

PARALLEL PRECISION LIMITED

TERMS AND CONDITIONS OF SALE FOR THE SUPPLY OF PRODUCTS AND SERVICES

1. General

- 1.1. The addressee of any quotation (hereinafter called the “Buyer”) does not enter into an agreement with Parallel Precision Limited (hereinafter called the “Seller”) for the purchase of any products, items or services (hereinafter called the “Goods”) in reliance upon any written/oral or implied representation or any collateral/agreement or after receiving any inducement to enter into such agreement.
- 1.2. By placing an order with the Seller for Goods, including but not limited to the submission of a purchase order (hereinafter called an “Order”), the Buyer accepts and is bound to these Terms and Conditions of Sale for the Supply of Products and Services (hereinafter called the “Terms of Sale”), on behalf of itself or the entity that the Buyer represents. **AS THE BUYER, IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS OF SALE FOR THE SUPPLY OF PRODUCTS AND SERVICES, DO NOT PLACE AN ORDER.**
- 1.3. As the Buyer, you represent and warrant that you have the right, authority, and capacity to enter into an agreement with the Seller (on behalf of yourself or the entity that you represent). You may not place an order or accept these Terms of Sale if you are not at least 18 years old or over the legal age required to enter into a valid contract under law applicable to you.
- 1.4. With respect to the technical specifications for the Buyers Order, including material, surface finish and quantity, the specifications written on your quote will prevail over these Terms of Sale and/or any drawings (including 2D technical drawings) or 3D models provided. In all other cases, in the event of a conflict between the provisions contained in the Order and these Terms of Sale, the Terms of Sale will prevail.
- 1.5. No addition, alteration or substitution of these Terms of Sale will bind the Seller, even if included within an Order, and no preprinted terms within an Order, will bind the Seller, unless explicitly accepted in writing and documented on the relevant quotation by the Seller. All of such non-binding terms are hereby rejected by both parties. The Seller’s failure to object to provisions contained in any Order or fulfilment of an Order shall not be construed as a waiver of these Terms of Sale nor an acceptance of any such provisions.
- 1.6. This contract shall be construed, operate and be enforced in all respects as a contract made in England in accordance with the laws of England and the Buyer shall submit to the jurisdiction of the appropriate English court.
- 1.7. If any provision of these Terms of Sale is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Sale will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it most closely matches the original provision and is valid and enforceable to the maximum extent permitted by law. The remaining provisions shall be enforced.

2. Orders and Specification

- 2.1. You are responsible to ensure that all information provided in our quotation is accurate and complete and the specifications for your Order are in accordance with any instructions of the Seller and take into account all manufacturing and other limitations specified, including general

manufacturing standards or as otherwise made available and/or communicated to the Buyer. Such limitations include, but are not limited to, tooling radii remaining in all sharp internal corners and maximum achievable thread depths due to lead angles on thread making tools.

- 2.2. Where the Goods are manufactured to designs, drawings or specifications submitted by the Buyer, or where the Buyer has approved the Seller's designs, drawings or specifications, the Seller shall be under no liability for the correct functioning, assembly or aesthetics of the Goods. The Seller will accept no liability for failure to attain any specific functionality or performance criteria.
- 2.3. An Order submitted by the Buyer constitutes a binding commitment by the Buyer to purchase the Goods described, to which these Terms of Sale apply.
- 2.4. The Seller is under no obligation to accept an Order and can reject any Order at its sole discretion before it has accepted the Order. Orders are deemed accepted by the Seller only if confirmed by the Seller in writing, or by the Seller's fulfilment of the Order. The Seller may perform a credit check on the Buyer and require payment in full prior to acceptance or commencement of Goods.
- 2.5. Unless otherwise agreed in writing, the quality, appearance and finish of the Goods provided by the Seller shall be a reflection of reasonable quality in compliance with the generally recognised standards in the industry. The Seller accepts no liability of this clause, whether any defect is apparent on inspection or not, unless a written claim is made within 3 (three) days of the receipt of the goods stating the alleged defect in standard or in quality of work or finish whereby the goods are not in accordance with the Contract and a reasonable number of articles exhibiting the defect or defects complained of is or are apparent are forwarded to us for inspection within the said period and we are given the opportunity to remedy any such defect or defects.
- 2.6. If it should come to the notice of the Seller that any work done or any Goods to be supplied under this contract infringe or are alleged to infringe any patent, registered design, copyright or other rights in the manufacture of Goods, then the Seller shall have the right to cease the manufacture of these Goods or to be bound by this contract and shall retain the title to such Goods as have been manufactured and the Buyer shall indemnify the Seller against all claims made by any person against the Seller for such infringement or for royalties, and against all costs, expenses or other payments arising therefrom and shall pay the Seller the value of the work done and the costs of materials used in the manufacture of the Goods prior to the cessation of manufacture.
- 2.7. Subcontracted Goods (and/or services) may be required to fulfil an Order, due to technical abilities, specialist service offerings or available capacity. The Buyer acknowledges, understands and agrees that the Seller may use its worldwide approved network of subcontractors to in part or in whole, fulfil the Buyer's Order, without the Buyer's consent.
- 2.8. Orders may be delivered directly from a subcontractor to the Buyer, and not via or through the Seller. Therefore, it is of utmost importance that the Buyer inspects the Goods upon delivery and informs the Seller in case of any discrepancies in accordance with these Terms of Sale, within 3 (three) days of receipt of Goods.

3. Variations

- 3.1. The Buyer's order must be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith. In the event that such information is lacking or differs from that on which any quotation is based, and involves the alteration of any such quotation, the Seller may increase the price quoted to cover any increase in cost that the alteration may incur and amend any deliverables, including lead times, accordingly.
- 3.2. If after the Seller has accepted an order, the Buyer requires any alteration in the Goods quoted for, the cost of any such alteration(s) shall be paid by the Buyer to the Seller.

- 3.3. If an Order contains parts requiring threaded features, specific surface finishes, post machining treatments or specific tolerances, it is the responsibility of the Buyer to provide a clearly defined technical drawing in line with ISO 128 and/or BS 8888 with the relevant specifications, and to ensure this documentation is provided to the Seller, prior to requesting a quotation. In the circumstances where a technical drawing with the necessary call-outs and tolerances is not provided by the Buyer, the Seller will manufacture to a tolerance decided at its discretion. Quotations provided against CAD models or non ISO 128 / BS 8888 technical drawings are based on ISO 2768-m and surface finish to 3.2Ra.
- 3.4. The Seller will not be responsible for incorrectly designed Goods including Goods that do not assemble correctly, Goods with thick cross-sections that produce sink marks, warp, or Goods produced based on incorrectly provided CAD data or technical drawings.
- 3.5. The Seller rejects all responsibility for material selection and material suitability for the Buyers application. The Seller is not responsible for the fit, function or assembly of Goods.

4. Cancellation

- 4.1. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used or purchased), damages, charges and expenses incurred by the Seller as a result of such cancellation.
- 4.2. In addition to the amounts owed outlined above in clause 4.1, as a minimum, the Seller reserves the right to charge a standard minimum handling fee of £90+VAT for any accepted orders, subsequently cancelled by the Buyer.

5. Delay

- 5.1. The Seller shall not be liable to the Buyer for any delay in the performance of this contract caused by or resulting from any strike, lockout, breakdown, war, fire, accident, shortage of materials/fuel or any other cause whatsoever outside the control of the Seller. The Seller shall be entitled to terminate the contract forthwith without liability to the Buyer if the dates of delivery shall be extended by these Terms of Sale or the dates of delivery be delayed under the circumstances set out above, or any other unforeseen event or circumstance.

6. Terms of Payment

- 6.1. Initial orders of Goods from the Buyer will require the total cost of the quotation to be paid in full before any works/services are carried out by the Seller.
- 6.2. Payment shall be due within 30 days from date of invoice for Buyers that have previously purchased from the Seller, pending successful credit checks and account application.
- 6.3. No payment shall be deemed to have been received until the Seller has received cleared funds.
- 6.4. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 6.5. If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the Bank of England's base lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgement. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Quotation and Delivery

- 7.1. The Seller reserves the right to quote ex works and charge the Buyer any additional delivery costs incurred, following delivery of Goods.
- 7.2. Individual quotations take part complexity, order volume, material type, additional operations, required tooling, current workload capacity and many other variants into consideration. Delivery dates are given in good faith at the time of quotation, but are not guaranteed by the Seller and are not of the essence of any agreement based hereon.
- 7.3. Time of quoted delivery dates from acceptance of Order shall be extended in the event of late delivery of technical information, drawings, specifications or models/samples by the Buyer and in the event of any alteration in the Goods quoted for being required by the Buyer.
- 7.4. Each delivery shall be considered a separate transaction and any failure to effect one delivery shall not affect the due performance of this agreement as regards other deliveries.
- 7.5. Where the quotation includes delivery, any claims for non-delivery must be in writing to both the carriers and the seller within 3 (three) days of advice note or within such period as may be specified by the carrier, whichever is the shorter. Furthermore, any claims in respect of Goods damaged in transit or shortages in delivery must be made to both the carriers and the Seller within 3 (three) days of delivery. If the Buyer fails to comply with any of the requirements of this paragraph, including doing all things necessary to protect and further any claim which the Seller may have against the carrier, or does anything which adversely affects or invalidates such claim, then the Seller shall in no way be liable to the buyer for any non-delivery, damage in transit or shortages of delivery.

8. Risk and Property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time when the Goods are delivered.
- 8.2. Notwithstanding delivery of the Goods, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other Goods agreed to be sold by the Buyer for which payment is then due.
- 8.3. Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 8.4. Until property in the Goods passes to the Buyer (and provided the products are still in existence and have not been resold) the Seller shall be entitled to any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so, all monies owing by the Buyer to the Seller (without prejudice to any other right of the Seller) will forthwith become due and payable.

9. Liability

- 9.1. In the event of any Goods supplied by the Seller being defective, or being alleged to be other than as agreed to be sold, the Seller reserves the right to replace such Goods within a reasonable time provided the Seller is given written notice thereof by the Buyer within 3 (three) days of the receipt of such Goods by or on behalf of the Buyer and it is expressly agreed between the Seller and the Buyer that is practical for the Buyer fully to examine, sample, test and evaluate the Goods and to give notice within 10 (ten) days of such receipt. The Seller shall in no circumstance be liable for the cost of any such examination, sampling, testing or evaluation, whatever the result thereof.

- 9.2. Any Goods that are unreported in writing to the Seller within 3 (three) days will be deemed accepted. Thus, Goods that the Buyer returns to the Seller after the expiry of this 3 (three) day period will not be processed or refunded.
- 9.3. The Seller shall be under no liability howsoever arising in respect of any defect appearing in any Goods at any time which is due or partly due to the material of which the same is made, its design or method of manufacture.
- 9.4. If Goods supplied by the Seller are altered, adapted, modified or repaired by any person other than one authorised by the Seller in writing, and otherwise than as authorised by the Seller in writing, all liability of the Seller to the Buyer under this agreement for such repair or otherwise shall cease.
- 9.5. Save in accordance with the express terms of these conditions all implied warranties, conditions or terms of relating to fitness for purpose, quality or condition of the Goods and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 9.6. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term of any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees, agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these conditions.
- 9.7. The Seller shall not in any event be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay was due to any cause beyond the Seller's reasonable control and the Seller shall be entitled to determine the contract in such circumstances and to be discharged from all liabilities whatsoever to the Buyer. Except in respect of death or personal injury caused by the Seller's negligence, the Seller's liability to the Buyer in relation to any contract whether for any breach of contract or otherwise shall not in any event exceed the price of the contract.
- 9.8. Notwithstanding any other term or condition in this document, the Seller shall not be liable to Buyer for any replacement cost of any free issue materials which are lost or wasted. All risks associated with free issue materials, products, tooling or components remain with the Buyer or free-issuing company or individual.
- 9.9. No personal guarantee or warranty whatsoever from any individual or group of individuals are put forth to the Buyer on behalf of the Seller.
- 9.10. As some jurisdictions limit or do not allow certain exclusions or limitations of warranties or liability, some sections of this contract may apply to the Buyer entirely or partially. To the extent that any such limitation or exclusion of liability or warranty is circumscribed, it shall be limited to the least extent possible under applicable law.

10. Title of Goods

- 10.1. Property of and title to Goods are not passed to the Buyer until those Goods shall have been paid for in full; the risk of the Goods to the Buyer or its carrier.
- 10.2. If the Buyer shall in respect of any Goods fail to pay the price therefore in full on the due date thereof, the Buyer shall store the Goods separately from others of the Buyer's at the Buyer's premises and identify that place to the Seller and the Seller shall (without prejudice to any other remedy it may have) be entitled to demand there immediate return and the Buyer shall forthwith return the same.
- 10.3. If the Buyer shall sell any of the goods or shall use or incorporate them with any product which it shall sell or shall otherwise deal with, alter or treat and then sell before in each case the same shall have been paid for in full then although as between the Buyer and its Customer the Buyer shall act and sell or otherwise deal as principal and the property in and the title to the Goods

may pass to the Customer as between the Buyer and the Seller the Buyer shall sell or otherwise deal with the Goods as trustee for the Seller and shall hold the proceeds of the sale therefore or such proportion thereof as represents the Seller's unpaid price for such Goods as trustee upon trust for the Seller to whom such proceeds or due proportion shall belong and shall pay such proceeds into a separate bank account in the name of the Seller.

11. Insolvency of Buyer

- 11.1. If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract or if any distress or execution shall be levied upon any of the Goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.
- 11.2. The Seller may in its absolute discretion and without prejudice to any other rights it may have, suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part and/or exercise its right pursuant to any clause within this contract.

12. Specialist Processing

- 12.1. Subsequent processes carried out other than on our premises, including but not limited to, CNC machining, laser cutting, plating, heat treatment, anodising and polishing, shall be treated as subject to a separate order and the conditions relating to this work shall be subject to the contractor's terms of sale in addition to our terms of sale.