

THE AUTOMATION PARTNERSHIP (CAMBRIDGE) LTD

Terms and Conditions of Supply

1. DEFINITIONS

These conditions shall apply to all orders (“the Order”) made for the purchase of Goods described in the Order (“the Goods”) or services described in the Order (“the Services”) by The Automation Partnership (Cambridge) Limited (“TAP”) from the seller named on the face of this Order (“the Seller”) either in response to a Seller’s quotation (“the Quotation”) or otherwise. TAP may provide a specification (“the Specification”) for such Goods or Services together with any other confidential information which is relevant to the Order (“the Confidential Information”)

2. ORDERS

The Order and these conditions shall apply to the contract to the exclusion of all other terms and conditions put forward by the Seller or subject to which the Order is accepted or purported to be accepted by the Seller.

TAP will not be responsible for any Goods or Services purported to be ordered by it unless such Order is on TAP’s official printed order forms, duly signed. Any variation of these conditions shall be valid only if confirmed by a senior manager or director of TAP in writing.

The Order and matters pertaining thereto shall be governed and construed in accordance with English Law and the Seller agrees to submit to the non-exclusive jurisdiction of the English Courts.

3. PRICE and PAYMENT

The price shall be as stated in the Order and shall be inclusive of all delivery and packaging costs and exclusive of any applicable Value Added Tax

TAP shall not be charged for nor be responsible for the return of any pallets or any other packaging or delivery items.

The price shall be deemed to include an irrevocable and unrestricted right to use, copy, modify or change any computer programs which are supplied by the Seller for any purpose.

Provided that the Seller has delivered all the Goods or Services described in the Order, submitted an accurate invoice showing the Order number, and submitted a monthly statement within seven days of the end of each month then TAP shall pay the Seller’s invoice before the end of the month following the month of the invoice or delivery, whichever occurs later.

4. DELIVERY

Unless specified to the contrary, time shall be of the essence. The date for delivery on the Order is the date on which the Goods are to be received by TAP at the delivery point shown on the Order during normal business hours. If a delay or shortfall appears likely, the Seller must promptly inform TAP.

TAP shall be entitled to inspect all items supplied following delivery and to reject and return at the Seller’s expense for a full refund or replacement at TAP’s sole option, the whole or part of any item or batch that is faulty in design, quality or construction or which does not conform to any relevant sample and to any Specification for such Goods or Services.

Risk of damage to or loss of the Goods and/or Services shall pass to TAP upon delivery to TAP in accordance with this contract and/or completion of the Services as appropriate.

The property in the Goods shall pass to TAP upon delivery, unless payment in full for the Goods is made prior to delivery, when title shall pass to TAP once payment has been made.

All Goods and/or Services shall be subject to any tests required in TAP's Order, and TAP shall be entitled to be present at all such tests.

TAP shall be entitled to inspect the Goods and/or Services at any reasonable time at the Seller's premises, but such inspection shall not constitute acceptance or approval of the Goods and/or Services. If upon inspection any Goods and/or Services are defective or not in accordance with this contract, TAP shall inform the Seller in writing and the Seller shall at its own expense make good the defect and/or ensure the Goods and/or Services comply in all respect with this contract.

5. WARRANTY

The Seller warrants that:

- (a) all Goods conform:
 - (i) as to quantity, quality and description with the Specification (if any) including technical details, drawings or other information specified in the Order or otherwise made known in writing to the Seller, and
 - (ii) with any sample provided by either TAP or the Seller and
 - (iii) to United Kingdom safety standards
- (b) the Goods are free from defects in design, materials and workmanship
- (c) any computer software supplied will provide the features and facilities specified
- (d) the Goods are of merchantable quality and fit for their intended purpose where made known to the Seller or where it may reasonably be inferred.

- (e) that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and will be provided to such high standard of quality as it is reasonable for TAP to expect in all the circumstances.

These warranties shall survive any termination of this Order and are not affected by inspection, delivery, acceptance or payment and shall inure the benefit of TAP's successors, assigns, customers and user's of the item or services provided.

Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with this contract, or if any defect shall materialise within a period of 12 months after delivery and/or performance then TAP shall be entitled at TAP's option: to require the Seller to repair the Goods and/or to supply replacement Goods or Services in accordance with this contract within the time stated in writing by TAP or to treat this contract as discharged by the Seller's breach (which includes any failure of the Goods and/or Services to meet the contract requirements following repair and/or replacement) and require the repayment of any part of the price which has been paid.

The Seller shall indemnify TAP in full against all liability, loss including loss of profit and increased production costs, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by TAP as a result of or in connection with:

- i. breach of any warranty given by the Seller in relation to the Goods and/or the Services;
- ii. any claim that the Goods infringe, or their importation, use of resale, infringes the patent, copyright, database right, registered design, design right, trade mark or other intellectual property rights of any other person, except to the extent that the

claim arises from compliance with any Specification or drawing supplied by TAP;

- iii. any act or omission of the Seller its employees, agents or sub-contractors in supplying, delivering and/or installing the Goods; and
- iv. any act or omission of the Seller its employees agents or sub-contractors in connection with the performance of the Services.

6. INTELLECTUAL PROPERTY, DRAWINGS AND SPECIFICATIONS

All tools, equipment, patterns, drawings, specifications and documentation supplied by TAP to the Seller shall remain the property of TAP together with all intellectual property rights of whatever nature therein and all such items shall be used solely for the purpose of this contract and returned to TAP forthwith on request or upon completion of the Contract whichever is earlier.

Where Services are supplied or Goods are designed or manufactured bespoke for TAP or using TAP tools, equipment, patterns, drawings, specifications or documentation, then all intellectual property rights in the Goods or the results of the Services shall belong to TAP and the Supplier hereby assigns to TAP all such rights and agrees to do all such things necessary to evidence or perfect such assignment.

7. CONFIDENTIALITY

The Seller shall keep confidential any Confidential Information as well as drawings, designs and information disclosed by or relating to TAP whether of a commercial or technical nature.

TAP may supply the Seller with a set of relevant drawings and documentation relating to the manufacture and assembly of the Goods. Such Confidential Information is

supplied only to enable the Seller to manufacture and supply Goods. TAP's Confidential Information is provided on the express understanding that the Seller will keep it confidential and not use it to manufacture or have manufactured other than for TAP components, assemblies or for any other purpose. In particular, the Seller shall not allow third parties who are, or Seller should reasonably know are, competitors of TAP to view, inspect or have access to any TAP components, assemblies, Specifications or Confidential Information.

8. TERMINATION

TAP shall be entitled to cancel the Order without cause in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event TAP's sole liability shall be to pay to the Seller the price for the Goods and/or Services in respect of which TAP has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

TAP may cancel the whole or part of the Order at any time by written notice and without liability if the Seller:

- (a) fails to comply with any of its obligations under the Order or these conditions,
- (b) ceases to trade, becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other party (other than for the purpose of a solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Seller's assets or business, or if the Seller makes any composition with its creditors or takes or suffers any similar or analogous action in any other jurisdiction
- (c) purports to assign or materially subcontract any of its obligations under this Order without TAP's prior written consent.

TAP's right of cancellation is in addition to such other rights and remedies as TAP may be entitled to. Upon cancellation, the Seller will, if requested, provide TAP with all partly completed work and with all such documentation and information as may be necessary to enable a third party to complete the manufacture and supply of items ordered.

Where the cost of completing such items or acquiring equivalent items from an alternative source exceeds the price that would have been payable to the Seller, the Seller will pay such excess to TAP on demand. All software licences shall continue without further payment or royalties or other charges notwithstanding cancellation by TAP in accordance with this provision.

9. GENERAL

Unless otherwise stated, the Goods must conform to any relevant British Standards Specification.

In accepting this Order the Seller undertakes to inform TAP in writing and before delivery of any Goods containing hazardous materials or Goods requiring special handling.

Where the Seller requires access to TAP's premises for the purposes of installation of the Goods and/or performance of the Services, TAP shall provide reasonable access and all services necessary to permit the Seller to fulfil its obligations under the Contract at mutually convenient times.

The Seller will commit no act nor omission at TAP's premises which would render TAP liable to any person and the Seller shall observe all regulations and provisions in force relating to the safety of persons using TAP's premises.

This Order may not be subcontracted or assigned in whole or in part without TAP's prior written consent

Where the Seller sub-contracts performance of any of its obligations, it may only do so subject to acceptance by the Seller of full liability in respect of any act or omission of the sub-contractor and in respect of insurance of the Goods and/or Services when under the control of the sub-contractor.

TAP reserves the right to require the Seller to cancel or suspend deliveries in the case of any strike, lock out, accidents or stoppage of TAP's business or other event beyond TAP's control which prevents or hinders the use of the Goods, and payment shall be postponed until such time as delivery shall be resumed.

All notices to be served in relation to this contract shall be in writing and delivered by hand or sent by pre-paid first class post or by facsimile to the party's normal place of business. Notices sent by post shall be deemed received two days after the date of posting, and notices sent by facsimile one day after the date of transmission provided that a copy is also posted first class within 24 hours of transmission

If a party does not enforce a right available to it under this contract in any particular instance, then that will not prevent it from enforcing that right in future or in any other instance