

TERMS & CONDITIONS

A) Conditions of business for processing work.

1. DEFINITIONS.

In these conditions the following expressions shall have the following meanings unless the context otherwise requires.

'PCM Ltd' means Precise Component Manufacture Limited.

'The customer' means the Firm, Corporation, Person with whom PCM Ltd contracts on these conditions.

'The quotation' means the written quotation or estimate (if any) made by PCM Ltd to the customer or on a third party on the customers behalf.

'The order' means the order (whether written or oral) given by the customer to PCM Ltd.

'The Goods' means the articles delivered to PCM Ltd for by or on behalf of the customer for the processing.

'Process means production/plating/heat treatment & metal finishing processes in connection with or applied to goods.

References to 'writing' include communication by telex, facsimile, cable or in any other permanent form.

2 THE CONTRACT

a) These conditions are the conditions on which PCM Ltd will undertake business and all conditions and warranties whether expressed or implied by statute or common law are excluded. Any representation made by PCM Ltd to the customer shall be superseded by these conditions and shall not be capable of giving rise to any liability on the part of PCM Ltd to the customer in contracts, tort or for breach of any statutory provision unless such representation is made in writing by PCM Ltd prior to the contract coming into existence.

b) Quotations shall hold good for 28 days from the date upon which they are despatched to the customer and thereafter are subject to confirmation or revision by PCM Ltd and any such quotation given prior to inspection of the goods is provisional only and PCM Ltd reserves the right to vary such quotation following inspection of the goods.

c) PCM Ltd may cancel any contract entered into prior to inspection of the goods or prior to any test processing of a sample of the goods and renegotiate the contract after such inspection or after such test processing becomes available and if PCM Ltd does so (whether or not the contract is renegotiated and performed by PCM Ltd) the customer shall have no claim against PCM Ltd by reason of the cancellation.

3 DESIGNS & DRAWINGS

If goods are made in accordance with designs, drawings or other data submitted by or approved by or on behalf of the customer, the customer shall be responsible for the adequacy of the design, drawings and other data and shall indemnify PCM Ltd against any claims made against it in this regard.

4 PRICES

The prices quoted are ex works and PCM Ltd reserves the right to make additional charges to cover the costs of packing, insurance carriage and any other additional or incidental expenses. Value Added Tax will be charged in accordance with the relevant statutory provisions in force in respect of and in addition to such prices and charges.

The prices and charges payable will be those ruling at the date the contract is entered into, even though they may differ from those specified in the quotation.

5 STANDARDS, BROCHURES etc

a) Specification descriptions and illustrations contained in the brochures, leaflets or any other advertising material of PCM Ltd are intended to give a general indication of the process and services concerned and shall not form part of or be incorporated in the contract.

b) The quality and/or finish of the work carried out by PCM Ltd to the goods shall unless agreed otherwise in writing by PCM Ltd be as such as will provide a reasonable service in compliance with the generally recognised standards in the trade for the process or type of processes carried out by PCM Ltd in respect of the goods.

6 PAYMENT

a) Payment shall be made not later than the 30th day of the month following the despatch of the invoice and if the customer does not comply with the terms of payment, PCM Ltd may suspend performance of any other contract between PCM Ltd and the customer on which PCM Ltd is engaged and PCM Ltd may require immediate payment of any other invoice despatched by it to the customer notwithstanding that such invoice has not become due for payment in accordance with these terms.

b) If the customer does not comply with these terms of payment PCM Ltd may charge interest at the rate of 4% above HSBC Bank Plc base lending rate for the time being in force on any sums unpaid which remain unpaid after they become due until they are paid. For the purpose of calculating interest payment shall be deemed to have been received by PCM Ltd three working days after receipt of the customers remittance and this condition shall be applied without prejudice to the provisions of paragraph a) of this condition or any other rights accruing to PCM Ltd. by reason of the customers non performance or observance of any other conditions.

7 LIEN

PCM Ltd shall have a lien on the goods for all monies due to it from the customer under the contract and shall also have a general lien on the goods for any money due to it upon any account whatsoever and if such lien is not satisfied by payment of such monies within three calendar months from the date upon which PCM Ltd first gives written notice to the customer requiring payment of such money. It may without further notice to the customer sell the goods by auction or such other means as it shall think appropriate and the balance of such proceeds of any such sale (after deduction of the expenses of sale) shall first be applied in or towards satisfaction of the monies due to PCM Ltd and the remainder if any shall be paid to the customer.

8 PROCESS COMPLETION

Where PCM Ltd makes any statement whether written or oral of any date by which or period within which processing of the goods will be completed by PCM Ltd, such statement shall be an estimate only and PCM Ltd will use all reasonable endeavours to comply with any such statement. Nonetheless failure by PCM Ltd to do so will not constitute a breach of contract by PCM Ltd and PCM Ltd shall be entitled to such further period of time after the passing of any such date or the expiry of any such period as in all the circumstances reasonable for the purpose of completing the processing of the goods.

9 PASSING THE RISK OF DELIVERY

a) Following completion of the processing, the passing of the risk in the goods to the customer shall take place on the happening of whichever of the following is relevant;

- i) If the customer or somebody on behalf of the customer collects the goods from the premises of PCM Ltd at the time of the loading of the goods onto the vehicle collecting them.
- ii) If PCM Ltd transports the goods in its own vehicle (including any vehicle hired by it) to the customers premises or any other premises or location specified by the customer at the time of unloading of the goods at such premises or location.
- iii) If the movement of the goods is effected by an independent transport contractor at the time of completion of loading of the goods onto the vehicle provided by such independent transport contractor for that purpose at the premises of PCM Ltd.
- iv) In any other case at the time the goods leave the premises of PCM Ltd.

b) At completion of the processing by PCM Ltd, the customer may be notified in writing by PCM Ltd that the processing has been completed. If the customer fails to make arrangements for the collection of the goods or for their redelivery to the customer within five working days of such notification, PCM Ltd may from the date of despatch of such notification charge to the customer the costs of storage insurance and maintenance of the goods at the premises of PCM Ltd.

c) If PCM Ltd makes arrangements for the goods of a customer to be redelivered to the customer by an independent transport contractor it shall do so as an Agent of the customer. Unless it is given express written instructions by the customer with regard to such redelivery, PCM Ltd as Agent may make such arrangements with an independent transport contractor as it deems appropriate. The customer shall be solely responsible for the payment of the charges of the independent contractor and shall indemnify PCM Ltd against all claims made against it by any such independent transport contractor with regard to the transportation of the goods to the customers' premises or such other location specified by the customer.

10 INFORMATION RELATING TO THE GOODS & PROCESSING

a) On or prior to confirmation of the order, the customer shall supply to PCM Ltd the following information:

- i) Full Details of the design & drawings of the goods.
- ii) Full details of the metallic composition of the goods.
- iii) Full details of any thermal treatment of the goods.
- iv) Full details of any other treatment of the goods.

b) PCM Ltd shall be entitled to rely upon such information as provided in paragraph a) above in deciding upon the manner in which the processing is to be applied to the goods pursuant to the contract.

c) PCM Ltd shall not be liable to the customer for any defect arising in the processing supplied to the goods if such defect arises as a result of failure by the customer to provide the information detailed in paragraph a) of this condition with regard to the goods or from such information as is so supplied being inaccurate or incomplete.

d) Nothing herein shall impose upon PCM Ltd any obligation to obtain any other information with regard to the goods that the customer is required to supply. Pursuant to this condition, if in the light of information supplied by the customer with regard to the goods pursuant to this condition and of its own inspection and examination of the goods PCM Ltd forms the opinion that the goods are in such condition that there is or may be a risk that such condition may prejudice the effective processing of the goods in accordance with the contract, it may report accordingly to the customer and suspend performance of the contract pending receipt of instructions from the customer which the customer shall give to PCM Ltd within thirty days of such report.

e) If PCM Ltd is authorised by the customer to proceed with the processing PCM Ltd shall not be liable to the customer in contract or tort or pursuant to any statutory provision with regard to any defect in the processing which results wholly or partly from the condition of the goods so reported by PCM Ltd to the customer who shall remain liable to pay PCM Ltd for the processing, notwithstanding any such defect therein. PCM Ltd will, if required by the customer, make available its technical knowledge & experience of the process but the customer shall be solely responsible for deciding the nature of the processing it requires to be applied to the goods and PCM Ltd shall not be liable in any way with regard to any information or advice given to the customer by it to assist the customer to make such decision even if such information or advice may have been negligently given by PCM Ltd.

11 TERMINATION

a) PCM Ltd may suspend its performance of/ or terminate the contract:

i) By notice in writing to the customer if a customer, after being requested in writing by PCM Ltd to comply with any terms of the contract fails to do so within thirty days of making such request.

ii) Forthwith by notice in writing if the customer;

- a) Enters into Liquidation.
- b) Has an Administrator appointed.
- c) Has an Administrative Receiver appointed of the whole or any part of its property assets or undertaking.
- d) Has any distress or execution levied against it, which is not paid within seven days.
- e) Fails to comply with a written demand served pursuant to sections 123, 222 or 268 of the Insolvency Act 1986.
- f) Has a Bankruptcy Order placed against them.

b) Any termination of the contract or suspension of the performance of PCM Ltd thereof pursuant to paragraph a) of this condition, shall be without prejudice to any remedies that PCM Ltd may have or have had against a customer all of which remedies including any provisions of the contract under which they arise shall continue in full force and effect as if no such termination or suspension had occurred.

12 LIMITATION OF LIABILITY

a) If the customer shall claim that the processing applied to the goods is defective as to workmanship or materials, such claim shall be made in writing to PCM Ltd within two months of completion of the processing by PCM Ltd and the customer shall afford to PCM Ltd a reasonable opportunity to inspect and examine the goods in respect of which the claim is made and to investigate the nature and cause of the defect alleged by the customer including at the discretion of PCM Ltd subjecting a sample of the goods in which the defect is alleged to exist to such testing as PCM Ltd considers appropriate, even though such testing may destroy or damage such sample or reduce its value.

b) The liability of PCM Ltd (whether in contract or tort or under any statutory provision) to the customer by reason of any defect (whether of workmanship or materials or whether resulting from the negligence of PCM Ltd or by its employees or not) in the processing applied by PCM Ltd to the goods shall be subject to the customer complying with paragraph a) of this clause and limited to the price charged by PCM Ltd to the customer for such processing or PCM Ltd may in full and final settlement of any such liability at its opinion which shall be exercised by notice in writing to the customer within fourteen days of PCM Ltd having completed its investigation into the customers claim regarding any defect reprocess the goods at its own expense including the expense of transporting them to PCM Ltd for that purpose and returning them to the customer thereafter.

c) PCM Ltd shall not be liable for any consequential loss which the customer may suffer by reason or circumstances which constitute a breach of the contract by PCM Ltd including any expenses incurred or loss of profit or other benefits suffered by the customer or any liability incurred by the customer to any third party by reason of such breach whether the claim to recover such loss is made in contract or tort or pursuant to any statutory provision.

d) If PCM Ltd shall decide to process samples of all goods prior to processing the bulk thereof PCM Ltd shall be under no liability in contract or tort or under any statutory provision if such processing is defective or unsatisfactory as a result thereof such sample is destroyed damaged or reduced in value.

13 The contract shall be governed by and constituted in accordance with English Law and PCM Ltd and the customer submit themselves to the exclusive jurisdiction of the English Courts.

If PCM Ltd so elects by notice in writing to the customer before legal proceedings are commenced in a Court having jurisdiction pursuant to paragraph a) of this condition any dispute arising out of the contract shall be submitted to a single arbitrator appointed at the sole request of PCM Ltd by the president for the time being of the Metal Finishing Association as the case may be in accordance with the legislation in force for the time being in England & Wales regarding arbitration.

B) Conditions of business for the sale of goods.

1) The conditions for business processing in Part A shall apply to the sale of goods by PCM Ltd as varied or supplemented by the provision in this Part B

2) The expression "The goods" in paragraph 1 Part A shall for the purpose of Part B mean "The articles to be supplied by PCM Ltd to the customer pursuant to the contract.

3) Delivery Date

Any statement written or oral made by PCM Ltd in respect of any date by which the goods will be ready for delivery or collection is an estimate only and the failure by PCM Ltd to comply with any such statement shall not constitute a breach of the contract on behalf of PCM Ltd and it shall be entitled to such further period of time after the passing of such date as is in all the circumstances reasonable for the purpose of completing the manufacture of the goods.

4) Limitation of Liability.

a) If the customer claims that the goods are defective as regards materials or workmanship or are otherwise not of merchantable quality as defined by section 14 (6) of the sale of Goods Act 1979, such claim shall be made in writing to PCM Ltd within three months of delivery of the goods to the customer who shall afford to PCM Ltd a reasonable opportunity to inspect and examine the goods in respect of which the claim is made and to investigate the nature of the cause of the defect alleged by the customer and if so required by PCM Ltd the customer shall return all the goods in respect of which the defect is alleged to exist to the premises of PCM Ltd at the expense of the customer.

b) Any liability of PCM Ltd howsoever by reason of any defect of whatever nature in the goods or by reason of the goods otherwise not being of merchantable quality howsoever that shall arise shall be subject to the customer complying with paragraph a) of this condition and shall be limited to such one of the following options as PCM Ltd at its sole discretion and by notice in writing given to the customer within fourteen days of PCM Ltd having completed its investigation into the customers claim decide:

- i) The delivery of replacement goods to the customer by PCM Ltd free of any charge to the customer
- ii) The refund to the customer of the price of which PCM Ltd admits the customers claim or if such price has not been paid the issue to the customer of a credit note thereof
- iii) The retention of the goods by the customer and the making to the customer of a reasonable allowance by PCM Ltd in respect of the customers claim so far as it is admitted by PCM Ltd and the customer shall accept which of these said options PCM Ltd shall exercise in full and final settlement of the claim.

c) PCM Ltd gives no warranty that the goods are fit for any particular purpose for which the customer may require them and section 14 (3) of the Sale of Goods Act 1979 shall not apply.

14 FORCE MAJEURE

The Company shall be under no liability for any loss (including consequential loss or loss of profit) damage or delay or expenses of any kind whatsoever caused wholly or partly by Act of God, outbreak of war, civil commotion government policies or restrictions or control including restrictions on export or import or other licenses trade or industrial disputes of whatever nature, whether or not such dispute involves the Company, its servants or agents or by any other contingency whatsoever which is beyond the control of the Company.