

**SVANTEK UK LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES**

The Customer's attention is particularly drawn to the provisions of clause 10.

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Commencement Date:** has the meaning set out in clause 2.2;

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.7;

**Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions;

**Customer:** the person or firm who purchases the Goods and/or Services from the Supplier;

**Deliverables:** the deliverables set out in the Order and as detailed in the Service Specification;

**Delivery Location:** has the meaning set out in clause 3.1;

**Force Majeure Event:** has the meaning given to it in clause 12;

**Goods:** the goods (or any part of them) set out in the Order;

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Supplier's quotation;

**Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below;

**Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer in the Supplier's quotation;

**Supplier:** Svantek UK Limited registered in England and Wales with company number 7457573 whose registered office is at Magma House, 16 Davey Court, Castle Mound Way, Rugby, Warwickshire, CV23 0UB.

**2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes 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 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or on their website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period as detailed in the Supplier's quotation.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**3. DELIVERY OF GOODS**

3.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

3.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. No liability whatsoever will be accepted by the Supplier for delays in delivery howsoever caused, and the Customer shall not be entitled to refuse to accept the Goods by reason of any delay in delivery.

3.4 If the Customer fails to accept or take delivery of the Goods the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.5 If 2 Business Days after the Supplier attempted to deliver the Goods, the Customer has not accepted delivery of them, 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.

**4. TITLE AND RISK**

4.1 The risk in the Goods shall pass to the Customer on completion of delivery.

4.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

4.3 Until title to the Goods has passed to the Customer, the Customer shall:

- 4.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 4.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- 4.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1; and
- 4.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

4.4 Subject to clause 4.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- 4.4.1 it does so as principal and not as the Supplier's agent; and
- 4.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

4.5 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Supplier may have:

- 4.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- 4.5.2 the Supplier may at any time:
  - 4.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - 4.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**5. SUPPLY OF SERVICES**

5.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

5.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Supplier's quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

5.3 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.

5.4 The Customer acknowledges due to the sensitivity of the machines used to provide the Services the Supplier cannot and does not warrant that the Deliverables:

- 5.4.1 are accurate, reliable, or fit for purpose; or
- 5.4.2 will be suitable for or be capable of being used by the Customer or any third party.

5.5 For the avoidance of doubt, no liability whatsoever will be accepted by the Supplier if:

- 5.5.1 the Deliverables are inaccurate, unreliable, or unfit for purpose; or
- 5.5.2 the Deliverables will not be suitable for or be capable of being used by the Customer or any third party; or
- 5.5.3 the Customer uses the Supplier's machines and equipment to obtain information and such information is not accurate or fit for purpose.

**6. CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:

- 6.1.1 ensure that the terms of the Order are complete and accurate;
- 6.1.2 co-operate with the Supplier in all matters relating to the Services;
- 6.1.3 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;
- 6.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

6.2 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**):

- 6.2.1 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;
- 6.2.2 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 6.2; and
- 6.2.3 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.

**7. CHARGES AND PAYMENT**

7.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.

7.2 The charges for Services shall be detailed in the Supplier's quotation.

7.3 The Supplier reserves the right to:

- 7.3.1 increase the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 1 week of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 1 weeks written notice to the Customer; and
- 7.3.2 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:
  - 7.3.2.1 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);
  - 7.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
  - 7.3.2.3 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 or instructions in respect of the Goods.

7.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on monthly in arrears.

7.5 The Customer shall pay each invoice submitted by the Supplier:

- 7.5.1 within 30 days of the date of the invoice; and
- 7.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- 7.5.3 time for payment shall be of the essence of the Contract.

7.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Banking Group's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract 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.

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

8.2 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.

**9. CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.

**10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 10.1.2 fraud or fraudulent misrepresentation;
- 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 10.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.1.5 defective products under the Consumer Protection Act 1987.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
- 10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of Supplier's indemnity insurance in place at the time of £1,000,000 (One million pounds) whichever is lower, for the Good and/or Services supplied in relation to such liability.
- 10.3 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 from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.
- 11. TERMINATION**
- 11.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer fails to pay any amount due under this Contract on the due date for payment;
- 11.1.2 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing to do so;
- 11.1.3 the Customer is unable to meet its obligations as they fall due, or is insolvent or (being an individual) shall have committed any act of bankruptcy or (being a company) shall enter into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation in terms previously approved in writing by the Seller) or shall have had a receiver appointed or execution levied over any of its assets;
- 11.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 11.2 Without limiting its other rights or remedies, the Supplier may:
- 11.2.1 suspend the supply of Goods and/or Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier; or
- 11.2.2 repossess the Goods;
- if the Customer becomes subject to any of the events listed in clause 11.1 or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 11.3 On termination of the Contract for any reason:
- 11.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 11.3.2 the Customer shall return all of the Deliverables and Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 11.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.3.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 12. FORCE MAJEURE**
- 12.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, 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 or default of suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 6 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 13. GENERAL**
- 13.1 Assignment and other dealings.**
- 13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 13.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 Notices.**
- 13.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3 Severance.**
- 13.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 13.8 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.9 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).