



SPC Quality Ltd

Terms and Conditions of Sale

1. Definition

In the Contract as hereinafter defined, the following words shall have the meanings hereby assigned to them except where the context otherwise requires

- I. The SELLER shall be either or any part of SPC Quality Ltd (Cowey Electrical Engineering)
- II. The BUYER shall be the Company purchasing, hiring or using the Goods or Services within this Contract.

2. Application

These conditions alone shall govern and be incorporated in every contract made by or on behalf of SPC Quality Ltd - the Seller. These conditions shall apply in place of and prevail over any other terms or conditions of the Buyer or implied by trade, custom, practice or previous courses of dealing. No variations to these conditions shall be binding unless agreed in writing by a director of the Seller. These conditions shall be governed and construed in accordance with Scottish Law and the parties acknowledge and accept the non-exclusive jurisdiction of the Scottish Courts.

3. Quotation and Acceptance

Any quotation shall be valid for 30 days, unless otherwise agreed in writing by the Seller. However, any quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise a quotation at any time prior to the acceptance by the Seller of the order from the Buyer.

4. Prices

The price of the contract shall be as set out in the quotation. All prices are exclusive of value-added tax, withholding tax, import duties and local taxes, for which the Buyer shall be liable.

5. Cancellation

No order which has been accepted by the Seller may be cancelled by the Buyer unless agreed in writing by the Seller and on condition that the Buyer shall indemnify the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller as a result of cancellation. Standard Cancellation charge of £60 applies to EICR's and work cancelled within 24 hours of agreed time.

6. Installation of Goods

Where the Contract provides for the Seller to advise the buyer on installation only, the Seller will supply the necessary personnel for advisory purposes only. The Buyer will supply all necessary labour, equipment and tools for the installation.

7. Payment

The buyer shall pay the price in full within the due date shown of invoice, unless otherwise agreed in writing by the Seller. Time of payment is of the essence of all contracts. The Seller may withhold further works and services to the Buyer until payment is made in full in respect of all money due and owing by the Buyer to the Seller. If payment is not made by the due date on any invoice, then all issued invoices whether dated before or after the due date of that invoice in respect of which there has been a default in payment, shall become immediately due and payable in full. If payment is not made by the due date on any invoice, then all issued invoices whether dated before or after the due date of that invoice in respect of which there has been a default in payment, shall become immediately due and payable in full. Seller will have the right to charge interest to the Buyer on the amount unpaid at the rate of 8% per annum above the Bank of Scotland base rate calculated on a daily basis% and additional £40 Admin Charge.

8. Completion

Dates given by the Seller to the Buyer for completion of the contract are estimates only and while the Seller will use all reasonable means to adhere to completion dates but shall be under no liability for failure to do so nor shall the Buyer be entitled to rescind the contract by reason of this. Time of completion shall not be of the essence of the contract.

9. Assignment

- I. The Buyer may not assign or transfer any rights or obligations under the contract without the prior agreement in writing by the Seller. The Seller may with the prior approval of the Buyer assign or subcontract any contract. The Buyer will not unreasonably withhold such approval.
- II. If the Buyer is the contractor or sub-contractor for whom the Seller is acting as sub-contractor or if the Seller otherwise carries out services for the Buyer to property or at premises of a third party then the Buyer shall ensure that these Conditions are incorporated in, and take precedence over any conflicting terms in, any contract between the Buyer and such third party relating to the same subject matter as the Contract. In addition the Buyer shall indemnify the Seller in respect

of any loss, claims or damage incurred by the Seller including any economic or consequential loss as a result of carrying out such sub-contracting for the Buyer where the Buyer fails to timeously or adequately perform its obligations under the Contract being Sub-contracted whether due to fault on the part of the Buyer or not, including without limitation any delictual claim which may be made by the person who is contracted with the Buyer or any other party.

10. Force Majeure

The Seller shall not be liable to the Buyer or to be deemed to be in breach of any contract with the Buyer by reason of any delay in performing or any failure to perform any of the obligations of the Seller in relation to the contract if the delay was due to force majeure or to any other cause beyond the reasonable control of the Seller.

11. Termination

The Seller may terminate the contract without liability to the Buyer by notice in writing to the Buyer if:

- I. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (if an individual) becomes bankrupt or (if a company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed or the Buyer ceases or threatens to cease to carry on business.
- II. Payment has not been received from the Buyer in full in respect of all money due and owing by the Buyer to the Seller on all contracts.
- III. The Buyer is in breach of any of these conditions.
- IV. The Buyer is in breach of any other contract with the Seller.

The Provisions of clauses 8 and 12 shall survive termination of the contract for whatever reason by the Seller or the Buyer.

12. Guarantees

The Seller shall guarantee the quality of workmanship and materials used for a period of 12 months from the completion date of the element of the scope of works as defined in the Suppliers quotation or from the date of issue to the Buyer, whichever is the earlier. The obligation of the Seller in the event of a breach of this guarantee is limited to failure due to faulty workmanship or materials and will be rectified free of charge. This guarantee is given in lieu of any other guarantees or conditions expressed or implied, whether by statute or otherwise, and is subject to the following conditions and exclusions:

- I. Claims must be notified in writing to the Seller as soon as practical after discovery of the defect.
- II. Any claim for defects will be subject to inspection by the Seller.
- III. The Seller shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer.
- IV. The Seller shall be under no liability if the defect or failure, in the reasonable opinion of the Seller, arises from fair wear and tear, wilful damage, misuse, negligence by the Buyer or any third party, failure to follow the instructions of the Seller, or alteration or repair without prior approval in writing by the Seller.
- V. The Seller shall be under no liability if the contract value has not been paid in full by the date due for payment.
- V. The guarantee does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be entitled only to the benefit of any guarantee as is given by the supplier to the Seller.

VI.

The Seller: shall not be liable for any claims for consequential loss or damage or other claims for consequential compensation to include although not limited to:

- a. Loss of Profits.
- b. Loss of use or revenue to include loss of overheads.
- c. Loss of Production.
- d. Loss of interest on moneys withheld under a main or third party contractor.
- e. Losses due to claims made against the Buyer by a main or third party contractor.
- f. Any other losses howsoever arising out of or in respect of a main or third party contract.

VII. The Buyer accepts and acknowledges that the limitations and conditions of the guarantee clauses are deemed to be reasonable within the meaning of the Unfair Contracts Terms Act 1977.

13. Liability

The Seller shall not be liable to the Buyer for, except in cases of death or personal injury caused by the negligence of the Seller, any amount in excess of the purchase order unit price or any consequential loss or damage as specifically set out in clause 12 (vii) above.

14. Intellectual Property Rights

The Buyer shall Indemnify the Seller against all loss, costs, damages, charges and expenses awarded against or incurred by the Seller as a direct result of the carrying out of any work required to be done in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party. The Seller reserves the right to make any changes to the specifications where it is required to conform to any applicable statutory requirements.

15. Notices

Any notice shall be in writing and shall be deemed to have been duly given when posted using first class inland letter mail or in hand delivered when actually delivered.

16. Contracts (Rights of Third Parties) Act 1999

Regardless of any provision in this Contract to the contrary, for the purposes of the Contract (Rights of Third Parties) Act 1999, this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

17. Confidentiality

- I. Unless notified in writing by the Buyer, any information or documentation supplied by the Buyer to the Seller shall not be deemed to be confidential.
- II. Any information, drawings or documentation supplied by the Seller to the Buyer are subject to copyright protection laws and shall be deemed to be confidential, unless notified otherwise in writing by the Seller.

18. Waiver

No waiver by the Seller of any breach of any contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision.

19. Severability

If any of these conditions is held to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

20. Applicable Law

These conditions shall be governed by and construed in accordance with Scottish Law and the parties acknowledge and accept the non-exclusive jurisdiction of the Scottish Courts.