Conditions of Sale

The following including this paragraph are the only terms on which Reel Service Limited hereafter referred to as "The Company" will supply its products to a purchaser, and the terms of the Order Acknowledgement and of these Conditions shall constitute the entire agreement between The Company and a purchaser. No purported variation of those terms will be effective unless confirmed in writing by the Company and in no event will any purchaser's standard conditions of business apply. No liability shall attach to The Company, its agents or employees in respect of any representations or statements made, whether before or after agreement is reached, unless confirmed in writing by The Company. No forbearance or indulgence by The Company in enforcing any term shall constitute a variation of it or a waiver of The Company's rights under it. **These conditions take precedence over any customer's conditions in the event of conflict, unless the customer advises the Company separately by recorded delivery post.**

1. **Definitions**

(A) The "Product" is defined as baking electronic components in a thermostatically controlled oven for 24 hours at 125 degrees C and/or taping and reeling surface mount components to RSL88-006 specification and/or dry packing electronic components in a moisture proof bag with a drying agent and a humidity indicator card or embossed carrier tape suitable for electronic/electrical components or sealing tape for carrier tape or reels for holding carrier tape and/or any other product or service agreed between the company and the customer.

(B) In these Conditions the expression "the Order Acknowledgement" shall mean the form sent in accordance with clause 2 hereof and the expressions "the Customer", "the Products" and "the Price" shall have the respective meanings shown in the Order Acknowledgement.

2. **Acceptance**

(A) The Company shall notify the Customer of its acceptance of an order placed by the Customer by forwarding to him an Order Acknowledgement, and the contract between The Company and the Customer shall be deemed to be made when the Order Acknowledgment is despatch and not before.

(B) Any Quotation issued by The Company shall be open for acceptance at any time up to and including the Acceptance Date shown on the Quotation, normally up to 30 days from date of quotation. After the Acceptance Date, the Quotation must be confirmed in writing by The Company.

(C) Any Quotation is made on the basis that it will be accepted in full. In the event that the Customer places an order for part only of the Quotation, a revised Quotation will be sent to the Customer.

3. **Price**

(A) The Company reserves the right to amend the Price to cover any alterations in the cost of labour, raw materials, transport or production costs in the event that the period between despatch of the Order Acknowledgement and delivery exceeds 30 days.

(B) If delivery of the Products is to be by instalment each instalment shall be deemed a separate sale unless agreed otherwise by The Company in writing and the making of payment for each instalments on the due date shall be a condition precedent to future deliveries.

(C) The Company reserves the right to vary the Price of the Products delivered up to 1000 pieces, from that shown on the Order Acknowledgement, in which case the invoice value shall be altered accordingly.

(D) The Price is exclusive of V.A.T.

(E) Unless otherwise agreed in writing by The Company all prices quoted are "ex-works" and carriage will be charged extra.

4. **Payment**

Payment in full of the Price shall be due thirty days (30) after the date of despatch of The Company's invoice for the Products. The time for payment shall be of the essence of the contract. In the event of default in payment by the due date. The Company reserves the right at any time to charge a late payment charge of 2% per month or part thereof on money overdue and to suspend delivery or terminate the contract in respect of any of the Products remaining undelivered.

5. **Delivery Risk**

(A) The Company shall arrange for the carriage of the Products to the Customer and the products shall be at the Customer's risk as from the moment of delivery to the carrier. Notification of any loss or damage to the Products in transit shall be made by the Customer direct to The Company within three days of receipt of the Products, or, if the Products are not delivered, within 14 days of the date of The Company's invoice for the Products.

(B) The Customer will be responsible at all times for insuring the Product whilst at the Company's or its partners premises and during transit against all risks including theft, fire and damage, however caused and that for the benefit of both the Customer and The Company.

6. **Delays**

Whilst time of delivery shall not be of the essence of the contract. The Company shall make every effort to deliver the Products by the Delivery Date. If it is prevented from doing so by any event beyond its control, including but not limited to an act of God, war, act of government, fire, flood, industrial dispute, riot or civil commotion, sabotage, or act or omission of the Customer or of a third party, then The Company will whenever possible notify the Customer of the delay, and the time for delivery will be extended to take account of the matter causing the delay.

7. **Warranty and Exclusion**

(A) The Company warrants the Products to be free of defects in materials and workmanship for a period of one year from the date of delivery provided the product is stored within acceptable conditions. During such period any servicing necessary due to such defects shall be done by The Company without charge. If the Products are damaged, abused or worn from extended use during the period of six months from the Delivery Date or thereafter, it will be repaired, if economically possible, at the Customer's expense.

(B) No other conditions or warranties express or implied shall apply except insofar as they are bound to apply by law.

(C) The Company does not accept any liability for any loss or damage arising as a result of the Products having been serviced by the persons other than those approved by The Company.

(D) In so far as The Company may be liable for damage to the components belonging to the purchaser then liability will be limited to the actual on cost to the purchase of the component and in no circumstances whatsoever shall The Company, its employees or agents be liable for any special indirect or consequential damage arising out of any matter contained, implied or referred to herein.

8. **Termination**

If the customer defaults in complying with any of these Conditions or in the event of the Customer committing an act of bankruptcy or going into liquidation (not being voluntary liquidation for the purposes of amalgamation or reconstruction only), or suspending payment of debts or making any arrangement with creditors The Company shall be entitled to cancel the contract without notice and without any prejudice to any other rights The Company may have.

9. **Order Cancellations**

(A) No cancellation or amendment or any order will be accepted unless received by The Company in writing at least 3 days before the delivery date notified by the Company to the customer.

(B) Notwithstanding (A) above no cancellation or amendment of an order will be accepted where goods have been ordered or purchased by the Company to meet the customer's special requirements or where a special price has been negotiated.

(C) The Company reserves the right to levy cancellation charges in the event of any order amendment or cancellation up to the full value of the amendment or cancellation when the terms given in (A) above are not met.

10 **Miscellaneous**

(A) The Customer shall not assign any rights or delegate any duties hereunder.

(B) The Company reserves the right to sub-contract any or all of its obligations hereunder.

(C) Paragraph headings are for ease of reference only and shall not affect the construction of these Conditions.

(D) The contract shall be read and construed in accordance with Scottish Law

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