

**SST Sensing  
Standard Terms and Conditions**

### 1. Acceptance

Unless previously withdrawn, the Company's proposals are open for acceptance with either:

- a) the validity period stated in such proposals or
- b) in the absence of such period within 30 days only of the date of any such proposals

It shall be sufficient in the event of the withdrawal of the Company's proposals that such withdrawals shall be drawn to the attention of the Purchaser either orally or in writing which includes e-mail and facsimile. Acceptance of the Company's proposals must be in writing and shall only be binding when actually received by the Company.

### 2. Delivery

The place of delivery is at the Company's place of business. The time for delivery of goods shall be extended for a reasonable period if delay in the delivery of goods is caused by instruction or lack of instruction from the Purchaser or by an industrial dispute or any circumstances beyond the Company's reasonable control and in any event it is agreed that time for delivery shall not be of the essence.

### 3. Risk of Loss or Damage

The risk of loss or damage to goods shall pass to the Purchaser on delivery. If the goods are lost or damaged in transit the Company will take all reasonable steps to assist the Purchaser's claims against the carrier for such loss or damage but the Purchaser must notify the carrier and the Company within three days of receipt of the goods or in the case of non-delivery within 14 days of the date of the Company's advice note.

### 4. Prices and Terms of Payment

- a) Prices are subject to correction for error. Prices given are subject in variation as hereinafter provided. The prices of goods will be those ruling at the date of despatch of goods except where paragraph "c" below applies.
- b) Payment shall be strictly 30 days from the date of invoice issued on delivery. Such invoice being deemed to have been delivered two days following the date of posting thereof.
- c) Any balances outstanding which are greater than 30 days will place the account on immediate hold without further notification, until the balance has been cleared in full.
- d) On all goods for destination outside the United Kingdom and Republic of Ireland, terms of payment are net cash by irrevocable letter of credit or sight draft with documents attached.
- e) All payments shall be made in the currency of the United Kingdom or if appropriate of the Republic of Ireland. If the Purchaser delays in making its payment to the Company, the Company shall be giving reasonable notice in writing to the purchaser of its intention to invoke this sub-clause be entitled to interest on the sum due from the time fixed for payment as above at the rate of 2% per month or such other rate of interest as may be notified to the purchaser.
- f) Subject to prior sale; offer subject to change without notice. The offer was made based on the current rate of exchange applicable for the purchase and/or sale of foreign currency. In the event of currency fluctuations or changes in market prices the Company reserve the right to adjust the prices accordingly. The prices and delivery times quoted shall apply subject to compliance by our manufacturers.
- g) Any quotation is given on the basis that it is not an offer, it may be withdrawn by the Company at any time without notice, and no contract shall exist until the Company issues an acknowledgement of order to Customer or (if earlier) the Company delivers Goods to Customer.
- h) Any quotation, unless expressly stated, is valid for a period of 30 (thirty) days only from its date, provided that the Company has not previously withdrawn it.
- i) Customer shall not be entitled to cancel any order, accepted quotation or Contract, except where such cancellation has been accepted by the Company (at its sole discretion) and unless Customer fully indemnifies the Company in respect of all losses, costs and expenses incurred up to acceptance of a notice of cancellation. In the event that the whole or part of an order, accepted quotation or Contract is cancelled by Customer, the Company shall be entitled to full payment under Contract.
- j) All Goods are sold on a firm sale basis. The Company will not take back any goods not required or sold by Customer, unless otherwise agreed on the following terms. Any returns must be pre-authorised by the Company. Any returns must be un-used, un-damaged and in their original packaging. The return of Goods will only be considered if the Goods are in saleable condition and can be re-sold, this does not include bespoke items which are excluded from return unless found to be faulty (see section 7). If the Company agrees to accept the return of goods Customer will be responsible for the cost of carriage and will ensure that the Goods are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. All returns will be fully inspected and tested before any credit is offered to Customer. If credit is authorised following the return of Goods a minimum fee of 25% of the total invoice value will be applied by the Company (at its sole discretion). This fee may be higher depending on the condition of the Goods. Credit will not be authorised if the Goods are found to be of inferior quality in any way.

### 5. Taxes

The amount of any and all present or future taxes or other governmental charges upon the production shipment or sale of the goods shall be added to the price and paid by the purchaser notwithstanding any of the provisions of Clause 4 hereof.

### 6. Health and Safety at Work Act

The Company having taken all reasonably practical steps to comply with the requirements of the Health and Safety at Work Act 1974, the Purchaser undertakes to ensure that all goods supplied by SST Sensing are properly used and further to ensure that the installation and operations of such goods at the place of work should be safe and without risk to health. It is further agreed that the purchaser's written acceptance of the Company's proposals as provided by Clause 1 hereof shall be deemed in the absence of a specific undertaking to incorporate an undertaking by the Purchaser to take specific steps sufficient for the purposes of the said Act to ensure so far as it is reasonably practicable that the products and equipment will be safe and without risk to health when properly used. The Purchaser further agrees that in respect of any liability being found to attach to the Company with regard to the provisions of the said Act arising out of any matter relating to the use of the product and equipment so to indemnify the Company in respect of any costs claims actions or liability arising under the said Act.

### 7. Warranties and Liability

- a) The Company will free of charge make good by repair, or by its option, by the supply of a replacement, defects which under condition of proper use appear in any goods manufactured by it and which arise solely from faulty design or materials or workmanship provided that the equipment is returned carriage paid to the place of shipment or dispatch within 12 months after the date of shipment or dispatch by the Company. The Company, may, at its option, issue a credit note to the Purchaser for goods returned under this clause. If inspection by the company does not disclose a defect within the terms of this warranty, the Company's regular charges will be payable.
- b) The Company shall be under no liability in respect of any defects in goods arising from any drawing, design or specifications supplied by customer.
- c) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage or negligence by Customer or persons using Goods, or misuse or alteration or repair of Goods without the Companies instruction or approval.
- d) If the Company supplies goods not manufactured by it (i.e. not identified by the company's part number) such products will carry only such warranty as is provided by the actual manufacturer of such goods and no further liability therefore shall attach to the Company.
- e) The purchaser agrees to indemnify the Company again against any loss or damage that may arise through the use or supply by the Purchase or orders of the goods.
- f) The company shall not be liable to Customer for loss of profit; loss of revenue; loss of or depletion of goodwill; loss of anticipated savings; loss of business opportunity; loss of data or use of data; injury to reputation; or any indirect, consequential or special loss or damage, regardless of form of action, whether in contract, strict liability or tort (including, without limitation, negligence) and regardless of whether the Company knew or had reason to know of possibility of the loss, damage or injury in question.

### 8. Drawings and Specification

All specifications illustrations drawings and other particulars supplied are as accurate as possible, but none of these form part of the contract between the parties. Certified outline drawings will be supplied on request.

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**9. Title**

- a) The property in all goods supplied to the Purchaser by the Company whether by this or any subsequent contract between the said parties (hereinafter "the goods") shall remain in the Company until the Purchaser has paid to the Company in full the contract prices of the goods.
- b) Until payment as above the company shall preserve the goods separately from any other goods in its possession and recognisable as such.
- c) In the event of non-compliance by the Purchaser with any term as to payment for the goods, the Company may by its duly authorised representative and on not less than 24 hours' notice enter the premises of the Purchaser and remove the goods or any of them.
- d) In the event that the purchaser merges the goods or any of them with others to produce products for resale (hereinafter "the products") the Purchaser shall retain the products on behalf of the Company as surety for full payment as above, but may sell the products on condition that, until the Purchaser makes payment in full for the goods to the Company, the proceeds of sale of the products or any of them shall be held in trust by the Purchaser for the Company.
- e) For the avoidance of doubt any part payment by the Purchaser of the price of the goods to the Company shall be appropriated by the Company first toward to the price of the goods merged into the products as in (d) above and thereafter at the Company's sole discretion.

**10. Intellectual Property and Design**

For all orders placed on the company all design documentation, knowledge, know how, tools, jigs, fixtures, process equipment, drawings, specification, intellectual property, copyright, test data, product knowledge and related materials remain wholly owned by the company unless a written agreement is in place between the purchaser and the company. The purchaser should not disclose any of this without written consent to do so. All intellectual property rights (to include (without limitation) any patent, copyright, design, trade mark or other registered or unregistered industrial or intellectual property rights and any know-how) (the "Intellectual Property") in Goods are owned by the Company.

**11. Force majeure**

The company reserves the right to defer date of delivery or to cancel Contract or reduce volume of Goods ordered by Customer (without liability to the company) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company provided that, if the circumstances in question continue for a continuous period in excess of 365 (three hundred and sixty five) days, Customer shall be entitled to give notice in writing to B&P to terminate Contract.

**12. Entire Agreement**

The terms and conditions of the proposal constitute the entire agreement in relation to the sale of the equipment or services and all goods and on modification or waiver thereof shall be valid unless made in writing expressly for the purpose and signed by the authorised officer or representative of the Company and of the Purchaser.

**13. LAW**

The construction or validity and performance of these terms shall be governed by the Laws of Scotland.