



SPIRIT CIRCUITS LIMITED

TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

(1) In these conditions the following words have the following meanings:

"the Company"	Spirit Circuits Limited (Company number 4679779) whose registered office is at Bank Chambers, 1 Central Avenue, Sittingbourne, Kent ME10 4AE
"the Customer"	the person or Company who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company.
"Force Majeure"	in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action).
"Goods"	the goods (including any instalment of the goods) which the Company is to supply in accordance with these Conditions.
"Intellectual Property Rights"	patents, registered and unregistered designs, copyright, and all other intellectual property protection wherever in the world enforceable.
"Conditions"	the standard terms and conditions of sale set out in this document.
"Contract"	the contract for the sale and purchase of the Goods.

(2) In these conditions headings will not affect the construction of these conditions.

2 FORMATION OF CONTRACT

- (1) Any quotation given by the Company shall, unless withdrawn by the Company, be valid for a period not exceeding twenty one days from its date. No order made by the Customer shall be deemed accepted until the Company's written acceptance thereof has been made.
- (2) No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.
- (3) Illustrations, photographs, weights, dimensions and descriptions, except as otherwise agreed in writing, are intended as a general guide only, and are not intended to form the basis of a sale by description.
- (4) These Conditions shall apply to all contacts for the sale of Goods by the Company to the Customer to the exclusion of all other terms or conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

3 PRICE

- (1) The price of the Goods shall be the Company's quoted price as set out in its quotation.
- (2) The Company reserves the right by giving notice to the Customer to increase the price for the Goods to reflect any increase in the cost to the Company after the date the order is received as a result of:
 - (i) Any alteration in the specification of the Goods requested by the Customer.
 - (ii) Any of the instructions of the Customer or the failure to give information or instructions.
 - (iii) Any factor beyond the control of the Company (such as, without limitation, foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in labour materials or other costs of manufacture).
 - (iv) an increase or decrease in the quantity of the Goods required by the Customer.
 - (v) any alteration to the date of delivery of the Goods agreed with the Customer.

All prices are subject to the addition of value added tax at the appropriate rate which the Customer shall be additionally liable to pay to the Company.

4 DELIVERY

- (1) The Company reserves the right to deliver the Goods in part loads.
- (2) Any dates quoted for delivery of the Goods are approximate only and time for delivery shall not be of the essence unless previously agreed in writing by the Company. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- (3) Delivery notes bearing the signature of the Customer, its employee, officer, agent or representative, shall be conclusive evidence of receipt of Goods described thereon, unless claims for investigation are made in writing to the Company as from the delivery date, as set out below in clause 4(4).
- (4) Any claim by the Customer which is based on any defect in the quality or condition of the Goods (including, without limitation, that the Goods have been damaged in transit) or their failure to correspond with the specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 14 days from the date of delivery. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- (5) Any claim by the Customer which is based on defect in quantity of the Goods shall be notified to the Company within 30 days from the date of delivery. If the Customer does not notify the Company accordingly, the Company shall have no liability for such failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract and the Customer shall not be entitled to reject the Goods so delivered and shall accept the Goods delivered as part performance of the Contract.
- (6) The Goods shall be delivered to the Customer at such place as may be agreed in writing by the Customer and the Company but in the absence of such agreement delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection. Where the Goods are not delivered by the Company or collected by the Customer, but are delivered by an independent carrier, delivery of the Goods to the carrier shall be deemed to be delivery to the Customer.
- (7) If the Customer fails to take delivery on the agreed date, or the Company is unable to ship due to an outstanding payment being overdue the Company shall be entitled to issue an invoice to the Customer for such Goods and to store and insure them, and to charge the Customer the reasonable costs of so doing.
- (8) The costs of carriage shall in all cases be reimbursed by the Customer to the Company and shall be due on the date for payment of the supply of the Goods.

5 PACKING

Packing will be in accordance with the Company's standard packing, unless specified in writing.

6 DESIGN AND DRAWING

- (1) It is the Customer's responsibility to ensure that any drawings, specifications and tooling supplied to the Company are correct.
- (2) The Company accepts no responsibility for any such drawings, designs or specifications and offers no warranty, guarantee, representation or opinion as to the practicability of construction, or the efficacy, safety or otherwise of materials to be supplied, or work to be executed by the Company in accordance therewith; and the costs of

	any additional work caused by defects in any such drawings, designs or specifications shall be chargeable to the Customer.				
(3)	Drawing and artworks are held on the Company's premises at the risk of the Customer, The Company will store and hold in good workable condition. In the case of a drawing or artwork not being used for a period of two years the Company reserves the right to dispose of the said artworks and tooling.	(2)	On giving written notice to the Customer, the Company shall be entitled to suspend or cancel further deliveries and to suspend or cancel work under this and any other contract between the Company and the Customer if the value of the Goods delivered but not paid for exceeds any credit limit agreed between the Company and the Customer (whether or not payment for such Goods is overdue).		
(4)	Artworks and tooling will be returned on request, all costs for the return to be borne by the Customer.				
(5)	When the issue level of an artwork is raised the Company policy is to dispose of the old issue unless specifically requested in writing not to do so by the Customer.				
7	RISK AND TITLE	11	INTELLECTUAL PROPERTY		
(1)	Risk of loss or damage to the Goods shall pass to the Customer:		The Customer shall indemnify the Company fully against all losses, liabilities, costs and expenses which the Company may incur as a result of work done in accordance with any order, design or specification of the Customer which results in the infringement of any Intellectual Property Right.		
(i)	in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection;	12	WARRANTIES		
(ii)	in the case of Goods delivered otherwise than at the Company's premises by the Company, at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods; or	(1)	The Company warrants the solderability of Goods supplied for a period of six months from the date of manufacture. Any Goods used after the warranty period are used at the customers risk.		
(iii)	in the case of Goods to be delivered otherwise than at the Company's premises by an independent third party, when the Goods are consigned to that carrier.	(2)	Subject to compliance with the obligations under clause 4 hereof, which shall be a condition precedent to the Company's liability, the Company will repair or replace (at its option) any components of the Company's manufacture which are found to be defective due to faulty materials or workmanship. This warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.		
(2)	The property and title in the Goods shall not pass to the Customer until all amounts due from the Customer to the Company in respect of Goods delivered to it have been paid for in full but the Customer shall be entitled to resell or use the Goods in the ordinary course of its business. Until such time as the property in the Goods passes to the Customer:	(3)	In clause 12(2) "defective" means not in accordance with contractual specification. The Company will accept that Goods are defective only after it has been given the opportunity to verify that the allegedly defective Goods do not meet the contractual specification.		
(i)	the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property; and	(4)	The warranties stated in this Agreement will not apply to the extent that a claim arises due to the Customer failure to store the Goods in accordance with proper commercial practice and the guidelines of the Company.		
(ii)	the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon the premises of the Customer or any third party where the Goods are stored and repossess the Goods.	(5)	The warranties and conditions stated in this Agreement are in lieu of all other warranties, conditions or other terms, whether express or implied, statutory or otherwise, all of which are expressly excluded, including, without limitation, any implied warranties or conditions as to satisfactory quality, fitness for a particular purpose or as to the proper use of reasonable skill and care.		
(iii)	If the Customer fails to make any payment for the Goods to the Company when due, or becomes insolvent, or bankrupt or goes into liquidation, or makes any arrangements with its creditors, or has a Receiver appointed over any of its property or undertaking then the right to deal with the Goods under clause 7(2) shall automatically cease, and the Company shall be thereupon entitled to enter upon the premises of the Customer or any third party and re-claim the Goods.	13	LIMITATIONS ON LIABILITY		
(3)		(1)	Nothing in this Agreement shall limit the Company's liability to the Customer for personal injury or death caused by its negligence or fraudulent misrepresentation.		
(i)	The Customer shall be wholly responsible for the Goods when they are delivered and shall ensure they are stored in the original packaging and in a temperature and humidity controlled environment. The Customer can obtain guidelines as to storage from the Company's technical department on request.	(2)	The Company's liability to the Customer, in contract, tort or otherwise for loss or damage to the Customer's tangible property, caused either by defects in the Good resulting from the Customer's negligence or by the negligence of its employees shall be limited to a maximum amount paid for the Goods in question per event or series of connected events.		
(ii)	Stock rotation is also the Customer's responsibility once the Goods are delivered. All Goods supplied will be marked with a date code stating the week of manufacture.	(3)	Subject to clause 13(1) the Company shall not be liable in contract, tort or otherwise howsoever for losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise) including:		
8	TERMS OF PAYMENT	(i)	loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage or corruption to data;		
(1)	The Customer shall pay strictly net thirty days from the date of the invoice unless otherwise agreed in writing. Time of payment of the price of the Goods shall be of the essence. If the Customer fails to pay within this time, then it shall lose the benefit of any previously agreed discount.	(ii)	any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, whether or not such loss or damage is of a type specified in clause 13(3)(i)); whether arising out of, in connection with or in relation to the Goods or the supply or non-supply of the Goods or otherwise under this Agreement.		
(2)	The Customer shall pay all accounts in full and not exercise any rights of set off or counter-claim against invoices submitted.	(4)	Subject to clauses 13(1) to 13(3) above, the Company's total liability in contract, tort (including without limitation, negligence) or otherwise whether arising out of, in connection with or in relation to the Goods or the supply or non-supply of the Goods or otherwise under this Agreement shall be limited to the price paid or payable for the Goods for any one event or series of connected events in aggregate.		
(3)	Payment is to be made in the currency stated by the Company in its invoice.	14	FORCE MAJEURE		
(4)	If the Goods are delivered in instalments to the Customer the Company shall be entitled to render an invoice to the Customer in respect of the Goods delivered.	(1)	If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.		
(5)	If the Customer fails to make any payment in respect of any invoice rendered by the Company (whether or not all of the Goods have been delivered to the Customer) on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:	(2)	Notwithstanding any other provision of the Contract, neither party shall be deemed to be in breach of the Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Contract, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than 28 days the Contract shall terminate forthwith.		
(i)	cancel the contract or suspend any further deliveries to the Customer;	15	ASSIGNMENT		
(ii)	appropriate any payment made by the Customer to such of the Goods (or any other Goods supplied under any other contract between the Company and the Customer) as the Company may think fit; and		The Contract shall be personal to the Customer and no rights arising hereunder shall be assignable by the Customer without the express written consent of the Company.		
(iii)	charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 8% per annum above Barclays Bank plc base rate from time to time until payment in full is made.				
9	REFERENCES				
	Orders are accepted subject to trade and financial references being satisfactory, (any costs incurred in obtaining these references are to be borne by the Customer) otherwise the Company reserves the right to issue a pro forma invoice.				
10	CANCELLATION				
(1)	An order accepted by the Company may only be cancelled on the Customer giving one month written notice to				

16 **ENGLISH LAW**

English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.