
Weiss Technik UK Limited
Terms and Conditions of Purchase

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1. INTERPRETATION:

1.1 In these Conditions the following words and expressions have the following meanings:

Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Counterfeit Material	any material whose origin, age, composition, configuration, certification status or other characteristic (including whether or not it has been used previously) has been falsely represented by: (a) misleading marking of the material, labelling or packaging; (b) misleading documentation; or (c) any other means, including failing to disclose information.
Conditions	the terms and conditions set out in this document.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with the Order, the written acceptance referred to in clause 2.3, and these Conditions.
Customer	WEISS TECHNIK UK LIMITED (registered in England and Wales with company number 03659232) or any other company which is a member of the same group as Weiss Technik UK Limited, "group" having the meaning defined in Section 1261 of the Companies Act 2006.
Customer's Policies	the Customer's mandatory policies appended to these Conditions as varied from time to time by notice to the Supplier.
Documentation	all drawings, plans, models, details, specifications, calculations, software and other work generated in the course of the creation or supply of the Goods or the carrying out of the Services.
Force Majeure	an event or circumstance beyond a party's reasonable control.
Goods	the tangible goods (or any part of them) set out in the Order.
Intellectual Property Rights	all patents, utility models, copyright (including rights in computer software), rights in designs, database rights, know-how, and all similar or

equivalent rights or forms of protection (including the right to apply for such protection).

Order	the Customer's order for the Goods, as set out in the Customer's purchase order or other documentation requesting the Supplier to supply the Goods and, where applicable, the Services.
Price	the price or prices of the Goods and, where applicable, the Services as stated in the Order or as adjusted in accordance with the Contract.
Quotation	the Supplier's proposals for the supply of the Goods and, where applicable, the Services submitted to the Customer at the Customer's request.
Services	any activities set out in the Order and required to support the supply of the Goods, including delivery, installation, commissioning, training or other similar activity.
Specification	any specification for the Goods and, where applicable, the Services, that is contained in the Quotation or otherwise agreed in writing by the Customer and the Supplier.
Supplier	the person or firm from whom the Customer purchases the Goods.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to **writing** or **written** includes faxes and e-mail (unless otherwise expressly provided in the Contract).
- 1.5 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force on the date the Contract is entered into and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it, except to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

2. BASIS OF CONTRACT

- 2.1 The Contract incorporates these Conditions to the exclusion of any other terms that the Supplier seeks to impose or incorporate, whether in the Quotation or otherwise.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and, where applicable, the Services in accordance with these Conditions.

- 2.3 The Order shall be deemed to be accepted when the Supplier issues a written acceptance of the Order does any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 2.4 In the event of any conflict or inconsistency between the Conditions, the Order, the Quotation or the Specification, the conflict or inconsistency shall be resolved by giving precedence in the following order:
- 2.4.1 the Conditions;
 - 2.4.2 the Order;
 - 2.4.1 the Specification;
 - 2.4.2 the Quotation.
- 2.5 The Supplier warrants that it has not offered or given and will not offer or give, whether directly or indirectly, to any employee of the Customer or any third party engaged by the Customer any payment or gift which may reasonably be regarded as an inducement or reward for showing favour or disfavour to any person in relation to the Contract.
- 2.6 The Supplier warrants that it has not been and will not be a party to any concerted practice or agreement between undertakings or decision between undertakings materially affecting the formation or operation of the terms of the Contract and which has as its object or effect the prevention, restriction or distortion of competition.
- 2.7 The Supplier shall, in the course of performing its obligations under the Contract, comply with the Customer's Policies.

3. GOODS

- 3.1 The Goods are described in the Order as supplemented by the Specification.
- 3.2 The Customer may inspect and test the Goods at any time before delivery, and the Supplier shall provide such facilities as the Customer may reasonably request for that purpose. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.3 If following such inspection or testing the Customer informs the Supplier that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 5.1, the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 The Supplier shall at its own cost obtain and maintain in force all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.5 All Goods shall be properly packed and marked, and all packaging must be clearly identified and include the following information:
- 3.5.1 the nominal weight of the goods;
 - 3.5.2 any special handling requirements; and
 - 3.5.3 any specialist warning labels/notices.

4. DELIVERY

- 4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree.
- 4.2 The Supplier shall give the Customer not less than ten Business Days' notice that the Goods are ready for delivery.

5. WARRANTY AS TO QUALITY

- 5.1 The Supplier warrants that the Goods shall:
 - 5.1.1 conform in all material respects with their description in the Quotation and the Specification;
 - 5.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
 - 5.1.3 be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication;
 - 5.1.4 be free from material defects in design, material and workmanship; and
 - 5.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 5.2 If some or all of the Goods do not comply with the warranty set out in clause 5.1 and the Customer gives notice of such non-compliance in writing to the Supplier not later than 15 months from the date of delivery, the Supplier shall, at the Customer's option, either repair or replace the defective Goods, or refund the price of the defective Goods in full, provided that:
 - 5.2.1 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.2 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier.
- 5.3 Clause 5.2 shall apply in relation to any repaired or replaced Goods supplied by the Supplier until the expiry of the period referred to in clause 5.2 or the expiry of a period of 6 months from delivery of the repaired or replaced Goods, whichever is the later.
- 5.4 Clauses 5.1, 5.2 and 5.3 are in addition to the Customer's rights and remedies conferred or implied by statute and common law.

6. TITLE AND RISK

The title and risk in the Goods shall pass to the Customer when they are delivered to the Customer's premises and accepted by the Customer.

7. SERVICES

To the extent that the Quotation or the Specification includes the provision of Services by the Supplier:

- 7.1 the Supplier shall provide the Services using reasonable skill and care;
- 7.2 the Customer shall provide all reasonable facilities for the provision of the Services; and
- 7.3 if the Supplier is unable to provide the Services for a period exceeding six months due to Force Majeure, the Supplier will no longer be obliged to provide them, and the Customer will no longer be obliged to pay for them.

8. CHANGES TO THE SUPPLY

- 8.1 The parties may, without vitiating the Contract, agree in writing a change to the nature or quantities of the Goods or the Services to be supplied under the Contract.
- 8.2 Following such a change, an adjustment shall be made to the Price, and to any time period for the delivery of the Goods and, where applicable, for the provision of the Service. Such adjustment shall be as agreed between the parties or, in the absence of such agreement, a reasonable adjustment, having regard to the nature of the change, shall be made.

9. PRICE AND PAYMENT

- 9.1 Unless expressly stated otherwise in the Order, the Price includes the costs of packaging, freight, transport and import duties or taxes.
- 9.2 The Price is exclusive of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate on receipt of a valid VAT invoice.
- 9.3 The Price shall be payable on the later of 30 days from the date of completion of delivery and the date of receipt by the Customer of a valid VAT invoice.
- 9.4 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.
- 9.5 If the Customer fails to make any payment due to the Supplier under the Contract by the final date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

10. TERMINATION

- 10.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 10.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 10.2.1 the Supplier takes any step or action in connection with its entering administration, liquidation or any arrangement with its creditors (other than in relation to a solvent restructuring), or has a liquidator or receiver appointed to any of its assets, or ceases to carry on business, or undertakes any step or action in connection with an analogous procedure in the relevant jurisdiction; or
- 10.2.2 the Supplier commits a material breach of the Contract and (if such breach is remediable) fails to remedy the breach within 5 Business Days of being notified in writing to do so;
- 10.3 On termination of the Contract under clause 10.2 the Customer will be entitled to reject the Goods, and the Supplier shall immediately repay to the Supplier any sums paid to by the Customer for the Goods.
- 10.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

11. INTELLECTUAL PROPERTY

- 11.1 The Supplier shall remain the owner of the Intellectual Property Rights in the Documentation, but the Supplier grants to the Customer an irrevocable, non-exclusive, royalty-free licence to use the Documentation in connection with the use of the Goods for the purposes of the Customer's business.
- 11.2 The Supplier shall, as a condition of completion of delivery, provide to the Customer one complete set of the Documentation free of charge and shall provide such further copies as the Customer may reasonably request upon payment of the Supplier's reasonable printing charges.

12. CONFIDENTIALITY

- 12.1 Except as permitted by clause 12.2, neither party shall disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12.4 Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.

13. COUNTERFEIT MATERIAL

- 13.1 The Supplier warrants that it has in place, and will comply with, a policy for the prevention and detection of Counterfeit Material, and shall supply to the Customer a copy of such policy on the Customer's reasonable request.
- 13.2 Where they are obtainable from the manufacturer or its authorised distributor, the Supplier shall source all components and materials for incorporation in the Goods from such manufacturer or authorised distributor. In any other case, the Supplier shall take all practicable steps to trace the source of supply through the supply chain to the manufacturer.
- 13.3 The Supplier shall provide to the Customer, no later than the date when the Goods are delivered, such information and documentation as is necessary to enable the Customer to understand the source of supply of the components and materials incorporated in the Goods.
- 13.4 If the Customer reasonably suspects that any Goods contain Counterfeit Material, the Customer may notify the Supplier accordingly. If the Supplier does not within 14 days of the Customer's notice provide evidence that the relevant Goods do not contain Counterfeit Material, the Customer may, by notice to the Supplier, reject them. In that event:
- 13.4.1 the Supplier shall refund the Price, or such part of it as is attributable to the relevant Goods, to the Customer in full; and
- 13.4.2 the Customer may retain the relevant Goods unless and until it is satisfied that they are not required for the purposes of any criminal investigation and that there is no risk of any Counterfeit Material re-entering the supply chain, in which case the Customer shall return the relevant Goods to the Supplier.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from Force Majeure. If the period of delay or non-performance continues for more than 6 months, either party may terminate the Contract by giving not less than 10 Business Days' written notice to the other party.

15. ASSIGNMENT AND OTHER DEALINGS

15.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

15.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

16. ENTIRE AGREEMENT

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the documents forming the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the documents forming the Contract.

17. VARIATION

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). A change to the supply in accordance with clause 8 is not a variation of the Contract.

18. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. NOTICES

19.1 Any notice or other communication given under or in connection with the Contract must be in writing delivered personally or sent by first class post to the relevant party's registered office or its principal place of business or to such other address as that party may have specified to the other party in writing. Any notice sent by post is deemed to have been duly given on the third business day following the date on which it was sent by post.

19.2 Any notice sent by e-mail to the Customer must be sent to info.gb@weiss-technik.com or such other e-mail address as the Customer may have notified to the Supplier for the purpose. Any notice sent by e-mail to the Supplier must be sent to such e-mail address as the Supplier may have notified to the Customer for the purpose.

19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. RECKONING OF PERIODS OF TIME

20.1 Where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date.

20.2 Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales, that day is excluded.

21. LANGUAGE

The language of the Contract is English unless the parties agree otherwise in writing.

22. THIRD PARTY RIGHTS

Except as permitted by clause 15, no one other than a party to the Contract shall have any right to enforce any of its terms.

23. GOVERNING LAW AND JURISDICTION

23.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.