

# TNC Electronics Terms & Conditions

## **CONTRACTS TO WHICH THESE CONDITIONS APPLY**

1. Orders for goods, accessories and services are accepted only upon these conditions of sale. Unless expressly accepted by the Company in writing, no addition to or modification of these conditions shall apply nor shall terms or conditions submitted by the customer form part of any contract binding on the Company.

## **SUBJECT MATTER OF CONTRACTS**

2. Contracts for the supply of goods, accessories or services by the Company shall include only such goods, accessories or services as are specified in the contract.

## **TIME FOR DESPATCH OF GOODS**

3. (a). If the company shall have quoted a time within which goods will be dispatched or work completed, that time shall begin to run from the date upon which the Company receives all information, drawings or other materials which in its opinion are necessary to enable it to proceed with the work, whichever shall be the later.

(b). All such quoted times shall be extended by as long as the Company considers reasonably necessary if any delay in dispatching the goods or completing the work shall be caused by instructions or lack of instructions from the customer or by non-delivery of material by other parties, accident, fire, war or any other international dispute, civil disturbance or any other cause whatsoever beyond the reasonable control of the Company.

(c). All such quoted times shall be merely estimates and while the Company will do its utmost to keep them failure by the Company to dispatch goods or complete the work within a time so quoted shall not entitle the customer to cancel any order or refuse to accept delivery; nor shall such failure involve the Company in any liability for damages unless:

(i) the customer shall have previously agreed with the Company in writing the amount of liquidated damages or a formula for calculating liquidated damages and

(ii) such failure was due to circumstances within the control of the Company and

(iii) the customer has suffered actual damage as a direct result of such failure.

Any liability of the Company under this condition shall be limited to the amount of liquidated damages agreed or calculated in accordance with the provision of sub-clause (a).

(d). When goods are ready for delivery but delivery is delayed with the Company's consent at the customer's request payment shall become due as if delivery had been made. When the goods are so ready then the goods will be stored at the customer's risk of expense. The Company reserves the right to sell uncollected goods elsewhere after serving written notice to the customer that it is no longer prepared to store the goods.

## **PRICE**

4. (a). Unless otherwise stated in writing, all prices are ex-works and exclusive of all packing, insurance, freight and all other costs, charges and expenses of any kind whatsoever.

(b). The Company shall be entitled to make such extra charge as may be reasonable to cover the cost of any packing, insurance, shipping and other costs, charges and expenses incurred under or in connection with the contract.

(c). The time for payment of all moneys payable to the Company under this contract shall be of the essence. Without prejudice to any other right contained in these Conditions if payment of any moneys due and payable under this Contract is not made on the due date for payment the Company shall be entitled to charge interest on the outstanding amount at the rate of 2 percent per calendar month.

(d). The Company shall be entitled to adjust the price, whether before or after acceptance to take into account the cost of

(i) any increase in the cost of supplying goods for any reasons whatsoever including (without prejudice to the generality of the foregoing) increases in the cost of the materials, wages, packing, insurance, freight or duty or (in the event that any moneys shall be payable in any currency other than sterling) any charge in the Exchange Rates, or any action by any Government or other authority.

(ii) any alteration required by the Customer and agreed and stated in writing in the design, quantities, specifications or delivery dates of goods or services or any other variation of the contract made at the request of the Customer and stated in writing.

(iii) any error or omission on the part of us or our agents or servants or any of any person or company supplying goods or services to us affecting the price or other cost of the goods or services or the calculation thereof.

## **PERFORMANCE**

5. (a). The figures given for performance are based upon the Company's experience, and are such as the Company expects to obtain on test, but the Company will only accept liability for failure to obtain the figures given, when the Company guarantees such figures within specified margins, known as 'tolerance'. The Customer assumes responsibility for the capacity and performance of the goods being sufficient and suitable for the Customer's purpose.

(b). Any special tests required by the customer shall be charged for. If it is requested that any such tests be made in the presence of the customer and if the customer or his representative shall fail to attend such tests, seven days' notice of the date of testing having been given' the Company may carry out the tests in such event they shall be deemed to have been made in the customer's presence.

## **GOODS IN TRANSIT**

6. (a). All claims for damages to or partial loss of goods in transit shall be submitted in writing by the customer to the carrier (where appropriate) and to the Company within three days of delivery and the Delivery Note must be endorsed accordingly or signed 'unexamined'.

(b). All claims for non-delivery of the whole of any consignment of or any separate package forming part of the consignment must be submitted by the customer to the carrier (where appropriate) and the Company within ten days of the date of the invoice or of advice of dispatch whichever is the earlier.

(c). In the absence of notification of claims within the times mentioned in (a) and (b) above goods shall be deemed to have been delivered in accordance with the contract.

(d). The Customer shall give the Company immediate written notice of any claim that goods are not of stated quality to enable the Company to investigate the complaint before the remainder of a consignment is used or returned to the Company. Goods shall not be returned to the factory without the Company's prior agreement.

(e). The Company's liability for damage arising out of any claim shall in no event exceed the purchase price of the delivery in respect of which any claim is made.

#### **GUARANTEE**

7. (a). If within 12 month from date of dispatch, any defect or fault is discovered in any component of the Company's manufacture, due to faulty material or bad workmanship, the Company will make good the defect without charge, provided that notice is given immediately on the discovery of the defect, and the defective components, or parts thereof, are forwarded to the Company carriage paid for inspection. This guarantee does not apply to defects caused by ordinary wear and tear, misuse or neglect, or by circumstances over which the Company has no control. Responsibility in all cases is limited to the cost of making good any such defects in the Company's own workshops.

(b). In the case of goods not of the Company's manufacture, the Customer is entitled only to such benefits as the Company may receive under any guarantee given to it in respect thereof.

(c.) The judgment of the Company in all cases of claim shall be final and conclusive and the customer agrees to accept its decision on all questions as to defects and to change of part or parts. After the expiration of three months from the dispatch of notification of the Company's decision the part or parts submitted for inspection may be scrapped by the Company or dispatched to the Customer carriage forward.

#### **LIABILITY FOR LOSS OR DAMAGE**

8. (a) The Company will do its best to safeguard all drawings, specifications and other property of our customers whilst in the possession of the Company but shall be under no liability whatsoever for any loss or damage thereto howsoever caused. The Customer must therefore arrange for such items to be insured whilst in the Company's possession.

(b) The customer accepts that it is reasonable that, except to the extent expressly provided for in these Condition of Sale, the Company shall be under no liability for any loss, injury, damage or cost, financial or otherwise, to persons or property which may be suffered directly or indirectly as a result of a contract for the supply of goods or services and no warranty or condition (whether statutory or otherwise) and whether express or implied as to quality, fitness for any particular purpose, correspondence with description or sample, or as to merchantability performance or otherwise is given whether or not samples or information as to proposed use or application of the goods or work shall have been supplied to or by the Company.

(c.) The Customer shall indemnify the Company against all damages costs expenses and penalties to which the Company may become liable through any work done by the Company in accordance with the Customers specifications involving infringement of a patent, copyright or a registered design.

#### **DRAWINGS**

9. All descriptive and forward specifications, drawings and particulars of weights and dimensions are approximate only 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 goods described therein and none of them shall form part of the contract.

#### **TITLE**

10. Title in the goods supplied shall not pass but shall remain with the Company until payment in full including any interest payable hereunder shall have been received by the Company.

#### **VARIATION OR CANCELLATION OF CONTRACTS**

11. No contract shall be varied or cancelled without the written agreement of the Company.

#### **FORCE MAJEURE**

12. The Company shall not be liable to the Customer for failure in whole or in part to reform a contract when such failure is due to circumstances outside its control, including (but without prejudice to the foregoing) war or other international disputes, civil commotion, industrial disputes or any statutory or governmental restriction order.

#### **CURRENT PRICES**

13. All orders for standard products are accepted subject to the price ruling at the date of dispatch.

#### **ARBITRATION**

14. If at any time any question, disputes or difference shall arise between the Customer and the Company either party shall, as soon as reasonably practicable, give to the other notice in writing of the existence of such question, disputes or difference, specifying its nature and the point at issue and the same be referred to the arbitration of a person to be agreed upon between the parties or failing such agreement to some person nominated by the President for the time being of the Institution of Electrical Engineers and such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modifications or re-enactment thereof.

#### **LICENCES**

15. If any licence or consent of any government or other authority shall be required for the purchase of goods specified in the contract, the Customer shall obtain such licence and if so required produce evidence of the same to the Company on demand. Any losses occasioned as a result of failure to obtain such licence shall fall on the Customer.

#### **DEFAULT OR INSOLVENCY OF CUSTOMER**

16. The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the Customer's credit are not satisfactory. In the case of non-payment of any account when due or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the Customer is a limited company in the case of liquidation or the appointment of a receiver then the purchase price of all goods and/or work invoiced and/or delivered by the Company to the Customer to date shall immediately become due and payable from the customer and in addition the Company are to have the right to cancel this and every other contract with the customer or to suspend or continue delivery at its option without prejudice to its right to recover any loss sustained.

**NOTICES**

17. Any notice to be given under the terms of these Conditions of Sale shall be served by sending the same to the other party's last known place of business or in the case of a company to the registered office and such notice shall be deemed to have been received by the party to whom it was addressed in the normal course of post.

**LAW APPLICABLE TO CONTACTS**

18. All quotations and contracts to which these conditions apply shall be construed and take effect according to English Law.