

TelmTech Ltd Standard Terms & Conditions for the Supply of Goods and Services (July 2023)

1. Application of Terms and Conditions

Orders are only accepted subject to the following terms and conditions:

The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation which shall be subject to these Terms and Conditions; and

The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretations

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- 2.1. **Business Day** - means any day other than a Saturday, Sunday, or bank holiday.
- 2.2. **Commencement Date** - means the commencement date for the Contract as set out in the quotation.
- 2.3. **Confidential Information** - means, in relation to either Party, Information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- 2.4. **Contract** - means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions.
- 2.5. **Price** - means the price for goods or services quoted on the Suppliers website or via separate quotation current at the time of order.
- 2.6. **Customer** - means the person, company or institution who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier.
- 2.7. **Goods** - means the goods or products which the Supplier is to supply in accordance with these Terms and Conditions.
- 2.8. **Quotation** – means the price presented by the Supplier to the Customer for the Goods at the time. This may be the price given on the Supplier’s website or a written quotation.
- 2.9. **Services** - means the Services to be provided to the Customer as set out in the quotation.
- 2.10. **Supplier** - means TelmTech Ltd, a company registered in England under 15017040 and registered office 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.
- 2.11. Unless the context otherwise requires, each reference in these Terms and Conditions to:
“writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
“these Terms and Conditions” is a reference to these Terms and Conditions;
a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

- 2.12. The headings and numbering used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.13. Words imparting the singular number shall include the plural and vice versa.
- 2.14. References to any gender shall include the other gender.

3. Basis of Sale and Service

- 3.1. No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 3.2. Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services and has accepted an order placed by the Customer.
- 3.3. Any typographical, clerical or other accidental errors or omissions in any sales literature, data sheets, manuals, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. Specifications

- 4.1. Specifications for the Goods are supplied in good faith and shall be those presented at the website or provided to the customer by the Supplier at the time of purchase.
- 4.2. The Supplier reserves the right to make any changes in the specification of the Goods.
- 4.3. Specifications, data sheets, performance data, manuals and other data does not imply any warranty.
- 4.4. Dimensions and weights should be confirmed before use for manufacturing purposes even when tolerances are shown.

5. Order

5.1. Goods

- 5.1.1. No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Suppliers or the Supplier's authorised representative.
- 5.1.2. Illustrations, photographs, or descriptions whether in catalogues, brochures, data sheets, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 5.1.3. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.
- 5.1.4. Order acceptance – The Supplier shall provide in writing an acceptance of order document.

5.2. Services

- 5.2.1. With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the quotation.
- 5.2.2. The Supplier will use reasonable care and skill to perform the Services identified in the quotation.

5.2.3. The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6. Price

- 6.1. The price of the Goods and Services shall be the price listed in the Supplier's quotation or published on the Supplier's website current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 6.2. Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.
- 6.3. Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport.
- 6.4. The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Payment

- 7.1. Unless otherwise agreed in writing by the Supplier, payment is required before goods are shipped, the Supplier shall issue an order confirmation/acceptance and pro-forma invoice to the Customer for the price of the Goods and shipping cost. The Customer shall pay for the goods by a method agreed and set out by the Supplier.
- 7.2. In respect of Services payment terms will be specified in the quotation. For example, monthly or 30 days following invoice.
- 7.3. All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

8. Delivery / Shipment and Performance

- 8.1. The shipping weight shown in descriptions sometimes varies from the actual weight to account for packing and conditions of carriage.
- 8.2. Customers must take responsibility for customs, local taxes etc. We will retain proof of posting and tracking for Recorded Delivery and International Signed For shipping but are unable to enter into negotiations with customs.
- 8.3. Standard delivery is recorded delivery by Royal mail with insurance. The supplier will only ship goods with a total value of over £100 with insurance at the customer's expense.
- 8.4. Standard packing and shipping cost will be specified on the order confirmation/acceptance and or proforma.
- 8.5. In the event that the Customer requests delivery without insurance and the Supplier agrees, in writing, to such a delivery the Supplier accepts no responsibility for loss or damage during or at delivery or non-delivery. The Supplier will not refund payment for the goods in the case of non-delivery, loss, or damage.
- 8.6. Following receipt and clearance of payment the shipment of the Goods shall be made by the Supplier delivering the Goods to the place specified in the quotation or order form.
- 8.7. Goods, that are in stock, will normally be shipped within one business day following receipt and clearance of payment except for periods of annual shutdown, as indicated from time to time on the Supplier's website. However, if there is likely to be a delay of more than three business days the Supplier will inform the customer who may cancel the order and be refunded.

- 8.8. If the Customer fails to take delivery of the Goods or any part of them, it is their responsibility to contact the carrier to arrange re-delivery or collection. Tracking information if available can be provided by the Supplier.
- 8.9. With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the quotation provide the Services expressly identified in the quotation.
- 8.10. In the case of export, the Customer is liable for local taxes and customs clearance etc.
- 8.11. The order value for insurance purposes is shown on the Customs Declaration.

9. Non-Delivery of Goods and Services

- 9.1. If the Customer does not receive goods within 4 days after notice of shipment for the UK and 6 days for Europe the customer should notify the Supplier. If the customer requested shipping without insurance and the Supplier agreed, in writing, to such a delivery, then shipping is at the Customers liability and the Supplier is exempt from liability with regard to refund or replacement products or goods.

10. Risk and Retention of Title

- 10.1. Risk of damage to or loss of the Goods shall pass to the Customer when the Goods have been delivered by the Courier and shipper. However, if the Customer has requested shipping without insurance and the Supplier agreed to such a delivery in which case risk of damage to or loss of the Goods shall pass to the Customer when the Goods have been collected by the Courier and shipper.
- 10.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 10.3. The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
 - 10.3.1. The Customer commits or permits any material breach of his obligations under these conditions;
 - 10.3.2. The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - 10.3.3. the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 10.3.4. the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of ScheduleB1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

11. Assignment

- 11.1. The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.
- 11.2. The customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Defective Goods

- 12.1. If on delivery any of the Goods are defective in any material respect and the Customer gives written notice of such defect to the Supplier within 5 Business Days of such delivery, the Supplier shall at its option:
 - 12.1.1. Replace the defective Goods within as soon as practical after receiving the Customer's notice; or
 - 12.1.2. Refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Supplier shall have no further liability to the Customer in respect thereof.
- 12.2. No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 12.3. The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 12.4. Goods, other than defective Goods returned under sub-Clauses 12.1 or 12.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
- 12.5. Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6. The Customer shall be responsible for ensuring that any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

13. Returns Policy

- 13.1. If you are not satisfied with any product on receipt, you may return it within 10 days. The Customer must contact the Supplier by e-mail specifying the reason for the return.
- 13.2. The Supplier will issue a returns form by e-mail.
- 13.3. The Customer should complete and include the returns form, the delivery note or a copy. If the delivery note is not available the Customer should ensure the order number is on the returns form provided.
- 13.4. The Customer must retain a copy of proof of posting in case of non-delivery. In the case of non-delivery of the returned product the Customer is liable for the full price of the product or products being returned.
- 13.5. The Customer should send the Returns to the address provided on the returns form.

13.6. Damaged Goods

13.6.1. In circumstances where transport cost include insurance the Supplier will replace the damaged item. The customer must immediately report damage during transport in writing to the supplier and the carrier making the delivery. The Customer should photograph the packaging as received and send a copy to the Supplier and if possible, retain the original packing for a possible insurance claim. The product must be returned in the received condition using the most economical recorded shipping method. The Supplier will refund reasonable return shipping costs based on our shipping charge. Damaged in transit returns must be made within 5 days of delivery.

13.6.2. In circumstances where transport cost does not include insurance the Supplier accepts no responsibility for damage in transport.

13.7. Unwanted Items or Change of Mind.

13.7.1. If the Customer decides the item is not what they want on arrival they may return it at their expense and the supplier will accept it back into stock provided it is in the original saleable condition, subject to reasonable inspection. We will refund the item cost (less 10% handling charge) but not the return shipping charges. Returns for refund must be made within 10 days of receipt.

13.7.2. The Supplier will process a replacement or refund within 7 days, subject to Supplier holiday shutdown periods. If a replacement has not been requested and is not available within 7 days, the Supplier will contact the Customer offering the option of a refund or waiting until replacement is available.

13.8. Exclusions and Limitations

13.8.1. Items that have been used outside specification, disassembled, modified, or abused cannot be returned. We cannot accept returns of non-stock items and items that have been built to order.

14. Warranty

14.1. Products are guaranteed for 12 months from receipt by the Customer to be free from defects and workmanship when used as specified in data sheet.

14.2. The Supplier make no warranty or representation express or implied regarding non-infringement, merchantability, or fitness for particular purpose of the product. The customer acknowledges that the Customer or user alone has determined that the product will be suitable for the intended use. The supplier disclaims all other warranties, express or implied.

15. Suitability for Use

15.1. Products are not to be used for safety critical applications where there is a serious risk to life or property.

15.2. The Customer assumes sole responsibility for determining the suitability of Goods supplied by the Supplier for the Customer's or user's application. Furthermore, the Customer should not order any goods unless satisfied that they are suitable for the intended application.

15.3. Product descriptions and data sheets are supplied in good faith but in all cases, it is the responsibility of the Customer to ensure the goods are suitable for the Customer's or users' purpose and does not constitute a warranty. Actual performance is subject to the Suppliers Warranty and Limitations of Liability.

- 15.4. The Supplier shall not be responsible for conformity with any standards, codes, or regulations that apply to the combination of products in the customer's application or use of the product.

16. Liability

- 16.1. The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 16.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 16.3. The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 16.4. Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 16.5. The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 16.6. Subject to the remaining provisions of this Clause 16:
- 16.6.1. the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and
- 16.6.2. the Supplier shall not be liable to the Customer for any, pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, Warranty, Negligence or strict liability.
- 16.6.3. With regard to product performance the liabilities of the Supplier for any act shall not exceed the individual price of the product on which the liability is asserted.

17. Customer default

- 17.1. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 17.1.1. cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
- 17.1.2. appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

17.1.3. charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

17.2. This condition applies if:

17.2.1. the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

17.2.2. the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

17.2.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

17.2.4. the Customer ceases, or threatens to cease, to carry on business; or

17.2.5. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.3. If sub-Clause 17.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. Privacy

18.1. Customer details retained for accounts and warranty management, these details are not shared, transferred, exchanged, or forwarded with any 3rd parties.

19. Confidentiality

19.1. Each Party undertakes that, except as provided by sub-Clause 19.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 3 years after its termination:

19.1.1. keep confidential all Confidential Information;

19.1.2. not disclose any Confidential Information to any other person;

19.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

19.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and

19.1.5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 19.1.1 to 19.1.4 above.

19.2. Either Party may:

19.2.1. Disclose any Confidential Information to:

19.2.1.1. any governmental or other authority or regulatory body; or

- 19.2.1.2. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 19.2.1.1 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 19, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 19.2.1.3. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 19.2.2. The provisions of this Clause 19 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

20. Communications

- 20.1. All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2. Notices shall be deemed to have been duly given:
 - 20.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 20.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 20.3. All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Force Majeure

- 21.1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

22. Waiver

- 22.1. The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

23. Severance

- 23.1. The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.
- 23.2. A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Law and Jurisdiction

- 24.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.