



General Terms and Conditions of Sale

Interpretation

"**The Company**" or "**The Seller**" means TTS Systems Limited (registered in England no. 2916526).

"**The Customer**" or "**The Buyer**" means the person, firm or company who accepts a quotation of the Company for the sale of the goods and/or the supply of services, or whose order for the goods and/or the supply of services is accepted by the Company.

"**Conditions**" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special conditions agreed in writing between the Buyer and the Seller.

"**Contract**" means the contract for the sale and purchase of the goods and the supply and acquisition of the services to include any relevant supply agreement made between the parties.

"**Force Majeure**" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, civil disturbance, acts of any governmental or supra-national authority, currency restrictions, strikes, lock-outs and restraints or delays affecting carriers).

"**Goods**" means the goods specified on the Order.

"**Order**" means the Buyer's purchase order set out on official headed paper of the buyer or any order placed by the Buyer online using the Seller's website.

"**Special Order**" means the Buyer's purchase order set out on official headed paper of the buyer or any order placed by The Customer online using the Seller's website where the product is specially manufactured and does not form part of The Company's standard product range.

"**Price**" means the price of the Goods and/or the charge for The Services.

"**Services**" means The services (if any) described in the Order.

Conditions

General

- 1) These conditions will govern all contracts for the sale of The Company's products or services unless contradicted immediately by The Customer such contradiction being agreed expressly by The Company in writing.
- 2) The Company's quotations are unconditional offers. No contract shall be valid unless and until the Seller has received all relevant application data, has the Purchaser's order in writing to supply the products or services quoted.
- 3) All alterations or amendments to contract must be stated in writing if agreed by The Company. In such circumstances, The Company reserves the right to alter commercial conditions particularly in regard to price and delivery.
- 4) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company..
- 5) Any Contracts may be suspended wholly or in part if,
 - a) The Seller is prevented from supply of any parts or services ordered owing to circumstances beyond their control, or,
 - b) Payment is overdue to invoice of a previous contract fulfilled by The Company.
- 6) Notwithstanding anything hereinbefore or hereinafter contained The Company will not be liable to The Customer in any circumstances whatsoever for any loss of profit, loss of contracts, loss of use of the products or other consequential loss.

Force Majeure

In the event that The Company is prevented from carrying out its obligations under the contract for sale as a result Force Majeure, the Seller will be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

Prices

1. All quotations are tendered without engagement and each will be valid for 30 days from quotation date unless stated otherwise. After elapse of such period prices quoted are subject to withdrawal.
2. All prices stated exclude carriage, handling, insurance and if applicable VAT will be added at the prevailing rate to the final invoice.
3. Where the goods are supplied for export from the United Kingdom the Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.



General Terms and Conditions of Sale

Delivery

1. The date of delivery of the Goods or performance of the Services shall be as specified in the Contract unless agreed otherwise in writing between the Buyer and the Seller. The Seller shall furnish such programmes of manufacture and delivery as the Buyer may reasonably require and the Seller shall give notice to the Buyer as soon as practicable if such programmes are or are likely to be delayed.
2. We shall not be liable for delay in delivery or consequential loss as a result thereof, except that the Buyer has the right to cancel a contract if there is non-delivery from us six weeks after the last acknowledged delivery date.
3. Once the delivery date has been acknowledged, the Buyer is entitled to extend the delivery period by no more than one week. The Buyer is liable for acceptance of delivery after the extended period when payment, risk and other terms shall apply.

Risk

All risk of loss or damage to goods subject of contract passes, at time of despatch of goods to the Buyer when the carrier has been hired by the Buyer.

Loss or damage

Any loss, shortage of or damage to the goods while in transit by carrier hired by The Company must be notified to The Seller within three days after delivery. The Seller will not be liable for any loss from an unpacked consignment.

Payment

1. Unless otherwise agreed, full payment in the currency invoiced is to be made within 30 days net from date of invoice issue. Any discounts extended on product will only apply if payment is settled in full within the due period.
2. Overdue payments are subject to interest charges. The Seller understands and will exercise the Seller's statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if the Seller is not paid according to the agreed terms. Interest will be applied using the Bank of England Base Rate + 8% and calculated on a daily basis in accordance with the following formula: $\text{Interest Payable} = \text{Debt} \times \text{Interest Rate} \times \text{Number of days late} / 365$. The Seller reserves the right to pursue debtors for the recovery of all other costs and expenses including any legal fees and expenses incurred in collecting overdue amounts or otherwise enforcing the Seller's rights under these terms and conditions.
3. Any bank charges for transfer of funds are to be paid by the Buyer.
4. Notwithstanding the above, the Seller reserve the right to require full payment from the Buyer to pro-forma invoice prior to supply of goods or services if,
 - a) The Buyer has failed previously to make full payment by due date, or,
 - b) The Seller has received unsatisfactory credit rating information relating to the Buyer.
 - c) The order requires bespoke product design and manufacture.
- 5) Any contract will be cancelled if payment to pro-forma invoice is not received by the Seller within two weeks of the date of the pro-forma unless otherwise agreed. In such circumstances the Seller will issue an invoice for charges for order cancellation, re-stocking and cost of non-resalable parts.



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Title

1. The risk in the goods passes to the Buyer upon delivery but title in goods remains vested with The Company and shall only pass from the Company to the Buyer upon full payment of the agreed price being made by the Buyer together with the full price of any other goods the subject of any other contract with the Seller.
2. The Buyer agrees that prior to the payment of the whole price of the goods, The Company may at any time enter upon the Buyer's premises and remove the goods there from and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.
3. If any of the material is incorporated in or used as material for other goods before such payment, the property in the whole of such goods shall be and remain with the Seller until such payment has been made or other goods shall have been sold as aforesaid, and all the Seller's rights hereunder in the material shall extend to those other goods.
4. The Buyer will provide upon request of the Seller or its nominated agents, details of any sites or locations where any goods being the property of the company under clause (1) of these conditions are from time to time kept and further more the Buyer will co-operate fully by assisting the Seller in the recovery of the said goods.
5. The intending Buyer acknowledges that until such time as payment is made, it is in possession of the goods solely as bailee for the Seller and will store the goods separately from its own goods and in such a fashion as to be readily identifiable by the company's representatives. In no circumstances shall any goods be returned to the company without prior written consent.
6. The Buyer shall be at liberty to sell or use the product in the ordinary course of business, but the Seller may revoke this power by notice to the Buyer if the Buyer defaults in payment of the whole or part of the purchase price of the products.
7. The Buyer's power of sale or use automatically ceases and full title of all unpaid for products reverts to the Seller if a receiver is appointed over any of the assets or the undertaking of the Buyer or if a winding up order is made against the Buyer or the Buyer goes into liquidation or calls a meeting or makes any arrangements or composition with creditors or commits any act or bankruptcy or allows execution.

Software

The customer acknowledges and agrees that any computer programs/software and associated documentation provided by the Company to the customer are owned exclusively by The Company and the software is protected under copyright and the intellectual property rights of the United Kingdom and international copyrights treaties and that the price paid by the Customer for the software is a licence fee granting the Customer only the rights set out hereafter. The Company grants to the Customer a limited, non exclusive and revocable licence to use the Software, in machine-readable object code form only. The Customer agrees to use the Software only as authorized in this Agreement. This is a single user licence. A valid licence must be purchased for each installation of the Software. The Software must only be installed on one computer. You may take one backup copy of the software for backup/archive purposes. You must not make any changes, modifications, decompile, reverse engineer or otherwise interfere with the Software. This licence becomes effective on the date that you purchase the Software and continues until terminated. The Company is entitled to terminate this Licence forthwith by giving notice in writing in the event that the Customer commits any breach of these terms and conditions.



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Warranty

The Company warrants that the goods shall at the time of delivery correspond to the published specifications when used for the purpose for which goods of that type are normally used. Although the Company uses every effort to ensure that all products are manufactured or supplied to specification, it is in all cases including repeat orders for the Buyer to ensure by adequate tests or otherwise that the goods are fit and suitable for the purpose for which the Buyer requires them and in the specific conditions and on the specific substrates in which they will be used or applied and to be within such reasonable tolerance and variations as are generally acceptable within the industry.

In the event that goods supplied or services performed by the Company prove defective under proper use within 12 months following delivery or practical completion where goods are to be installed by the Company and the defect is due to faulty workmanship then the same will be rectified by the Company at its expense if the defective parts are returned carriage paid to the Company provided however that the Company shall not be responsible for the cost of labour involved in removing and replacing any defective parts at the Customer's works and provided that the Company was given notification that the fault arose solely from faulty design, materials or workmanships. If any of the products are proved to be defective, the Seller's entire liability hereunder will be strictly limited to:

- a) Replacement at the Company's expense of any products which are proved to the Company's satisfaction to be defective or
- b) Bringing the products into conformity with the published specifications of The Company or

The liability of the Seller under the foregoing is conditional upon:

- a) The Buyer conforming to the delivery conditions.
- b) The Buyer will advise the Seller immediately by telephone of the alleged fault.
- c) The Buyer giving written notice to the Seller within 7 days of the alleged defect and in any event within 10 days of receipt of products.
- d) The Buyer affording the Seller reasonable opportunity to inspect the products, application and site conditions.
- e) The Buyer making no further use of the products that are alleged to be defective after the time at which the Buyer discovered or ought to have discovered the alleged defect.

Design and Copyright

The Company will be the sole owner of all inventions and designs and the copyright of all drawings and written material emanating from The Company in preparing a quotation or in the course of work on any contract with the Buyer. It will remain the property of the Company and shall not be reproduced, used or disclosed to third parties without the express permission of the Company.

Severance

If at any time anyone or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Law

The contractual relationship shall be governed exclusively by the Laws of England and Wales.