

## **STW (Non-Destructive) Ltd: TERMS & CONDITIONS OF SALE**

### **1. General**

The quotation is not an offer for sale and any offer to purchase upon the terms and conditions quoted is subject to acceptance by STW (Non-Destructive) Ltd (hereinafter called the Company). Orders accepted by the company may only be cancelled with its written consent.

### **2. Limits of Contract**

Quotations include only such services, goods, accessories, quantities and work as are specified therein.

### **3. Basis of Sale and/or Supply**

3.1) STW (Non-Destructive) Ltd in supplying the Quotation have relied upon the information, reports, opinions and other matters and materials provided to it for this purpose by the Purchaser and that STW (Non-Destructive) Ltd accepts no liability rising in consequence of the inaccuracy of such matters provided.

3.2) This agreement may not be varied or waived save in accordance with these terms and conditions or as agreed in writing by the Company and the Purchaser or its duly authorised representatives or agents.

3.3) Neither party will be deemed to have waived any rights under or in connection with this agreement except that it shall expressly waive such rights by written notice to the other party hereto.

### **4. Client's Specifications**

The Purchaser will be responsible to STW (Non-Destructive) Ltd for ensuring that full and proper instructions and accurate specifications (including revision and/or issue) and all relevant information in the Purchaser's possession is presented to STW (Non-Destructive) Ltd (by written confirmation) and will continue to be responsible to STW (Non-Destructive) Ltd to advise of any information of which the Purchaser may from time to time during the currency of this agreement become aware which may be relevant to the performance by STW (Non-Destructive) Ltd of its obligations under this agreement. STW (Non-Destructive) Ltd will work to the latest specification (revision and/or issue) held on file if not captured on the purchase order. Requests to work to known obsolete specifications will be clarified as a written instruction.

### **5. Validity**

Unless previously withdrawn, quotations are valid for the period stated therein or, where no period is stated, for 30 days from date of issue.

### **6. Prices**

6.1) Prices quoted assume that the Purchaser accepts the Companies quotation in all respects and binds both parties to the terms of this Agreement and shall constitute the Purchaser's irrevocable acceptance thereof.

6.2) Should any departure from the quotation be agreed the Company reserves the right to alter the price accordingly.

6.3) Purchase orders must be accompanied by sufficient information to enable the Company to proceed forthwith, otherwise the Company shall be at liberty to amend prices to cover any increase in cost which has taken place after acceptance. Prices quoted may be adjusted if there is any change in the cost of material, or in wages, taxes or other levy.

6.4) The Company reserves the right (exercisable by written notice to the Purchaser at any time before completion of the performance of the contract) to revise the price to reflect any increase in costs due to factors beyond its reasonable control or reasonably unforeseeable as at the date of the Quotation (including without limitation the breach by the Purchaser of its obligations under this agreement).

6.5) All monies stated to be payable by the Purchaser under this Agreement exclude Value Added Tax and any other taxes and where such are payable on Products and/or Services supplied in accordance with this Agreement the same will be paid by the Purchaser who shall indemnify STW (Non-Destructive) Ltd thereof.

6.6) The Purchaser will pay all import duties and taxes and other like charges incurred in performance of this Agreement.

### **7. Drawings**

All specifications, drawings, etc submitted with the quotation are approximate and the descriptions and illustrations contained in the Company's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the services or goods described therein, and none of these shall form part of any contract. Any drawings or procedures issued to the Purchaser before or after acceptance of the order must be treated as confidential.

### **8. Alteration or Cancellation of the Order**

8.1) On receipt of alteration instructions, the Company reserves the right to halt production until prices have been agreed. Alternatively if, on specific instructions by the Purchaser, immediate action is required, such action will be taken by the Company only on the strict understanding that any reasonable additional cost or charge incurred or made by the Company will be paid by the Purchaser.

8.2) If the work is suspended on the Purchasers instructions or lack of instructions, the price shall be increased to cover any extra expenses thereby caused.

8.3) Should the order be cancelled by the Purchaser (for reason other than failure by the Company) the Purchaser shall pay to the Company an amount equivalent to the sales value of the actual and committed expenditure at the time of cancellation, plus a sum equivalent to 20% of the balance of the contract price. STW (Non-Destructive) Ltd may also recover any costs reasonably incurred by it in consequence of such termination or of such matters.

8.4) STW (Non-Destructive) Ltd may terminate this Agreement where the Purchaser is in serious breach or default.

8.5) The provision of Clauses 8.1, 8.2, 8.3, 8.4 shall be applicable with immediate effect in the event that:- 8.5.1) the Purchaser shall make a voluntary arrangement with its creditors or shall become bankrupt (being an individual or company) or shall become subject to an administration order or shall go into liquidation or shall have a receiver appointed over some or all of its assets.

8.5.2) the Purchaser shall cease for any reason to carry on business or

8.5.3) STW (Non-Destructive) Ltd shall reasonably anticipate that any of the events described in the above sub-clauses 8.5.1 and 8.5.2 are likely to occur.

8.6) If Clause 8.4 is applicable by virtue of Clause 8.5 then (without prejudice to any other right or remedy available to it) STW (Non-Destructive) Ltd shall be entitled to cancel or suspend its performance of this Agreement without any liability to the Purchaser and if this Agreement shall have been partly performed but STW (Non-Destructive) Ltd shall have at such time received no payment from the Purchaser then payment will become immediately due and payable in accordance with this Agreement notwithstanding any previous arrangements to the contrary.

### **9. Delivery offer**

The period quoted for delivery will run from the date the Company receives a written order or information and drawings necessary to enable the work to proceed whichever is the later. Whilst every effort will be made to deliver by the date quoted, the Company shall not be liable for failure to meet such a delivery date.

### **10. Despatch**

10.1) Full instructions for delivery must be sent with the order. Unless otherwise stated the price quoted is ex-works.

10.2) If the Company is unable by reason of the Purchasers instructions or lack of instruction to ship the goods when they are ready, the Purchaser shall pay to the Company such sums of money as may be due under the terms of the contract upon presentation of invoices and notification from the Company that the goods are ready for despatch.

### **11. Damage in Transit**

Often parts are fragile; therefore, occasional damage during transit is possible. We do not insure goods whilst in transit unless specifically requested to do so by the Purchaser. Goods that are processed and despatched without insurance immediately become the purchaser's responsibility, STW (Non-Destructive) Ltd is not in any way liable for uninsured goods. Please ask for an insurance quote when you place your order.

### **12. Packing**

Unless otherwise stated goods will be supplied in the Companies standard packing.

### 13. Performance

The Purchaser shall assume responsibility for the capacity and performance of the services being sufficient and suitable for the Purchasers purpose.

### 14. Payment

14.1) Payment shall be due as per the quotation or (in the absence of any specification thereof in the Quotation) within thirty (30) Days of the Date of Delivery of the Company's invoice.

14.2) Any payment required to be made to the Company pursuant to this agreement must be made to the Company in sterling without set off or deduction whatsoever.

14.3) The Company reserves the right to charge the Purchaser interest at the rate commercially ruling at the time, calculated on a daily basis on any outstanding sums for the period from the date of invoice to the date of actual payment thereof.

### 15. Performance by Supplier

The property in goods/certification and exclusive title shall not pass to the Purchaser until the Company has received payment in full of the invoice price and accruing interest in accordance with the terms of this Agreement. Until the transfer of the property to the Purchaser, the Purchaser shall hold the same as bailee and the Company shall be entitled to enter any premises of the Purchaser and remove all or any of the goods during normal business hours.

Notwithstanding the Company's property in the goods:

15.1) The goods shall be at the purchasers risk as from despatch to the Purchaser or his agent.

15.2) Nothing in the conditions shall confer any right upon the purchaser to return the certification to the Company nor create any agency between the Company and the Purchaser.

### 16. Delivery

The goods shall be deemed to have been delivered when they are despatched from the Company or Company's Agent.

### 17. Guarantee/Warranty

17.1) The Company undertakes to replace or update at its option, defects which are established to the satisfaction of the Company to be caused by faulty workmanship or defective materials within the warranty period stated on the quotation.

17.2) Where any of the certificates are exchanged under warranty the replacements are warranted upon the same terms as the original certificates and the Purchaser shall return the original certificates to the premises of STW (Non-Destructive) Ltd or such premises as STW (Non-Destructive) Ltd may specify.

17.3) STW (Non-Destructive) Ltd will not be responsible in respect of any defects in any products arising from any miss-information or inaccurate specifications supplied by the Client.

17.4) STW (Non-Destructive) Ltd will not be liable for any defect arising from fair wear and tear, wilful damage, negligence, abnormal or non-recommended working conditions, failure to follow any user guidelines or training instructions, misuse, alteration or repair without the Company's approval or supervision.

17.5) STW (Non-Destructive) Ltd will not be responsible for consequential damage howsoever arising.

### 18. Limitation of Liability

Save as specifically provided in this Agreement to the contrary, STW (Non-Destructive) Ltd will not be liable for any direct or indirect damages or economic loss (including, but not limited to, loss of profit) howsoever arising out of the provision of the Services or Products.

### 19. 3rd Party Material Held On site

As STW (Non-Destructive) Ltd are not party to information relating to the value of customers materials, we are unable to insure customers material whilst held on our site. The customer therefore warrants that it indemnifies STW (Non-Destructive) Ltd against all costs in relation to any loss or damage to their material whilst in the care of STW (Non-Destructive) Ltd howsoever caused.

### 20. Arbitration

The parties hereto agree that in the event of any dispute as to the interpretation effect or implementation of any part of this Agreement or the Quotation or any matters arising there from such dispute shall be determined by an arbitrator acting as such to be appointed by agreement between both parties (or failing agreement as to the appointment to be appointed by the President for the time being of the British Institute of Non Destructive Testing) and both parties further agree that the costs of acting of such arbitrator shall be in his award and that both parties hereto shall accept and be bound by the determination of such arbitrator.

### 21. Non Assignment

Any assignment by the Client of its rights or obligations under this Agreement will be null and void except where STW (Non-Destructive) Ltd shall have provided its written consent for such an assignment.

### 22. Non-Solicitation of Staff

Whereby STW (Non-Destructive) Ltd provides staff on site to perform testing duties, the purchaser warrants that they will not solicit such staff to employment within their organisation. Should the purchaser offer employment to any STW (Non-Destructive) Ltd employee, and such an offer be accepted, then the purchaser agrees to pay STW (Non-Destructive) Ltd an agency fee of 25% of the employees current wage.

### 23. Jurisdiction

This Agreement shall be subject to, interpreted and construed in accordance with the Laws of England.

### 24. Severability

In the event that any clause or provision of this Agreement shall be void or otherwise unenforceable (in whole or in part) then this Agreement shall be construed in the absence of such offending provision (or the offending part thereof).

### 25. Whole Agreement

This Agreement (together with the Quotation referred to herein) represents the entire agreement between the parties hereto to the exclusion of any prior verbal or written representations by either party.