



## **Terms and Conditions of CY Systems Limited v1.0**

### 1.0 Interpretation

1.1 "Buyer" means the person or entity that purchases the Goods and/or receives the Services from CY Systems Limited ("CY Systems").

1.2 "Conditions" means these standard terms and conditions of sale and any special terms and conditions agreed in writing between the Buyer and CY Systems.

1.3 "Contract" means the agreement formed between CY Systems and the Buyer for the purchase of Goods and/or the provision of Services as established in accordance with Condition 2.2.

1.4 "Goods" means the products supplied by CY Systems, including any instalments of said products explicitly outlined within the Contract.

1.5 "Services" means the advisory, consulting, installation, maintenance, and inspection services provided by CY Systems, encompassing the following areas: composite repairs, manufacturing, design, mast and rigging services, and supporting documentation as detailed in the Contract.

### 2.0 Application of Conditions

2.1 All Contracts for the sale of Goods and/or the supply of Services by CY Systems are governed by these Conditions, excluding any other terms and conditions that may be proposed by the Buyer. No variations to the Contract or to these Conditions will take effect unless explicitly agreed in writing by duly authorised representatives of CY Systems and the Buyer.

2.2 Every order or acceptance of a quotation made by the Buyer is deemed to be an offer to purchase Goods and/or Services in accordance with these Conditions. Acceptance of the order will not occur until CY Systems dispatches a signed acknowledgment of the order ("Acknowledgment"), which incorporates these Conditions.

2.3 The Contract and these Conditions represent the entire agreement and understanding between the parties, superseding all prior agreements, whether written or oral, relating to the subject matter. The parties agree that no external representations, inducements, promises, or agreements have been made outside of the Contract.

2.4 Written quotations issued by CY Systems are valid for 30 days, unless specified otherwise. CY Systems retains the right to withdraw any quotation in writing before acceptance by the Buyer.

2.5 The Buyer may not cancel the Contract without CY Systems' prior written consent and must indemnify CY Systems for any losses incurred due to the cancellation, including, but not limited to, costs of labor and materials already expended. This does not affect the Buyer's right to cancel under the Consumer Protection (Distance Selling) Regulations 2000 ("DSR"). In such circumstances, any returned Goods must be sent back at the Buyer's cost.

2.6 Once Services have commenced by CY Systems, cancellation is not permitted. In the case of Goods ordered to the Buyer's specifications, cancellation is also not permitted.

### 3.0 Description, Specifications & Buyer's Information

3.1 The Goods and/or Services' quantity, quality, description, and specifications will be as outlined in the Contract. All specifications are approximate and subject to normal industrial tolerances. CY Systems reserves the right to alter specifications in response to changes in technical knowledge, production, regulations, or for safety considerations; the delivery of Goods conforming to the design and specifications at the time shall be adequate performance under the Contract.

3.2 If Services are to be executed or Goods manufactured according to the Buyer's instructions, the Buyer will indemnify CY Systems against all losses, damages, costs, and expenses resulting from any infringement of third-party rights due to such compliance.

3.3 The Buyer is responsible for ensuring the accuracy of the order details, providing necessary documentation, information, and facilities necessary for CY Systems to fulfill the Contract according to its terms.

3.4 Any delay in the Buyer providing necessary information or access shall result in the Buyer bearing all associated costs and shall not incur any liability for CY Systems.

3.5 All samples, drawings, or promotional materials shown or supplied to the Buyer give a general idea of the Goods and/or Services. They do not form part of the Contract; CY Systems does not sell by sample.

### 4.0 Prices

4.1 The price payable for Goods and/or Services shall be as laid out in the Contract, exclusive of VAT and additional costs.

4.2 The Price is quoted ex-works but does not include delivery costs, which encompass packing, storage, insurance, freight, and Customs/harbour clearance fees. The Buyer agrees to pay these additional amounts within seven days from the date of CY Systems' invoice.

4.3 CY Systems retains the right to adjust the Price in the event of any cost increases arising from factors beyond its control or due to changes in the Buyer's requests regarding delivery dates, quantities, or specifications.

### 5.0 Payment

5.1 Timely payment is critical; all payments should be made in full without deduction or set-off.

5.2 A non-refundable deposit of 50% of the Price will be invoiced upon the Acknowledgment and must be paid within seven days. The remaining balance is due upon readiness for delivery of Goods or substantial completion of Services.

5.3 CY Systems reserves the right to withhold work until the Deposit has been received in cleared funds.

5.4 The Buyer must pay all amounts due in full and in cleared funds, irrespective of delivery status; failure to do so allows CY Systems to withhold delivery.

5.5 In cases of late payment, CY Systems is entitled to charge interest on the amount outstanding both before and after any judgment at an annual rate of eight percent (8%) above the Bank of England base rate.

5.6 For Goods charged with VAT, CY Systems will not recognise any non-payment of VAT against promises of future proof of export. VAT refunds will only occur upon receipt of adequate proof of export.

## 6.0 Delivery and Performance

6.1 Delivery of Goods and performance of Services will occur as defined in the Contract, which may specify collection from CY Systems' premises or delivery to the Buyer's specified address.

6.2 Delivery dates are estimations; delays do not allow termination unless they exceed 180 days and CY Systems has not provided updates about said delays.

6.3 CY Systems is not liable for any losses resulting from delays in delivery.

6.4 In cases where the Buyer fails to accept delivery, or fails to provide necessary instructions or documentation, CY Systems may consider the Goods as delivered and charge the Buyer for all related costs, including storage.

## 7.0 Guarantee

7.1 Where CY Systems is not the manufacturer of the Goods, it will make reasonable efforts to transfer any relevant warranties or guarantees to the Buyer.

7.2 All Goods and/or Services provided by CY Systems are guaranteed as follows:

- Goods: 12 months from the time of delivery, ensuring satisfactory quality.
- Services: 6 months from the delivery time, ensuring performance with reasonable care and skill.

7.3 CY Systems will not be liable under any guarantees if defects arise due to failure to follow instructions, unauthorised repairs, or misuse.

7.4 Notice of any claims regarding guarantees must be made in writing within seven days of the defect arising.

7.5 Any generated reports are for internal use only and require CY Systems' specific approval for use in legal actions.

## 8.0 Risk

8.1 The risk of loss or damage to Goods will pass to the Buyer upon dispatch or at the time the Goods are made available for collection.

8.2 CY Systems has the right to recover payment for Goods regardless of when ownership is transitioned.

## 9.0 Ownership of Property

9.1 CY Systems retains ownership of Goods until payment is received in full.

9.2 The Buyer agrees to store Goods in a manner that clearly identifies them as the property of CY Systems and to maintain them in satisfactory condition.

## 10.0 Default or Insolvency

10.1 In the event of breach of Contract by the Buyer, including failure to remedy issues within 14 days of notice, CY Systems may:

- Cancel the Contract and declare all amounts owing immediately due.
- Recover damages from the Buyer for any loss.
- Cease work on the Contract.
- Repossess and remove Goods, selling them as necessary to satisfy the Buyer's liability.

10.2 If CY Systems defaults on any terms, the Buyer may cancel the Contract and seek damages as appropriate under these Conditions.

## 11.0 Events outside our Control

The Contract may be suspended due to Force Majeure events and CY Systems will not be held liable for any loss or damage arising from such events. If the Force Majeure persists for 180 days, the Contract shall be deemed mutually terminated.

## 12.0 Law and Dispute

This Contract is governed by the laws of England, and both parties submit to the exclusive jurisdiction of the English Courts regarding any legal proceedings.

## 13.0 Liability

13.1 Except for liabilities arising from negligence leading to death or personal injury, CY Systems' liability is limited to the amount the Buyer has paid under the Contract.

13.2 Claims regarding non-delivery must be made within 7 days from the invoice date.

13.3 Claims about damage during transit must be notified in writing within the carrier's standard business terms.

13.4 CY Systems is not liable for losses or indirect damages arising from its failure to perform.

13.5 Any advice provided without written confirmation is at the Buyer's risk, and CY Systems is not liable for such advice.

## 14.0 Intellectual Property

14.1 CY Systems retains ownership of all intellectual property rights in materials supplied to the Buyer. Any intellectual property rights in Buyer-supplied materials are not claimed by CY Systems.

14.2 The Buyer agrees to indemnify CY Systems against all liabilities arising from third-party claims involving intellectual property violations due to compliance with the Buyer's specifications or designs.

## 15.0 General

15.1 Notices between parties must be in writing and delivered to registered addresses, deemed given when received.

15.2 The term references to statutes include any amendments or substitutions.

15.3 The rights and remedies under this Contract are cumulative and do not exclude other rights.

15.4 If any term is deemed unenforceable, the remaining terms will remain in effect.

15.5 Delay in enforcing rights does not constitute a waiver of those rights.

15.6 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone not a party to the Contract.

15.7 CY Systems may assign or transfer this Contract at its discretion; the Buyer may not assign rights without CY Systems' prior written consent.