

SEL-TEK LIMITED

Specialist suppliers to the semiconductor and medical sectors

Registered Office: Welsh Walker Building, 179a Dalrymple Street, Greenock PA15 1BX, Inverclyde, United Kingdom.

W: www.sel-tek.co.uk E: enquiry@sel-tek.co.uk T: +44 (0) 1475 635100

STANDARD TERMS AND CONDITIONS OF SALE

In these terms and conditions, the Seller means **Sel-Tek Limited**.

1. APPLICATION.

These terms and conditions shall apply to any contract for the sale of goods or services by the Seller. These terms and conditions represent the entire agreement between the parties on the subjects covered and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to such subject matters. They apply to the exclusion of any other items and conditions referred to in orders or contracts issued to the Seller or implied by trade practice or custom, unless changes have been agreed to in writing by the Seller.

2. ACCEPTENCE.

Acceptance of orders shall be effective when acknowledged in writing by the Seller.

3. ASSIGNMENT.

The rights, duties and obligations of the Buyer herein shall not be assigned or transferred unless first agreed in writing by the Seller, such agreement not to be unreasonably withheld.

4. CANCELLATION AND RETRUNS.

Orders may not be cancelled or changed by the Buyer after acceptance by the Seller without the Seller's prior written agreement. Cancellation or changes may be accepted on the basis that the Seller is reimbursed for any costs, damages, expenses and loss of profit incurred as a result of the cancellation or changes, if goods are returned because of a factory error, there will be no restocking charge. If the return is for any other reason, a restocking fee will be charged.

5. CHANGES FROM CATALOGUE.

All designs and specifications shown in the Seller's catalogues and product brochures are subject to change without notice.

6. CONFIDENTIALITY.

Information or data supplied by the Seller to the Buyer, that is not in the public domain, including but not limited to process, drawings, specifications, or other product features supplied by the Seller to the Buyer, shall be kept in confidence.

7. CREDIT.

Fulfillment of orders by the Seller shall at all times be subject to the approval of the Buyer's credit worthiness. The Seller may, at any time, decide to make any shipment or perform any work dependent on receipt of payment or security upon such terms and conditions as may be satisfactory to the Seller. If the Buyer enters into insolvent liquidation or has a receiver, manager or administrator appointed over any or all of its assets, or becomes insolvent, the Seller may elect to cancel any unfulfilled order.

8. DELIVERY.

The Seller will make every reasonable effort to meet the delivery dates quoted; however, such dates are not binding and are best estimates based upon current and anticipated production schedules. Delivery may not be deferred by the Buyer without the Seller's prior written agreement.

9. PATENT INDEMINITY.

If a claim or proceedings are brought against the Buyer alleging that the use of the Products supplied by the Seller constitutes an infringement of any Patent existing as of the date of invoice, the Seller agrees to reimburse the Buyer for any and all expenses, other than compensation of its employees, which it may reasonably incur in defending the claim for Patent infringement; to pay any award of cost or damages finally determined to therein against the Buyer; and in case the use of Products is invented by Court order or in case of a settlement; at the Seller's option, to procure for the Buyer the right to continue using the said Products or to replace the same with non-infringing Products or to grant the Buyer a credit for the depreciated value of the said Products and accept return of the same. In consideration of the Seller's obligations hereunder, the Buyer agrees to notify the Seller in writing forthwith of claim or proceedings for infringement made or threatened against the Buyer in this connection, and the Seller shall have the sole right (but not obligation) to defend or settle any such suit at its own expense. The foregoing stated the entire liability of the Seller for Patent infringement by Products furnished hereunder. The Seller is under no Liability in respect of any such claim or action for infringement which arises by reason of the combination, operation, use of the Products with any other products not supplied by the Seller or any alteration of the Products, or the Seller complying in the manufacture, treatment or repair of the products with a design or instructions supplied by the Buyer.

10. PRICE.

The price of each of the Products sold shall be the prevailing price established by the Seller at the time the order is accepted unless or otherwise agreed by the Seller in its quotation. Prices do not include value added or other applicable taxes, nor any costs of transportation, special packing, tariffs, permits and special instructions. Any such costs or taxes incurred by the Seller will be added to the invoice to be paid by the Buyer. Delivery terms are as stated on the order acknowledgement and invoice. If the Buyer does not take delivery of ordered products within six (6) months of the order date, prices are subject to change without notice at the Seller's discretion.

I. PASSING OF A RISK.

Any Products returned from the Buyer's premises to the Seller's premises will be returned at the Buyer's risk unless the Products in question are carried by the Seller or its agent.

II. PASSING OF PROPERTY.

Notwithstanding delivery to the Buyer, title to, and property in, the products in each consignment will remain with the Seller until the Buyer has paid all sums due to the Seller for that consignment, and for the purpose of recovery of any Products, the Seller may, by its servants or agents, as the Buyer's agent, enter the Buyer's premises and repossess, remove and resell any Products, and the Buyer may not make any claim against the Seller or any of its servants or agents in respect of any such entry, repossession, removal or resale. Until the Seller has been paid in full for each consignment of Products, the relationship of the Buyer to the Seller in respect of them will be fiduciary, and the Buyer must account to the Seller as bare trustee for any proceeds of sale of the Products or for the proceeds of any insurance claim representing the Products, and pending payment thereof to the Seller (or so much thereof as will fully discharge the Buyer's liability to the Seller in respect of the consignment of Products to which any such claims relate), must keep such money in a separate trustee bank account. Until payment has been made to the Seller in respect of the consignment or Products in full without any set-off counter claim of any kind for any consignment of Products, where reasonably practicable the Buyer must insure and keep the Products comprised in that consignment in such a way as they are clearly identified as the property of the Seller and on demand the Buyer must forthwith return the Products in question to the Seller.

11. TERMS OF PAYMENT.

Invoices are due and payable within thirty (30) days from the date of invoice. A service charge one (1) percent per month will be charged on all accounts not paid when due. The Seller reserves the right to change the payment terms provided herein, when, in the Seller's opinion, the financial condition or previous payment record of the Buyer so warrants.

12. QUOTATION.

Quotations are valid for thirty (30) days unless otherwise specified and may be revised or withdrawn at any time before acceptance.

13. SHORTAGES.

Claims for shortages must be made in writing with ten (10) days after the receipt of the Products.

14. SOFTWARE.

The Seller grants to the Buyer on the following terms a non-exclusive license to use software supplied in relation to the Products;

- I. Buyer shall be entitled to make one copy of the software for back up purposes only.
- II. Buyer shall not permit the software to be used by any third party.
- III. The software and related documents and rights therein are the Seller's property and the Seller reserves the right to terminate the license immediately on giving notice to the Buyer if the Buyer is in breach of (I.) or (II.) above.
- IV. The seller warrants that the software conforms in all material respects to its written specification but, subject to that, no warranty is given that it will be suitable for any other particular purpose of the Buyer. The Seller shall not otherwise be liable for any defects in the software or any medium on which it is recorded and shall not be liable for any indirect or consequential loss or loss of data in any circumstances.

15. TERMINATION.

The seller shall have the right to terminate sales contracts in the event that the Buyer fails to perform any of its obligations with respect to the said sale of the Products. Such right or termination shall be in addition to and without prejudice to any rights or remedies which the Seller may have in law or in equity.

16. WAIVER.

Waiver by the Seller of a breach of any of the terms or conditions of the contract of sale between the Buyer and the Seller shall not be construed as a waiver of any other items and conditions of this contract. No delay or omission by the Seller in exercising any right under these conditions will impair that right or be construed as a waiver of that right, nor will any single or partial exercise of any such right preclude any further exercise of that right or exercise of any other rights. The rights and remedies provided in these conditions are cumulative and not exclusive of any rights or remedies provided by the general law, or by any other agreement or document. In this provision "general law" includes the laws of a country other than England, Scotland and Wales and "right" includes any power, privilege, or remedy or propriety or security interest.

17. WARRANTY.

The warranty period and terms of the warranty policy are specified in the Seller's standard warranty policy.

18. PROVISIONS SEVERABLE.

Every provision contained in these conditions is severable from every other provision, and if at any time one or more of such provisions is, or becomes, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

19. FORCE MAJEURE.

The Seller will not be liable for any loss or damage (including loss of use) attributable to delays, nor for any defect, direct or indirect or consequential loss or damage, due wholly or in part to circumstances it did not foresee or to causes beyond its control, including but not limited to failure in performance by suppliers or contractors.

20. LAW.

These terms are subject to UK law and the parties submit to non-exclusive jurisdiction of UK courts.

21. NOTICE.

Notice to the Seller must be in writing and shall be deemed given when it is received by the Seller.