

# TERMS AND CONDITIONS OF BUSINESS

## The following terms shall have the following meanings:

1. **PDIL** – Precision Devices International Limited, whose Registered Office is at Sovereign House, Gilcar Way, Wakefield Europort, Castleford WF10 5QS and the Registered Number of which is 04805351.
2. **The Customer** – Any person, firm or corporate body whose order is accepted by PDIL.
3. **Contract** – Agreement for the supply of Goods by PDIL to The Customer.

## EXISTENCE OF CONTRACT

4. No Contract shall exist until The Customers order is accepted by PDIL in writing.
5. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by The Customer.

## RISK AND TITLE

6. Risk in relation to Goods shall pass to The Customer upon delivery to the premises stipulated by The Customer in its order. Notwithstanding the earlier passing of risk, title in the Goods shall remain with PDIL and shall not pass to The Customer until the amount due under PDIL's invoice (s) (including interest where applicable and costs) has been paid in full.
7. Until title passes
  - i) The Customer shall hold the Goods as bailee for PDIL and shall keep, store or mark them so that they can at all times be identified as the property of PDIL.
  - ii) Should The Customer mix the Goods with other goods or use them in the manufacture of other products title to such other goods and products shall also rest with PDIL.
8. Should The Customer sell the Goods prior to paying for them in full notwithstanding the reservation of title to PDIL The Customer shall forthwith account to PDIL for the proceeds of such sale.

## PRICES, PAYMENT, INTEREST ON OVERDUE PAYMENTS AND SHORT DELIVERIES

9. Goods shall be invoiced at the prices prevailing at the date of dispatch from PDIL premises and invoices are payable within 30 days of the date of the invoice where The Customer has an authorised credit account with PDIL. Otherwise Goods will be despatched upon receipt of payment by PDIL from The Customer in accordance with Clause 10.
10. PDIL will accept payment by Cash, Cheque, Bank Transfer, Bankers Draft or Postal Order. Goods supplied against a payment by cheque will be despatched only upon clearance of the cheque.
11. PDIL reserves the right in its absolute discretion to charge interest upon the amount of overdue invoices at 3% per month or where it deems it appropriate in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended.
12. PDIL may at its absolute discretion accept the return of Goods from The Customer provided that the Goods are returned carriage paid, unused and in their original condition and packaging. In that event The Customer shall pay a re-stocking charge of 15% of the invoice value of the goods.
13. The delivery of goods to destinations outside the UK shall be governed by Incoterms and is on an ex works basis.
14. The Customer must give notice in writing to PDIL of any short deliveries within three working days of the receipt of the Goods by The Customer.

## WARRANTY

15.
  - i) Any Goods said by The Customer to be defective must be returned at The Customers expense to PDIL for inspection in their original condition and packaging carriage paid with proof of purchase.
  - ii) PDIL will replace or repair any Goods which fail due to faulty workmanship on the part of PDIL and/or replace or repair defective materials, fair wear and tear excepted, provided that the Goods are returned to PDIL by The Customer in accordance with Clause 15 i) of these terms within a period of 36 months from the date of the despatch of the Goods by PDIL to The Customer.
  - iii) Refurbished goods — All chargeable repairs are carried out to the highest possible standards but in the unlikely event of a problem we offer a 12 month warranty on refurbished products.
  - iv) The warranty set out in clause 15 ii) and 15 iii) of these terms is automatically invalidated if the Goods are dismantled and/or repaired by or on behalf of The Customer or any other person without the express written permission of PDIL.

## EXTENT OF LIABILITY

16. PDIL shall have no liability to The Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by The Customer of an indirect or consequential nature including without limitation any economic loss or loss of turnover, profits, business or goodwill nor for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle The Customer to refuse to accept any delivery or to refuse performance of or to repudiate the Contract.

17. Other than in relation to death or personal injury caused by the negligence of PDIL, its servants or agents in no circumstances shall any liability of PDIL for direct loss exceed the indemnity limit of PDIL's Product Liability Insurance Policy where such policy responds or should such policy for any reason whatsoever not respond then the value of the Contract. Without prejudice to the generality of the foregoing PDIL shall have no liability for any defect arising from any drawing, design or specification supplied or approved by The Customer nor loss arising from fair wear and tear or willful damage.
18. The Customer must verify the suitability of any product supplied by PDIL for any purpose or application intended by The Customer and PDIL shall without prejudice to clauses 16 and 17 have no liability for:-
  - i) Improper use of the Goods by The Customer or use of the Goods by The Customer otherwise than in accordance with the instructions or advice of PDIL.
  - ii) Any goods which have been adjusted modified or repaired other than by PDIL.
  - iii) Any technical information, recommendations, statements or advice furnished by PDIL or its employees other than in writing and made in response to a specific written request from The Customer before the Contract is made.
19. If goods are to be manufactured or any process is to be applied to goods by PDIL in accordance with a specification submitted by The Customer The Customer shall indemnify PDIL against all claims proceedings loss damages costs and expenses awarded against or incurred by PDIL or agreed to be paid by PDIL in settlement of any claim for any infringement of any patent copyright design right trademark or other intellectual property right of any third party which results from the use by PDIL of The Customers specification.
20. Save as expressly provided in these Terms all warranties, conditions or other terms implied by statute or the common law are excluded to the fullest extent permitted by law.

## FORCE MAJEURE

21. The obligations of PDIL shall be terminated in any circumstances whereby PDIL is prevented or hindered from complying with them by any cause beyond its reasonable control including without prejudice to the generality of the foregoing expression strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.

## WAIVER

22. The failure of PDIL to exercise or enforce any right under these terms shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

## ENTIRE AGREEMENT

23. These terms constitute the whole agreement between PDIL and The Customer and supersede and replace any prior written or oral agreements, representations or understandings between them.

## VARIATION

24. Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a Director of PDIL.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

25. These terms do not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

## LAW AND JURISDICTION

26. These Terms and Conditions shall in all respects be construed and interpreted in accordance with the Law of England and Wales and the competent Court of Jurisdiction shall be the Courts of England and Wales unless PDIL shall at its absolute discretion opt for a different national jurisdiction.

## NOTICES

27. Any notice to be given pursuant to these terms shall be in writing and shall be sent by first class mail or air mail, or by fax or e-mail (confirmed by first class mail or air mail), to the addresses appearing on the PDIL order acknowledgement, or to the relevant fax number set out below, or such other address or fax number as that Party may from time to time notify to the other Party in writing.
28. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).
29. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.