

**STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES OF  
SCS Technologies Ltd  
Registered in England & Wales Reg.No. 3505057**

**1 DEFINITIONS**

- In this document the following words shall have the following meanings:
- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier; "Delivery Location" has the meaning set out in clause 5.2.
- 1.3 "Delivery Location" has the meaning set out in clause 5.2.
- 1.4 "Force Majeure Event" means the circumstances set out in Clause 16 below.
- 1.5 "Goods" means the goods (or any part of them) set out in the Specification Document.
- 1.6 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.7 "Services" means the services supplied by the Supplier to the Customer as set out in the Specification Document.
- 1.8 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.9 "Supplier" means SCS Technologies Ltd of Unit 4 Centre 21, Bridge Lane, Woolston, Warrington, WA1 4AW. whose registered office is situated at Bridge House, Ashley Road, Hale, Altrincham WA14 2UT.
- 1.10 "Working Day" means a day that is not a Saturday, Sunday, Christmas Day, Good Friday, or a Bank Holiday in England.

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer.
- 2.2 Before the commencement of the Services the Supplier shall submit to the Customer a Specification Document which shall specify the Goods and Services to be supplied and the price payable and payment terms. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 These terms and conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the contract.
- 2.4 The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames but time shall not be of the essence in the performance of any Services.

**3 PRICE AND PAYMENT**

- 3.1 The price for the supply of Goods and Services are as set out in the Specification Document.
- 3.2 The price of the Goods is exclusive of all costs and charges of packaging, insurance and transport of the Goods.
- 3.3 The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4% per annum above the base rate of the Bank of England. The Customer shall pay the interest together with the overdue amount. Time for payment shall be of the essence of the Agreement.
- 3.4 In the event that the Customer's procedures require that an invoice be submitted against a purchase order or Application for Payment Certificate, the Customer shall be responsible for issuing such purchase order or Payment Certificate before the goods and Services are supplied.
- 3.5 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (i) Any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification Document; or
  - (iii) Any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information in respect of the Goods.
- 3.7 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

**4 SPECIFICATION OF THE GOODS**

- 4.1 All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no samples, drawings, description, specification, or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.
- 4.2 The Supplier reserves the right to amend the Specification Document if required by any applicable statutory or regulatory requirements.

**5 DELIVERY AND ACCEPTANCE OF GOODS/DEFECTIVE GOODS**

- 5.1 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.2 The Supplier shall deliver the Goods to the location set out in the Specification Document or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 5.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods

- 5.5 or any relevant instruction related to the supply of the Goods.  
If the Customer fails to accept or take delivery of the Goods within [5 Working Days] of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Agreement in respect of the Goods

- (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the 5<sup>th</sup> Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- (c) the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 5.6 All risk in the goods shall pass to the Customer upon delivery.

- 5.7 The Goods supplied to the Customer by the Supplier shall:

- (a) Conform to the Specification Document;
- (b) Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- (c) Be free from defects in design, material and workmanship and remain so for the warranty period set out in Clause 10 below.

- 5.8 The Customer may reject any Goods that do not comply with Clause. 5.7 above providing that both:

- (a) notice of rejection is given to the Supplier in writing in respect of a defect apparent on visual inspection within 5 working days of delivery and in the case of a latent defect within a reasonable period of the latent defect becoming apparent; and
- (b) none of the events listed in Clause 10.4 below apply and the Customer has complied with Clause 10.2 below.

**6 TITLE**

- 6.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

- 6.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property
- (b) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) Maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) Notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1 to clause 14.7 inclusive; and
- (e) Give the Supplier such information relating to the Goods as the Supplier may require from time to time.

**7 SUPPLY OF SERVICES**

- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Specification Document in all material aspects.

- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates agreed in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

**8 CUSTOMER'S OBLIGATIONS**

- 8.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

- (a) co-operate with the Supplier;
- (b) provide the Supplier with any information reasonably required by the Supplier;
- (c) ensure that the terms of the Specification Document are complete and accurate;
- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (e) prepare the Customer's premises for the supply of Services;
- (f) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (g) obtain all necessary permissions and consents which may be required before the commencement of the services; and
- (h) comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

- 8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 8.1;

- 8.3 Without prejudice to any other rights to which the Supplier may be entitled, in the Document, the Customer shall without prejudice to the Supplier's other rights and remedies be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 8.1 shall be deemed to be a cancellation of the Goods and Services and subject to the payment of the damages set out in this Clause.

- 8.4 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.4; and
- (c) The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9 ALTERATIONS TO THE SPECIFICATION DOCUMENT**
- 9.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of Goods and/or Services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed Goods and/or Services and price and any other terms agreed between the parties.
- 9.2 The Customer may with the consent of the Supplier request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 9.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 9.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.
- 10 WARRANTY**
- 10.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
- (a) conform in all material respects with the Specification Document;
- (b) be free from material defects in design, material and workmanship.
- 10.2 Subject to clause 10.3 if:
- (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 10.3 The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 10.4 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 10.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 10.2 (a);
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification Document as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.5 Except as provided in this clause 10, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.
- 10.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 10.8 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and obligations to the extent the Customer Default prevents or delays the Supplier's performance of a quality conforming to generally accepted industry standards and practices.
- 10.9 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods and services to be provided by the Supplier.
- 11 STOCK**
- 11.1 Where the Supplier has agreed to maintain an agreed stock of any type of Goods to meet the Customer's forecasted need for those Goods within the timescale agreed ("Stock Goods") then even though no written order may have been placed by the Customer, the Customer undertakes to take delivery of and pay for those Stock Goods by the end of the timescale agreed and shall indemnify the Supplier against all costs and expenses which the Supplier may incur by reason of the Customer refusing to take delivery for those Stock Goods. The Customer shall be obliged to pay for Stock Goods at the Supplier's then prevailing rates for Goods of the same or similar type paid.
- 12 INDEMNIFICATION**
- The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any Goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.
- 13 LIMITATION OF LIABILITY**
- 13.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer for the Goods to which the claim relates.
- 13.2 In no event shall the Supplier be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 13.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
- 13.4 For the avoidance of doubt the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded by this Agreement.
- 13.5 This clause 13 shall survive termination of this Agreement.
- 14 TERMINATION**
- 14.1 Either party may terminate this Agreement forthwith by notice in writing to the other if:
- The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 14.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 14.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 14.4 The other party ceases to carry on its business or substantially the whole of its business; or
- 14.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets;
- 14.6 The other party (being an individual) is the subject of a bankruptcy petition or order; or
- 14.7 The Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 14.8 Without limiting its other rights or remedies, the Supplier may terminate any contract with the Customer (whether for Goods or Services) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due for any Goods and/or Services on the due date for payment.
- 14.9 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Agreement or any other agreement between the Customer and the Supplier if the Customer fails to pay any amount due under this Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1 to clause 14.6 inclusive, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 15 INTELLECTUAL PROPERTY RIGHTS**
- 15.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.
- 15.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 15.3 All Supplier Materials are the exclusive property of the Supplier.
- 16 FORCE MAJEURE**
- Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.
- 17 INDEPENDENT CONTRACTORS**
- The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.
- 18 ASSIGNMENT**
- 18.1 The Customer shall not be entitled to assign or transfer or deal in any manner with all or any of its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.
- 18.2 The Supplier may, at any time assign, transfer, subcontract or deal in any manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to a third party.
- 19 SEVERABILITY**
- If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 20 WAIVER**
- The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
- 21 NOTICE**
- Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.
- 22 ENTIRE AGREEMENT**
- This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.
- 23 NO THIRD PARTIES**
- Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 24 VARIATION**
- Except as set out in this Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 25 GOVERNING LAW AND JURISDICTION**
- This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

