



## TERMS AND CONDITIONS OF SALE

### **1. VALIDITY**

These Conditions of Sale are valid for all contracts accepted by SMR Electronics Limited from 10/10/2003 onwards until superseded by ourselves through issuing a new document. Any replacement Conditions of Sale document will be made available to all existing and potential customers no less than one calendar month before it comes into effect.

### **2. ACCEPTANCE**

All orders are accepted subject to the following Conditions of Sale which cannot be varied except expressly and in writing by us. These terms and conditions shall prevail over any terms and conditions contained in a Customer's order. Any sale by us to the Customer subsequent to an order or other notification incorporating any conditions of purchase of the Customer shall not be deemed to constitute an acceptance by us of the Customer's condition of purchase.

### **3. QUOTATIONS**

SMR Electronics Limited shall not be bound by any quotation, whether written, verbal or provided by electronic means, until a written acceptance of the order has been issued.

### **4. PRICES**

Orders are accepted only on condition that goods will be invoiced at the price ruling at the date of despatch. SMR Electronics Limited reserve the right to alter prices without notice to cover variations in the cost of materials etc. or through the buyers change of design or for any other reason. Prices quoted are exclusive of VAT which will be charged at the prevailing rate on the day of despatch.

### **5. CANCELLATION**

Cancellation of contract may be made with written consent only on terms which indemnify us against our losses.

### **6. DELIVERY**

Any date named by SMR Electronics Limited for despatch is given and intended as an estimate only and is not to be of essence to the contract. The Customer shall nevertheless be bound to accept the goods when available. SMR Electronics Limited shall not be liable in any way in respect of late despatch or delivery or deemed to be in breach of the contract. The Customer shall not be entitled to claim compensation or damages as a result of late delivery.

### **7. PAYMENT**

Payment terms are cash with order unless SMR Electronics Limited agrees to open a credit account with the Customer. Credit accounts are normally based on 30% of the contract price payable before commencement of work and the remaining 70% due 30 days following the date of invoice. SMR Electronics Limited reserves the right to charge interest at 2.5% per month or part thereof on overdue accounts.

## **8. OWNERSHIP**

Ownership of tangible goods shall not pass to the Customer until all monies owing in respect have been paid. Ownership of intellectual property rights and intangible goods remain the property of SMR Electronics Limited unless requested by the Customer and explicitly specified in the quotation and/or invoice as provided. Any intermediate products or prototypes, charged to the Customer, but not directly required, will become the property of SMR Electronics Limited after a period of twenty-four months from last use and may be recycled or disposed of unless expressly requested by the Customer.

## **9. LOSS OR DAMAGE**

SMR Electronics Limited must be notified within four days of the delivery date or expected delivery date of the goods of any inaccuracies, loss, or damage to the shipment, otherwise no claim can be entered.

## **10. WARRANTY**

SMR Electronics Limited warrants that the goods at the time of delivery to the Customer to be free from defects in workmanship and materials. If any of the goods do not conform to that warranty, SMR Electronics Limited will repair all defective goods free of charge on receipt of proof that the goods have been used within their rating, not misused, physically damaged or modified and that the goods are returned to SMR Electronics Limited, carriage paid home. This warranty is in effect for a period of twelve calendar months from the date of the original delivery of the goods, and is not transferable.

## **11. INDEMNITY**

The Customer shall indemnify SMR Electronics Limited in respect of all damage or injury occurring to any property or persons and against any actions and expenses in that connection for which SMR Electronics Limited may become liable in respect of the goods supplied if the damage or injury is caused by the negligence of the Customer or his servants or agents.

## **12. INFRINGEMENT OF PATENT**

The Customer shall indemnify SMR Electronics Limited against all damages, penalties, costs, and expenses to which SMR Electronics Limited may become liable as a result of work done to the Customer's specification which includes infringement or alleged infringement of a patent, registered design or any other intellectual property rights.

## **13. FORCE MAJEURE**

SMR Electronics Limited shall not be responsible for any delays in delivery or any ability to deliver or any loss arising thereof due to fire, mechanical breakdown, strikes, lockouts, civil commotions, conflict (whether war be declared or not), act of God or other unforeseen or exceptional circumstances of any kind beyond our control.

## **14. LAWS**

Laws of England and Wales shall apply to all contracts.