by notice in writing to the Buyer to terminate the contract.

15. Insurance

- 15.1 The Buyer is required, at the time of issue of any and all FIM to the Seller, to notify the Seller of its value. Any liability on behalf of the Seller or its insurers will be strictly limited to the trade value of the FIM only and will specifically exclude any software or third party obligations. Where particular FIM requires additional levels of cover, the Seller must be notified in writing at least two days prior to delivery and the Seller reserves the right to pass on to the Buyer any additional premiums required by the Seller's insurers to cover at cost, plus an administration charge, the amounts of any excess premiums. The Buyer will be notified in writing as to the additional cost, which is payable on demand.
- 15.2 For the avoidance of doubt, where FIM delivered to the premises of the Seller are of a high value, whether as individual components or in the form of a completed or partially completed assemblies, the Seller must be notified in writing as detailed above. Failure to notify the Seller or to pay the additional premium as above, may result in a limited insurable liability, as specified above, in the event of damage being sustained, and an insurance claim being issued.

16. Intellectual Property and Statements/Advice

- 16.1 If statements or advice, technical or otherwise, are offered or given to the Buyer, such statements or advice shall be deemed to be given as an accommodation to the Buyer and without charge and the Seller shall have no responsibility or liability for the content or use of such statements or advice.
- 16.2 If an order includes software or other intellectual property, such software or other intellectual property is provided by the Seller to the Buyer subject to the copyright and user licence, the terms and conditions of which are set forth in the Licence Agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such Licence Agreement. The Seller bears no liability for breaches of intellectual property based on products manufactured to the Buyer's specifications. The Buyer must at all times ensure that the specifications provided to the Seller, comply with intellectual property rights.

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17. General Provisions

- 17.1 Where any matter in these conditions requires the agreement of the Seller in writing such agreement shall not be constituted or deemed to be given by the submission of the Buyer to the Seller in any form. In all circumstances these Terms and Conditions will take precedence.
- 17.2 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times hereafter.
- 17.3 Notices shall be deemed to have been duly given if sent by prepaid first class post or email to the party concerned at its last known address. Notices sent by post shall be deemed to have been given three days after despatch and notices by email on the date of despatch.
- 17.4 The parties do not intend that any provision of these conditions or the contract between them are to be enforceable by a third party and accordingly the Contract (Rights of Third Parties) Act 1999 is hereby excluded.
- 17.5 Any dispute arising under or in connection with these conditions or the contract between the Seller and the Buyer shall first be referred to mediation by a single mediator appointed by agreement or (in default) nominated on the application of either party by the Centre for Dispute Resolution and if mediation fails to achieve a settlement such dispute shall then be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.
- 17.6 This contract shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.
- 17.7 Each of the foregoing conditions constitutes a separate and independent provision so that if one or more are held to be invalid or unenforceable for any reason whatsoever then the remaining conditions will be valid and enforceable to the extent that they are not held to be invalid or unenforceable.
- 17.8 As used herein, the singular includes the plural and vice versa.
- 17.9 Neither party may assign or transfer any rights, duties, agreements or obligations under these Terms and Conditions, whether by operation of law, merger or otherwise, without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void and of no effect. Notwithstanding the foregoing, the Seller may have its obligations performed by its divisions, subsidiaries or affiliates.

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17.10 These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees.

17.11 No waiver of any provision or breach of these Terms and Conditions shall constitute a waiver of any other provision or breach.

The Buyer acknowledges receipt of and accepts the contents of these terms and conditions which shall apply to all sales of goods by the Seller to the Buyer and which shall prevail over and apply to the exclusion of any terms and conditions contained in or referred to in the Buyer's order or correspondence or elsewhere or implied by trade, custom, practice or course of dealing.

Printed Systems Limited: v2.0 June 2024

