



TERMS AND CONDITIONS OF SALE October 2023
(Not applicable to consumer sales)

TFC Ltd (“The Company”)

1. GENERAL

- 1.1 Estimates or quotations comprise an invitation to treat only and are valid as stated on the order or if not so stated for 30 days. No order will become effective until the company expressly accepts or confirms it in writing (the “Order”). The Order together with these terms and conditions will then comprise the Company’s entire agreement with the buyer (the “Contract”). The “Buyer” means the purchaser identified in the order.
- 1.2 These terms and conditions exclude any other inconsistent terms or conditions which a Buyer might seek to impose under any purchase order, confirmation of order, specialisation or other document either before or after the Contract between the Company and the Buyer is entered into.

2. AMENDMENTS TO ORDERS

Save as expressly agreed in writing signed by the company’s duly authorised representative or as provided by clause 4:-

- 2.1 If any information supplied by or on behalf of the Buyer insufficient, incorrect, inaccurate or misleading, or if the Buyer notifies the Company of any change of requirements in relation to any order after acceptance by the Company, the Company will be entitled to amend the price, the terms of payment and the delivery date or delivery schedule in such a way as the Company considers fair and reasonable in the circumstance. The Company will as soon as practicable notify the Buyer in writing of such amendments. The Buyer shall reimburse the Company for any expense incurred by the Company as a consequence of such insufficient, incorrect, inaccurate or misleading information or change in notification.
- 2.2 Any variation or amendment requested by the Buyer will only be valid and binding when expressly accepted by the company in writing and signed by a duly authorised representative. Any amendment will be subject to appropriate adjustments in price, delivery dates and other matters.
- 2.3 Any Order specified as subject to prototype or sample approval is accepted only on the basis that it is conditional upon the production by the Company of a design and prototype product which meets the Buyer’s reasonable requirements and that if such an acceptable design, prototype or product cannot be produced within three months or any specific period set out in the order, either party may cancel the Order with immediate effect. Upon cancellation, neither party will be liable to the other, but the Company will be entitled to payment for the work it has done on a time and materials basis at its rates prevailing at the time of cancellation.
- 2.4 The price, delivery dates and other terms relating to an Order subject to prototype or sample approval are based upon costs prevailing at the date of quotation and upon the Company’s assessment of the amount of materials, labour, design and research time required for the project. The Company may revise them in respect of any increased cost to the Company.

3. DELIVERY

- 3.1 The Company will endeavour to make delivery at the time and in the manner specified in the Order, but any delivery date given is an estimate only and the time is not the essence of the Contract. The Company reserves the right to revise delivery dates if necessary.
- 3.2 If in the Company’s opinion, any part of the goods under any Order is usable by the Buyer independently of other parts, the Company will be entitled to deliver and to be paid for such part alone in the event of the whole of the goods not being immediately available.
- 3.3 Unless otherwise stated in the Order, goods will be delivered at the Company’s premises.

- 3.4 The Company will, unless otherwise instructed by the Buyer, arrange carriage at the Buyer's risk and cost. The Company will arrange insurance as it thinks fit as an agent for the Buyer at the Buyer's expense.
- 3.5 Delivery may be made in instalments if the Company requires or agrees.
- 3.6 Where delivery is refused or goods are rejected by the Buyer other than as permitted by the Contract, the Buyer will be deemed to have cancelled the order in respect of any undelivered goods and the Company may resell these goods and/or claim from the Buyer any additional costs incurred by the Company, for example in storing the goods.
- 3.7 Where the Company offers advice to the Buyer regarding installation of goods it is given as a matter of goodwill and without liability to the company.

4. VARIATIONS BY THE COMPANY

- 4.1 The price, delivery dates or other terms relating to any goods are based upon the Company's assessment of materials, labour and buy-in prices from manufacturers and may be revised in respect of any increased cost to the Company subject to Clause 4.2:-
- 4.2 The Company will give notice of any intended revision of price, delivery dates or other terms, and the Buyer may, within 2 days of receiving notice, cancel the order if the price would increase by more than 25% or delivery time would be more than double, in which case neither party will be liable to the other except that the Company shall be entitled to payment for the work it has done on a time and materials basis at its prevailing rates at the time of cancellation.

5. LIABILITIES AND INDEMNITIES

- 5.1 The Buyer will on request enter into the Company's standard form of Health and Safety Undertaking and will conform with all instructions and labelling prescribed by the Company in relation to the Consumer Protection Act 1987 or other health and safety legislation.
- 5.2 Until the expiry of any warranty period granted by the Company or until the payment in full by the Buyer of all monies, whichever is later:-
 - 5.2.1 The Company's representatives will have a full and free right of access to goods supplied;
 - 5.2.2 The Buyer will only permit duly authorised representatives of the Company to effect repairs, replacement or maintenance of goods.
- 5.3 Any stated quantity or weight is an estimate only and may vary up to 10% plus or minus and the price will vary accordingly.
- 5.4 The Buyer must examine goods immediately upon delivery and within 7 days thereafter notify the Company in writing of any defects. Within 18 days of delivery, the Buyer must return any allegedly defective part or parts of goods to the Company or as the Company directs at the Buyer's expense, and pay to the Company the costs of any tests carried out to such part or parts (such costs to be certified by the Company) together with the costs of return to the Buyer in the event that no liability attaches to the Company in respect of defects. In default, the Buyer will be deemed to have examined and accepted the goods and will have no rights under the clause.
- 5.5 In relation to components bought in from outside manufacturers, the Company will use all reasonable endeavours to allow the Buyer the benefit of any such rights the Company may have against the manufacturers.
- 5.6 The Company will not be liable for any loss or damage caused by or resulting from any variation (for whatever reason) in the specifications or technical data of any such outside manufacturer or for any loss or damage arising out of curtailment or cessation of supply following such variation.

5.7 Save as set out in the Order or in a specific written agreement signed by the Company's duly authorised representative:-

5.7.1 The Buyer accepts that he is not relying upon the Company's judgement as to the fitness of goods for any specific purpose of the Buyer, and;

5.7.2 The Buyer accepts that he is not placing an order in reliance upon any promise, representation or inducements on the part of the Company.

5.8 The Company carries out product liability insurance.

5.9 The Company will not be liable, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for any indirect or consequential loss or damage or for loss of profit, loss of business, loss of anticipated savings or other such loss suffered by the Buyer's staff or any third party.

5.10 In any event and notwithstanding anything agreed between the Company and the Buyer, the Company's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise will not exceed the amount paid by the Buyer in relation to the goods in respect of which liability arose.

5.11 In the event that strict product liability is established on the part of the Company, the Company's liability shall be limited to the amount paid out by its product liability insurance.

5.12 Each exclusion or limitation of liability in this condition 5 or any sub-clause or paragraph thereof is severable.

5.13 Nothing in these terms and conditions excludes or limits the liability of the Company directly to the Buyer for death or personal injury to the Buyer caused by the Company's negligence. The Buyer will have no claims to indemnity in respect of and will fully indemnify the Company, its employees, agents and representatives against any claims by third parties (and related costs and expenses) In respect of death or personal injury save to the extent the Company accepts liability as provided above.

6. PATENTS, ETC

6.1 The Buyer will immediately notify the Company of any allegation of infringement of any patent, registered trademark, copyright or other intellectual property right enjoyed by the company or by the manufacturer or supplier of the goods supplied or any part of them.

6.2 The Buyer warrants that any design or instruction it provides does not infringe any patent, design right, trademark, copyright or other intellectual property right or other such interest, whether registered or unregistered.

7. PAYMENT

7.1 Unless expressly agreed in writing, prices are exclusive to VAT and all other indirect taxes, duties and levies, which must be paid by the Buyer.

7.2 Any sums paid by deposit, retainer or prepayment are not in any circumstances returnable.

7.3 Unless otherwise provided under the contract, the Company will invoice on dispatch.

7.4 Payment in full is due to the Company 30 days after the date of the Company's invoice and is of the essence of the contract.

7.5 Unless otherwise agreed, the Buyer will be responsible for any tooling costs incurred by the Company or manufacturer, such costs to be settled within seven days of the invoice being rendered.

7.6 Interest is payable at 2% per month or part thereof on any late payment from the due date until receipt of the payment in full, before and after judgment.

- 7.7 The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.
- 7.8 The Company may at any time withdraw or alter any credit that it provides, which is at the Company's discretion.
- 7.9 If the Buyer (being a company) enters into administration, liquidation or receivership, or (being an individual) becomes bankrupt or in either case makes any arrangement with creditors or commits a material or serious breach of the Contract (and in any case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so), he will be deemed to have repudiated the contract, so that the Company may at its discretion treat the Order as cancelled and/or seek damages.

8. CONFIDENTIALITY

- 8.1 Any confidential information supplied by one party to the other in any form (other than information in the public domain) is supplied in confidence and must not be used by the other for any other purpose than the performance of the Contract. For these purposes, confidential information means information designed as confidential or of an obviously confidential nature.
- 8.2 Any such information must not be disclosed to any other person without the originating party's express written consent and then only on conditions equivalent to clause 8 and with an express notification that the information was provided for the other party only and is not intended to be relied upon by the other person.
- 8.3 The Company may use its connection with the Buyer to advertise its goods and services.

9. ASSIGNMENT AND SUB-CONTRACTING

- 9.1 The Company may assign or sub-contract such part or parts of any order as it sees fit.

10. TITLE AND RISK IN GOODS

- 10.1 The title in goods shall not pass to the Buyer until the later of delivery or the Company receiving in full all sums due to it in respect of:
 - 10.1.1 The goods, and;
 - 10.1.2 All other sums which are or which become due to the Company from the Buyer on any account.
- 10.2 Until title has passed to the Buyer, the Buyer must:-
 - 10.2.1 Hold the goods on trust for the Company on a fiduciary basis;
 - 10.2.2 Mark the goods as the property of the Company and;
 - 10.2.3 (unless and until used or disposed of by the Buyer) store the goods separately.
- 10.3 If the Buyer defaults in payment of any sum owing to the Company when due, the Company will be entitled to the immediate return of all goods supplied by the Company to the Buyer in which title has not passed to the Buyer and the Buyer irrevocably authorises the Company to recover the goods and enter any premises of the Buyer for that purpose. The Buyer also irrevocably authorises the Company to remove or detach any goods that have been incorporated into any product or assembly.
- 10.4 The risk in goods will pass to the Buyer on their delivery.

11. BUYERS PROPERTY AND PREMISES

- 11.1 Without prejudice to the Company's rights under clause 2.1 all drawings, artwork, specifications, samples and property provided by the Buyer of whatever nature ("Buyers Property") must be correct and accurate and satisfactory in all respects and the Buyer will indemnify the Company from any damage flowing from a breach of the Buyer's obligations under this clause and from any liability and expense however

(including from negligence) arising from any injury or damage to any third party caused by any Buyers property.

- 11.2 The Buyer will fully indemnify the Company, its employees, agents and representatives against any loss, damage, injury or liability however arising (including from negligence) and any expense incurred in connection therewith by the Company or any third party as a result directly or indirectly of the Company carrying out any work at the Buyers premises or with equipment loaned by the Buyer.
- 11.3 Until the Company has received payment in full for any goods from the Buyer, the Company will have a general and specific lien on all the Buyer's Property in the possession or control of the Company for all monies due to the Company from the Buyer.

12. OVERSEAS SALES

In relation to the sale to or delivery to a Buyer outside of the United Kingdom, these terms and conditions will apply subject to the following provisions (except as varies in the Order):

- 12.1 Terms are "ex works" and the Company will invoice on delivery ex works at the Company's premises. The risk in goods will pass on delivery. The title in goods is retained pursuant to clause 10.
- 12.2 Prices are agreed and are payable in the United Kingdom in the invoiced currency (unless otherwise specified).
- 12.3 All bank charges associated with payment are payable by the Buyer.
- 12.4 Payment must be made in full before the Company obtains, delivers, or dispatches goods.
- 12.5 All export, import or other governmental or other permissions, howsoever of the United Kingdom or any other country or place, are the Buyer's responsibility.
- 12.6 All costs, duties, levies, taxes, or other sums other than as normally covered by "ex works" in English law are payable by the Buyer.
- 12.7 Are in accordance with all applicable laws, directives and regulations, including economic sanctions and embargoes, governing the export and transfer of parts, components, and technical data and services. Including but not limited to
 - 12.7.1.1 REACH - EC1907/2006 and GB REACH - latest edition
 - 12.7.1.2 Rohs - EU 2015/863 and UK 2020 no 1647
 - 12.7.1.3 Conflict minerals
 - 12.7.1.4 Russian Embargo No 833/2014 and 269/2014 and Uk Russian sanctions

13. GENERAL

- 13.1 Each Order will constitute a separate Contract between the Buyer and the Company.
- 13.2 The Contract will in all respects, be governed by and construed in accordance with English law. The Buyer submits to the jurisdiction of the English courts.
- 13.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.4 The Company will not be liable for any loss, damage or expense, however arising from delay or failure of performance arising from circumstances beyond its control, including but not limited to earthquake, flood, storm, act of god or of public enemies, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, interruption of services rendered by any public utility or interference from any government agency official.

- 13.5 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a part of it.
- 13.6 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.7 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.8 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a part of it.
- 13.9 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission.
- 13.9.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- 13.9.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.
- 13.10 Communications shall be deemed to have received;
- 13.10.1 If sent by pre-paid first class, 2 days (excluding Saturdays, Sundays and bank public holidays) after posting (exclusive of the day of posting);
- 13.10.2 If delivered by hand, on the day of delivery;
- 13.10.3 If sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.