

Terms and Conditions of Sale

These Conditions will apply to all contracts between the Supplier and the Customer in relation to the supply by the Supplier of any and all Goods. The definitions used in these Conditions are set out in Schedule 1. Please note that specific terms apply if the Customer's contract is with G F Laser Limited and such additional terms are set out in Schedule 2.

1. **Basis of Contract**

- 1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 1.3 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They will not form part of the Contract nor have any contractual force.

2. **Quotations and Orders**

- 2.1 On receipt of a request accompanied by a Specification from the Customer, the Supplier may submit a quote based on that Specification but will be under no obligation to do so.
- 2.2 Any quotation given by the Supplier will not constitute an offer and a quotation will only be valid for the period stated in the quotation and on the basis of the Specification submitted by the Customer in accordance with clause 2.1.
- 2.3 On receipt of a quotation, the Customer will decide whether or not to place an Order with the Supplier and will notify the Supplier as soon as possible of its decision.
- 2.4 An Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.5 The Order will only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract will come into existence.

3. **Specification**

- 3.1 The Customer will submit the Specification in relation to the Goods with its Order. If the Supplier envisages any issues or problems with the Specification, it will notify the Customer. The parties will use reasonable endeavours to agree the Specification.

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- 3.2 If the parties cannot agree the Specification:
- 3.2.1 either party may refer the matter to be dealt with in accordance with clause 12;
 - 3.2.2 without prejudice to any other rights or remedies the Supplier may have, the Supplier may cancel the Customer's Order without liability. The Customer will pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination or management time incurred by the Supplier in relation to that Order prior to the time of termination, but such compensation will not include loss of anticipated profits or any consequential loss.
- 3.3 Unless otherwise agreed, the Customer will attend all feasibility, engineering or other meetings relating to the Goods arranged by the Supplier at the Customer's expense.
4. **Goods**
- 4.1 The Goods are described in the Supplier's quotation given pursuant to clause 2.1.
 - 4.2 The Customer will indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 4.2 will survive termination of the Contract.
 - 4.3 The Supplier reserves the right to cease working on an Order if required by any applicable statutory or regulatory requirements. To the extent legally possible, the Supplier will raise any such issue promptly with the Customer and the parties will work together using reasonable endeavours to agree a solution, including an amended Specification if necessary. the Supplier reserves the right to increase the price of the Goods if any such solution or amendment to the Specification results in increased costs to the Supplier.
 - 4.4 The Customer must not rely on the Supplier's checking and quality control procedures and must instead implement its own internal procedures to ensure that Goods are in order before providing them to its customers.
 - 4.5 The Customer acknowledges that unless otherwise specified in the Supplier's written acceptance of order given pursuant to clause 2.5, all ancillary operations including (without limitation) painting, machining, drilling and countersinking are excluded.

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5. Tooling

If the Supplier produces or manufactures tooling or fixtures and fittings to assist with its manufacture of the Goods, those items of tooling and fixtures and fittings will remain the property of the Supplier.

6. Delivery and Collection of Goods

6.1 If the Supplier delivers the Goods to the Customer:

6.1.1 the Supplier will ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and the Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and if the Goods are being delivered by instalments;

6.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, the Supplier will notify the Customer. The Customer will make any such packaging materials available for collection at such times as the Supplier will reasonably request;

6.1.3 the Supplier will deliver the Goods to the Delivery Location;

6.1.4 the Supplier (or any courier nominated by it) may deliver the Goods at any time between the hours of 8:00 – 17:00 unless agreed otherwise;

6.1.5 the risk in the Goods will pass to the Customer on completion of delivery; and

6.1.6 delivery is completed on the completion of unloading of the Goods at the Delivery Location.

6.2 If the Customer collects the Goods from the Supplier:

6.2.1 the Supplier will make available to the Customer a delivery note that shows the date of the Order, all relevant Customer and the Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

6.2.2 the Customer will collect the Goods from the Collection Location within 5 Business Days of the Supplier notifying the Customer that the Goods are ready;

6.2.3 the risk in the Goods will pass to the Customer on collection; and

6.2.4 collection is completed on the completion of loading of the Goods at the Collection Location.

6.3 Any dates quoted for delivery or collection (as the case may be) are approximate only, and the time of delivery or collection is not of the essence. the Supplier will

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not be liable for any delay in delivery or collection of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 6.4 If the Supplier fails to deliver the Goods or make the Goods available for collection, its liability will be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier will have no liability for any failure to deliver the Goods or make the Goods available for collection to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If the Customer fails to take or accept (as the case may be) delivery of the Goods within 5 Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 6.5.1 delivery/collection of the Goods will be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- 6.5.2 the Supplier will store the Goods until delivery/collection takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery or collection, the Customer has not taken or accepted (as the case may be) delivery of them, the Supplier may dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 6.7 If the Supplier delivers or makes available for collection up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment will be made to the Order invoice.
- 6.8 The Supplier may deliver the Goods or make the Goods available for collection by instalments, which will be invoiced and paid for separately. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

7. **Quality**

- 7.1 The Supplier warrants that on delivery or collection (as the case may be) the Goods will:
- 7.1.1 conform in all material respects with their description and any applicable Specification; and

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- 7.1.2 be free from material defects in design, material and workmanship.
- 7.2 Subject to clause 7.3, if:
- 7.2.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1 (save that in respect of defects apparent on visual inspection, those must be notified to the Supplier within 2 Business Days of delivery or collection (as the case may be));
- 7.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 7.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier will, at its option, repair or replace any defective Goods subject to its then current lead times.
- 7.3 The Supplier will not be liable for the Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:
- 7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- 7.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 7.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- 7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 7.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4 Except as provided in this clause 7, the Supplier will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

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- 7.6 These Conditions will apply to any repaired or replacement Goods supplied by the Supplier.
8. **Title**
- 8.1 Title to the Goods will not pass to the Customer until the earlier of:
- 8.1.1 the Supplier receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods will pass at the time of payment of all such sums; and
 - 8.1.2 the Customer reselling the Goods, in which case title to the Goods will pass to the Customer at the time specified in clause 8.3.
- 8.2 Until title to the Goods has passed to the Customer, the Customer will:
- 8.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 8.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 8.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery/collection;
 - 8.2.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1; and
 - 8.2.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.3 Subject to clause 8.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 8.3.1 it does so as principal and not as the Supplier's agent; and
 - 8.3.2 title to the Goods will pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 8.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy the Supplier may have:
- 8.4.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 8.4.2 the Supplier may at any time:

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- (a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. Price and Payment

- 9.1 The price of the Goods will be the price set out in the Supplier's written order acceptance given pursuant to clause 2.5.
- 9.2 The Supplier may, by giving notice to the Customer at any time before delivery or collection (as the case may be), increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 9.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.2.2 changes to the Specification;
 - 9.2.3 any request by the Customer to change the delivery/collection date(s), quantities or types of Goods ordered; or
 - 9.2.4 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.3 The price of the Goods excludes:
 - 9.3.1 amounts in respect of VAT, which the Customer will additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 9.3.2 the costs and charges of packaging, insurance and transport of the Goods unless confirmed otherwise in the Supplier's written acceptance of the Order.
- 9.4 If on receipt of a request to return packaging pursuant to clause 6.1.2, the Customer fails to do so within 3 months of delivery or collection (as the case may be), the Supplier will have the right to invoice the Customer for the value of the packaging items and the Customer will pay any such invoice in full and in cleared funds within 30 Business Days of the end of the month following the month the invoice was dated.
- 9.5 The Supplier may at any time invoice on a pro forma basis requiring the Customer to pay for Goods before delivery.
- 9.6 Unless clause 9.5 applies or otherwise agreed, invoices will be raised and the Customer will pay the Supplier's invoices at the intervals specified in the

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Supplier's written acceptance of the Order submitted pursuant to clause 2.5, or, if no intervals are specified, the Supplier may invoice the Customer for the Goods on or at any time after delivery or collection (as the case may be) and the Customer will pay the invoice in full and in cleared funds within 60 days of the date of the invoice. Payment will be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

- 9.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer will pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.
- 9.8 The Customer will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). the Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Termination

- 10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1.1 to clause 10.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

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- 10.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer will immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 10.5 Termination of the Contract will not affect the Supplier's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

11. **Limitation of Liability**

- 11.1 Nothing in these Conditions will limit or exclude the Supplier's liability for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 11.1.4 defective products under the Consumer Protection Act 1987; or
 - 11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 11.2 Subject to clause 11.1:
- 11.2.1 the Supplier will under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 50% of the price of the Goods.

12. **Dispute Resolution**

- 12.1 An Expert is a person appointed in accordance with this clause 12 to resolve any disagreement between the parties relating to the Specification of the Goods.

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- 12.2 Where under this agreement a party wishes to refer a matter to an Expert, the parties will first agree on the appointment of an independent Expert and agree with the Expert the terms of his appointment.
- 12.3 If the parties are unable to agree on an Expert or the terms of the Expert's appointment within seven days of either party serving details of a suggested expert on the other, either party will then be entitled to request EEF Limited to appoint a suitable and appropriate Expert with the required expertise.
- 12.4 The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.
- 12.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause 12, then:
- 12.5.1 either party may apply to EEF Limited to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 12.5.2 this clause 12 will apply to the new Expert as if they were the first Expert appointed.
- 12.6 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with any assistance and documents as the Expert reasonably requires to reach a decision.
- 12.7 Each party will with reasonable promptness supply each other with all information and give each other access to all documents, personnel and things as the other party may reasonably require to make a submission under this clause 12.
- 12.8 The Expert will act as an expert and not as an arbitrator. The Expert will determine the matters referred to the Expert under the agreement. The Expert's written decision on the matters referred to the Expert will be final and binding on the parties in the absence of manifest error or fraud.
- 12.9 All matters concerning the process and result of the determination by the Expert will be kept confidential among the parties and the Expert.
- 12.10 Each party will act reasonably and co-operate to give effect to the provisions of this clause 12 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
- 12.11 The Expert and EEF Limited will have no liability to the parties for any act or omission in relation to this appointment, save in the case of bad faith.
- 12.12 If any other dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party

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the dispute, referring the dispute to mediation. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.

- 12.13 For the avoidance of doubt, clause 12 will not prevent the Supplier from immediately initiating court proceedings to seek any interim relief (including injunctive relief) or take advantage of any applicable time limitation.

13. Force Majeure

Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Contract by giving 7 days' written notice to the affected party.

14. General

- 14.1 **Assignment and other dealings.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 14.2 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 14.3 **Variation.** No variation of this Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any

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modification to or deletion of a provision or part-provision under this clause 14.5 will not affect the validity and enforceability of the rest of the Contract.

- 14.6 **Notices.** Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 14.6, and will be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier or email. A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.6; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier or on the date and at the time that the courier's delivery receipt is signed or if sent by email, one Business Day after transmission. This clause 14.6 will not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 14.7 **Third party rights.** No one other than a party to this Contract and their permitted assignees will have any right to enforce any of its terms.
- 14.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with the law of England and Wales.
- 14.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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SCHEDULE 1

DEFINITIONS AND INTERPRETATION

PART 1

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Collection Location: the Supplier's premises or such other location as may be advised by the Supplier.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.3.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: the location set out in the Order or such other location as the parties may agree.

Expert: has the meaning given in clause 12.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Specification: any specification for, drawing, computer aided design or sketch of the Goods that is agreed in writing by the Customer and the Supplier.

Supplier: the person or firm identified as the Supplier in the Supplier's written acceptance of the Order given pursuant to clause 2.5 and any quotation given pursuant to clause 2.1.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

PART 2

In these Conditions, the following rules apply:

1. A reference to:
 - a. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

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- b. a party includes its successors and permitted assigns;
 - c. a statute or statutory provision is a reference to it as amended or re-enacted;
 - d. a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
 - e. **writing** or **written** includes fax and email.
2. Any words following the terms **including** or **include** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

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SCHEDULE 2

G F LASER LIMITED SPECIFIC TERMS

If G F Laser Limited is identified as the Supplier, the following additional terms apply to the Contract:

1. Specification

- 1.1 Unless agreed otherwise in writing, the Customer will provide the Supplier with a set-up part within 3 Business Days of the Supplier's written acceptance of the Order given pursuant to clause 2.5.
- 1.2 The Supplier reserves the right to use such set-up part for its set-up purposes and the Customer agrees that the Supplier may dispose of set-up parts as it sees fit.

2. Goods

- 2.1 The Supplier does not guarantee a:
 - 2.1.1 burr-free; or
 - 2.1.2 scratch-freefinish to the Goods.
- 2.2 The Customer will accept a tolerance of +/- 0.25mm in respect of all Goods.
- 2.3 The Customer acknowledges that tolerances for 5 axis laser cutting will vary according to parent part consistency and the Customer will accept a tolerance of +/- 0.25mm in respect of all Goods where 5 axis laser cutting has been used by the Supplier.
- 2.4 Where the Customer provides the Supplier with products on which to perform laser cutting ("**Free Issue Goods**"), the Customer accepts that the Supplier cannot be held responsible for cutting issues which arise as a result of physical inconsistencies or defects in the Free Issue Goods including (without limitation) domes, ridges or inclusions.
- 2.5 The Supplier accepts no responsibility for any damage to Free Issue Goods in any circumstances.
- 2.6 The Customer acknowledges that all scrap materials arising from work on Free Issue Goods will be the property of the Supplier and the Supplier may dispose of or sell such scrap materials as it sees fit and retain any proceeds.
- 2.7 The Customer acknowledges that microjoints may appear on cut parts which may result in small extruded pips in the Goods.

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- 2.8 The Customer acknowledges that any laser cut holes specified which have a smaller diameter than the material thickness may at the Supplier's discretion be point marked, rather than cut.
- 2.9 The Customer accepts that the Supplier will use its best endeavours to work within tolerances specified by or agreed with the Customer but that there may be circumstances where meeting such tolerances precisely is unachievable.