

TERMS

Please read this document carefully as all goods sold by Advanced Assembly Solutions Ltd will be supplied subject to these Terms and Conditions of sale.

1. INTERPRETATION

1.1. In these Terms & Conditions the following words have the following meanings:

“the Buyer” the person(s), firm or company who purchases the Goods from the Company;

“the Company” Advanced Assembly Solutions Ltd, company number 16069835, whose registered office is at 23 & 24 Kennington Rd, Nuffield Ind Estate, Poole, Dorset BH17 0GF and any subsidiary thereof;

“Confirmed Order” means an order for the goods as continued by the Company under clause 3.6;

“Due date” means the date referred to in clause 9.1;

“Goods” means the goods described in the Confirmed Order;

“Writing” and any similar expression includes electronic mail

1.2. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3. References to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4. Headings will not affect the construction of these Terms & Conditions.

2. CONTRACT

2.1. These Terms & Conditions apply to all contracts with the Company for the sale of Goods. No variation to these Terms and Conditions shall be effective unless otherwise agreed by an authorised representative of the Company.

2.2. These Terms & Conditions shall apply to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.3. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the contract with the Company simply as a result of such document being referred to in the Confirmed Order.

2.4. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. Any advice or recommendation given by the Company or its employees or agents to the Buyer which is not confirmed in writing is followed or acted upon entirely at the Buyer's own risk.

2.5. The descriptions and illustrations contained in the Company's brochures, newsletters, web site and other advertisement matter are intended merely to present a general idea of the goods described therein and none of the above shall form part of any contract with the Buyer.

3. ORDER AND ACCEPTANCE

3.1. The Company will provide the Buyer with a written quotation for the Goods. Unless the Buyer's order is received within 30 days from the date on the Company's quotation, the quotation shall be deemed to expire. If component part prices increase by more than 5% within the 30 day period, then AAS reserve the right to increase quoted prices accordingly at time of order. Any such order made by the Buyer against such quotation constitutes an offer by the Buyer to buy the Goods.

3.2. The Buyer shall be responsible to the Company for the accuracy of any information contained in the order (including any applicable specifications) and for giving the Company full manufacturing data and any necessary information relating to the Goods at the time of placing the order to enable the Company to perform the contract in accordance with its terms. Any delay in supplying this information or in responding to queries relating to this information may result in a delay in delivery.

3.3. If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with the specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim or infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's specification.

3.4. The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or which do not materially affect their quality or performance.

3.5. No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until:-

- a. confirmed in writing by the Company by the issuing of an order confirmation, and;
- b. the data supplied has been checked and fully engineered in order to ensure that it meets our manufacturing requirements

3.6. The quantity and description of the Goods shall be as specified in, or referred to, in the Confirmed Order.

3.7. No Confirmed Order may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all costs (including the cost of all labour and materials used) tooling charges, expenses and direct loss incurred by the Company as a result of cancellation.

3.8. A separate contract shall arise in respect of each Confirmed Order.

4. DELIVERY

4.1. Unless otherwise agreed in writing delivery of the Goods shall be made when the Goods are delivered to the Buyer's premises and offloaded from the transporting vehicle.

4.2. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice.

5. BUYER'S OBLIGATIONS AND CLAIMS ON DELIVERY

5.1. The Buyer will:-

examine the goods carefully within 5 days of taking delivery, and;

5.1.2 notify the Company (and any carrier of the Company) in writing within 7 days of taking delivery of any error in quantity or description of the Goods delivered or of any damage to or defect in the Goods revealed by such examination

5.2. In the absence of such notification the Buyer shall be deemed to have accepted the goods and shall not reject the Goods and the Company shall have no liability for any such error, damage or defect as is referred to in clause 5.1.2 or which would have been revealed

had such examination been made, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

6. RISK

6.1. Unless otherwise agreed in writing by an authorised representative of the Company risk of damage to or loss of the Goods shall pass to the Buyer:-

in the case of any Goods to be delivered to the Buyer at the Company's premises at the time when the Goods are made available for collection, or;

in the case that the Goods are to be delivered to the Buyer otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery. Delivery to the Buyer's carrier or to any person, firm or company on the Buyer's behalf shall constitute delivery to the Buyer

7. TITLE

7.1. Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

the Goods, and;

all other sums which are or which become due to the Company from the Buyer on any account for which payment is then due or accruing due.

7.2. Until property in the Goods has passed to the Buyer, the Buyer must:

hold the Goods on a fiduciary basis as the Company's bailee, and;

not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, and;

maintain the Goods in satisfactory condition

7.3. Until such time as property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. For the purposes of this clause the Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to recover them.

8. PRICE

8.1. The price for the Goods shall be the price set out in or referred to in the Confirmed Order (or, in the case of any error or omission, as subsequently notified by the Company to the Buyer) provided the Company may increase the price for any reason under clauses 8.3, 8.4 and 9.2.

8.2. The price is exclusive of Value Added Tax (VAT).

8.3. The price includes next working day delivery charges, if the Buyer requires a timed delivery or delivery on a non-working day the Company reserves the right to charge additional costs.

8.4. The price is inclusive of any duties and imports levies. The price for any imported parts incorporated in the Goods may be subject to fluctuation and the Buyer agrees that any Confirmed Order is based on the current rate of import duty and rate of exchange at the time of the Confirmed Order unless otherwise specified.

9. TERMS of PAYMENT

9.1. Payment for the price of the Goods shall be made by the Buyer to the Company within 30 days of the date of the invoice.

9.2. If the Company is unable to effect delivery or despatch the Goods by reason of the Buyer failing to take delivery of the Goods or by reason of the Buyer's instructions or lack of instructions the Company shall be entitled to notify the Buyer that the Goods are ready for delivery or despatch and to add to its invoice reasonable additional carriage and for insurance and/or storage costs resulting from the delay in delivery or despatch of the Goods.

9.3. Time for payment shall be of the essence.

9.4. If the Buyer fails to make payment on the Due Date then, without prejudice to any other right or remedy available to the Company, and without incurring any liability for any loss or damage caused to the Buyer, the Company shall be entitled to:

cancel any Confirmed Order and / or suspend any further deliveries of goods to the Buyer, and;

appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract between the Company and the Buyer) as the Company may think fit, and;

charge the Buyer interest (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate of National Westminster Bank plc from time to time or

the statutory rate applicable under the Late Payments of Commercial Debts (Interest) Act 1998 (whichever is greater), in either case such interest to accrue on a daily basis from the Due Date until the date of actual payment

10. WARRANTY

10.1. Subject as expressly provided in these Terms and Conditions all warranties, conditions or other terms implied by law are expressly excluded to the fullest extent permitted by law.

10.2. Subject to the Terms and Conditions set out in this Clause 10 the Company warrants to the Buyer that the Goods will correspond with their specification and will be free from defects in material and workmanship at the date of delivery.

10.3. The warranty in clause 10.2 is given by the Company subject to the following conditions:

the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, inappropriate storage conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;

the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the Due Date;

the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to the Company

10.4. The Buyer must be aware that Goods incorrectly installed may be a serious danger to people and property. The Buyer is responsible for the proper installation of the Goods and the Company cannot accept any liability in respect of any omissions, errors or failures on the part of the Buyer to install the Goods correctly.

10.5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications (otherwise than as referred to in Clause 5) shall be notified to the Company in writing within 7 days from the date on which the defect or failure became apparent. Were a valid claim is notified to the Company in accordance with this clause, the Company shall be entitled to replace the Goods (or part in question) free of charge. Notwithstanding the right to repair or replace defective goods, where goods have been assembled prior to any defect being detected our maximum liability for any additional costs is limited to the cost of scrapped components up to the value of 4 times the cost of the defective goods up to a maximum of 50 assemblies. The Company will not be responsible for other assembly costs such as Labour costs. Any claim by the Buyer

must be supported by a complete breakdown of all scrapped component parts together with the reason for scrapping the same. The Buyer must take all reasonable steps to mitigate such claims, including without limitation re-using components and reworking product wherever possible. The Company will not however be responsible for any rework costs or any other additional costs of working unless they have been agreed in advance by The Company.

10.6. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty of law, or under the express terms of the contract for any loss of profit or any indirect, special or consequential loss or damage (whether for loss of revenue, loss of business, loss of contract, or any financial or economic loss or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use of resale by the Buyer, except as expressly provided in these Terms and Conditions.

10.7. The Company shall not be liable to the Buyer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform the Company's obligations in relation to the Goods if the delay or failure was due to a cause beyond the reasonable control of the Company including, without limitation:

acts of God, fire, explosion, flood, epidemic, tempest or accident;

war or threat of war, sabotage, riot, national emergency, civil commotion;

governmental, parliamentary or local authority actions;

lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce or that of a third party);

restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, labour, fuel, parts or machinery;

power failure or breakdown in machinery

10.8. The Buyer shall indemnify the Company and keep it indemnified against all damages, penalties, costs and expenses for which the Company becomes liable as a result of third party claims or demands made against the Company with any of its obligations under the contract.

11. TERMINATION

11.1. Without prejudice to clause 9.4 the Company shall be entitled to cancel this contract if:

the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order into liquidation, or;

an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or;

the Buyer ceases or threatens to cease to carry on business, or;

the Buyer is unable to pay its debts as they fall due, or;

the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

In each case without incurring any liability for any loss or damage and without prejudice to the Company's right to payment under these Terms and Conditions.

12. ASSIGNMENT

12.1. The Buyer shall not be entitled to assign the contract or any part of it without the prior written consent of the Company.

12.2. The Company may assign the contract or any part of it to any person, firm or Company.

13. RIGHTS OF THIRD PARTIES (EXCLUSION)

13.1. The parties to this contract do not intend that any term of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14. COMMUNICATIONS

14.1. All communications between the parties about this contract must be in writing and either delivered by hand, sent by first class post or email transmission:

(in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company, or;

(in the case of the communications to the Buyer) to the registered office of the addressee (if it is a Company) or (in any other case) to any address of the Buyer set out in any document which forms part of this contract or such other address as shall be notified to the Company by the Buyer

14.2. Communications shall be deemed to have been received:

if sent by pre-paid first class post, 2 working days after posting (exclusive of the day of posting), or;

if delivered by hand, on the day of delivery, or;

if sent by email on a working day prior to 2.00 pm, on that day, otherwise on the next working day

15. RESTRICTIONS AND OWNERSHIP OF ONLINE CONTENT

15.1. The content on the Advanced Assembly Solutions Ltd website is protected by United Kingdom (UK) Copyright, Designs and Patents Act 1988. Advanced Assembly Solutions Ltd authorises users to download material or digital media (including text, data, images, videos and logos) from this site for personal, non-commercial use only. Except where otherwise permitted, any further reproduction, distribution, transmission, display, publication, or broadcast requires the prior written permission of Advanced Assembly Solutions Ltd.

15.2. Reuse of any design code is strictly prohibited.

15.3. You may not alter or remove any trademark, copyright, or other notice from copies of the content.

15.4. Advanced Assembly Solutions Ltd owns, operates and maintains this website. Advanced Assembly Solutions Ltd may modify, discontinue or restrict use of any portion of the Site at any time without notice.

15.5. You are welcome to provide links to the pages of this website provided that:

a. you do not remove or obscure, by framing or otherwise, any portion of the page that you are linking to, the terms of use, the copyright notice, or other notices on this website, and;

b. you discontinue providing links to this website if requested by Advanced Assembly Solutions Ltd

16. GENERAL

16.1. Each right or remedy of the Company under the contract is without prejudice to any other right or remedy of the Company whether under the contract or not.

16.2. If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or

unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

16.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the contract will not be construed as a waiver of any of its rights under the contract.

16.4. Any waiver by the Company of any breach of, or any default under, any provision of the contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.

16.5. The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. ADDITIONAL REQUIREMENTS FOR AS9100 SUPPLIED MATERIAL

Non-conforming Material

17.1. In the event of you becoming aware that non-conforming material has been supplied to us under any purchase order you agree to provide full details of the non-conformance including sufficient information for us to track this product through our manufacturing process.

You agree to inform us of any defect, process deviation or high levels of rejects that may affect the ultimate reliability of the product supplied to us.

Approval or disposition of supplier non-conforming product / material must be authorised by the Company.

Process

17.2. If there are any changes in the composition, manufacturing site or processes used to manufacture the products supplied to us, you should inform us in writing prior to delivery and obtain approval for such changes.

Sub-contract

17.3. Where material or processing is subcontracted by you to a third party you must ensure that these requirements are, where applicable flowed down the supply chain. In addition to

these requirements, they may also include specific characteristics or specifications stated on the purchase order or in supplied drawing packages.

Access to Information

17.4. The Company, their customers, and statutory and industry regulatory authorities are to be permitted reasonable access to supplier facilities and to all applicable records relating to fulfilment of an order.

We undertake to keep the information accessed confidential as far as is permitted by law.

Where specified by contract, the Company customer or customer's representative will be afforded the right to verify at the supplier's premises that the product conforms to specified requirements.

Record Retention

17.5. All records relating to material supplied must be retained for a minimum of 25 years.

Counterfeit Material

17.6. As a supplier you should ensure that sufficient controls are in place to prevent counterfeit material entering the supply chain.

Under no circumstances is product to be sourced from non-franchised distribution without the Company's prior written consent.

Breach of these Requirements

17.7. Where any of these requirements have been breached, we may require timely and effective corrective actions to be implemented. Where this is not done we may withhold payment until the issue is resolved and in extreme cases you will be removed from the approved vendor list. None of the above mitigates our right to take legal action in the case of breach.

Contradiction

17.8. In all cases requirements specified on a purchase order will take precedence over the requirements detailed herein.

Awareness

17.9. Suppliers must ensure that all employees are aware of:

their contribution to product or service conformity

their contribution to product safety

the importance of ethical behaviour

17.10 Please note that these requirements only apply to purchase orders for AS9100 supplied material, this will always be clearly indicated on the Purchase Order