

## **Terms and Conditions of Business**

### **General**

The “seller” is Electronic Excellence Ltd. The “buyer” is any person or company who buys or has agreed to buy goods from the seller. “Goods”, means goods or services provided by the seller in accordance with the sellers standard terms and conditions.

### **Price**

Quotations, unless previously withdrawn are open for acceptance by seller within 30 days only from quotation date. Prices quoted are ex-works and do not include VAT or other taxes. Prices to the buyer are not subject to change without written notice and agreement after the date of sellers acceptance of buyers order. Where seller has incurred an increased cost due to exchange rate change, import duty change or unknown freight charge, no change to the original Purchase order may be implemented without prior written agreement.

### **Delivery**

Delivery dates quoted by seller are best estimates only and in regard to such dates, time shall be deemed to be of the essence. Late delivery does not entitle buyer to cancel his order, without due cause and written agreement. Non delivery of goods, or receipt of damaged goods must be notified to seller and nominated carrier within 10 days of receipt of invoice for said goods. Invoice will be sent separately via email to a nominated address within 24 hours, or one working day from Dispatch of goods.

### **Payment**

All Payments must be made via Direct Bank Transfer into our nominated account.

Payment is due on demand but in any case must be paid as stated on the relevant invoice. The seller reserves the right to suspend deliveries where payment is not received in accordance with these conditions of sale.

### **Ownership and Risk**

The risk in the goods shall pass to the buyer on delivery of the goods. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and services supplied by the seller under any contract whatsoever. Payment of the full price shall include, without limitation, all incidentals incurred in supplying the items purchased. This may include freight and duties, or tooling charges for example. These will be added to the PO only if agreed in writing between the Buyer and the Seller and reflected separately in the agreed Purchase Order and Invoice.

### **Cancellations and Reschedules**

Requests to cancel or reschedule orders must be made in writing by the buyer to the seller. The seller is under no obligation to accept such cancellations or reschedules. Without prejudice, the seller reserves the right to make a charge on the buyer to recover the costs and loss of profit incurred by seller due to such cancellation or reschedule.

### **Change of Design**

The goods will be supplied exactly to the design described in the order.

Whilst every effort is made by the seller to ensure the accuracy of any technical data or literature made available in relation to the goods, the supplier accepts no liability for any damage or injury arising from any

errors or omissions in such technical data. The seller makes no guarantee that products offered as an alternative to a request for quotation or supply of products by the buyer, will be an exact alternative, and it will be the responsibility of the buyer to fully test any such product before purchase. As such, the buyer accepts that they have no claim whatsoever on the seller, in the event of non-conformance of such products.

### **Warranty**

The seller guarantees to refund the cost of or at its discretion to repair or replace free of charge, any of the goods found to its satisfaction to be defective owing to faulty design, materials or workmanship within 30 days of the date of delivery to the buyer, provided that in the case of goods, not of the sellers manufacture, its liability under this clause shall in no circumstances extend beyond any corresponding liability to the seller or manufacturer of such goods.

All other warranties, conditions and statements, expressed or implied, statutory or otherwise, are excluded. Subject as aforesaid, the seller shall be under no liability in contract or in tort for any loss, damage, death or injury arising directly or indirectly out of the supply or use of the goods.

### **Force majeure**

The seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations to the buyer, due to any cause of whatsoever nature outside of the reasonable control of the seller including but not limited to causes arising from acts or omissions of the buyer.

### **Origin of goods**

The seller makes no representation and gives no warranty in respect of the source or origin of the manufacture of the goods.

### **Export control regulations**

Some or all of the goods supplied by the seller may be subject to export control regulations. Such goods may not be exported by the buyer without prior approval of the relevant authorities. It is the responsibility of the buyer to obtain such approval.

Under no circumstances shall the seller be liable for any loss or damages incurred by the buyer as a result of buyers contravention of any export control regulations.

### **Law**

These conditions shall be governed and construed in accordance with the laws of Northern Ireland January 2005.

**Signed:** \_\_\_\_\_ **Dated :** \_\_\_\_\_

**On Behalf of :** \_\_\_\_\_