

# Terms and Conditions SCN UK

## GENERAL TERMS AND CONDITIONS OF SALE

These terms of business set out the basis on which SCN UK of 46 Hall Lane, Walsall Wood, West Midlands, WS9 9D9 will supply certain Goods and (if applicable) Services to the Customer.

Terms and Conditions SCN UK .....	1
1 INTERPRETATION .....	2
2 BASIS OF CONTRACT .....	2
3 CANCELLATION OF GOODS .....	3
4 DELIVERY AND INSPECTION .....	3
5 WARRANTY FOR THE GOODS.....	4
6 TITLE AND RISK.....	5
7 SUPPLY OF SERVICES.....	6
8 INTELLECTUAL PROPERTY .....	6
9 NON-RECURRING ENGINEERING (NRE) CHARGE.....	7
10 PRICE AND PAYMENT.....	7
11 CUSTOMER'S INSOLVENCY .....	8
12 LIMITATION OF LIABILITY.....	8
13 FORCE MAJEURE .....	8
14 GENERAL .....	9

## **1 INTERPRETATION**

In these Conditions, the following definitions apply:

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.4.

Contract: the contract between SCN UK and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from SCN UK.

Deliverables: the deliverables to be provided by SCN UK as set out in the Specification.

SCN UK Materials: any and all materials, equipment, documents and other property of SCN UK, in whatever form.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of SCN UK's quotation.

Services: the services supplied by SCN UK to the Customer as set out in the Specification.

Specification: the description or specification for the Services provided in writing by SCN UK to the Customer.

## **2 BASIS OF CONTRACT**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer will ensure that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted on the earlier of:

2.3.1 SCN UK issuing a written acceptance of the Order; and

2.3.2 SCN UK dispatching the Goods, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SCN UK which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or advertising issued by SCN UK and any descriptions of the Goods or illustrations or descriptions of the Services contained in SCN UK's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods and/or Services given by SCN UK shall not constitute an offer. A quotation shall only be valid for a period of 30 days.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3 CANCELLATION OF GOODS**

3.1 Once an Order is placed by the Customer, it cannot be cancelled for any reason. This pertains to all types of Goods, whether they are standard, non-standard, custom-built or end-of-life Goods. This is due to the business nature of the transactions and the resources allocated by SCN UK upon receiving the Order.

3.2 The Order is considered legally binding once it has been accepted as per clauses 2.3.1 and 2.3.2 in these Conditions. As such, the Customer is legally required to fulfill their commitments as per the Contract, including the payment of the Order in full.

3.3 In the event of any dispute or claim relating to a potential cancellation, it will be governed by English law under the exclusive jurisdiction of the courts of England and Wales, as mentioned in clause 14.5 of these Conditions.

### **4 DELIVERY AND INSPECTION**

4.1 SCN UK will deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location).

4.2 Delivery of the Goods will be completed on the Goods arrival at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.4 SCN UK may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate Contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

4.5 Notwithstanding clause 5, the Customer will be responsible for inspecting the Goods upon delivery and will notify SCN UK if there is any damage, discrepancy, non-delivery or shortage within 7 days of delivery.

4.6 If the Customer requests any changes (including but not limited to postponements) in relation to a delivery (in whole or in part) and SCN UK agrees (in its sole discretion, which may be withdrawn or amended at any time) to such change, SCN UK shall store the Goods and charge the Customer for all costs and expenses associated with such storage, including insurance costs and a storage fee calculated at 3% of the value of the stored Goods per month (calculated daily).

4.7 If (for any reason other than SCN UK's breach of the Contract) the Customer fails to take delivery of, or collect the Goods (where the Customer is to collect the Goods and fails to collect them on the agreed collection date or otherwise within 30 days of being notified that they are ready for collection) then SCN UK may impose the charges set out at clause 4.6, and SCN UK shall have no further liability to the Customer in respect of such delivery or collection. If the Customer has not taken delivery of the Goods after a further period of 30 days, SCN UK may at its discretion resell or otherwise dispose of part or all of the Goods without affecting SCN UK's liability to the Customer or entitling the Customer to any refund.

## **5 WARRANTY FOR THE GOODS**

5.1 SCN UK warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods will:

5.1.1 conform in all material respects with their description;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to SCN UK during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 SCN UK is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by SCN UK) returns such Goods to SCN UK's place of business at the Customer's cost, SCN UK will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 SCN UK will not be liable for Goods' failure to comply with the warranty set out in clause 5.1 if:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow SCN UK's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice;

5.3.3 the Customer alters or repairs such Goods without the prior written consent of SCN UK; or

5.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

5.4 Except as provided in this clause 5, SCN UK will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions will apply to any repaired or replacement Goods supplied by SCN UK, save that the Warranty Period shall not be extended in respect of such Goods, and will continue to run from the original date of delivery.

## **6 TITLE AND RISK**

6.1 The risk in the Goods will pass to the Customer upon completion of delivery.

6.2 Title to the Goods will not pass to the Customer until SCN UK has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to SCN UK for sales of the Goods or any other products to the Customer.

6.3 Until title to the Goods has passed to the Customer, the Customer will:

6.3.1 hold the Goods on a fiduciary basis as SCN UK's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as SCN UK's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.5 notify SCN UK immediately if it becomes unable to meet its debts or ceases to carry on business; and

6.3.6 give SCN UK such information relating to the Goods as SCN UK may require, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer, the Customer becomes unable to meet its debts or ceases to carry on business, or SCN UK reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy SCN UK may have, SCN UK may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7 SUPPLY OF SERVICES**

7.1 SCN UK shall provide the Services and the Deliverables to the Customer in accordance with the Specification in all material respects.

7.2 SCN UK shall use all reasonable endeavours to meet any performance dates for the Services specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 SCN UK shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and SCN UK shall notify the Customer in any such event.

7.4 SCN UK warrants to the Customer that the Services will be provided using reasonable care and skill.

## **8 INTELLECTUAL PROPERTY**

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SCN UK.

8.2 Subject to payment by the Customer of all applicable charges, SCN UK licenses such Intellectual Property Rights to the Customer, on a non-exclusive, non-transferrable, non-sublicensable, personal basis to such extent as is strictly necessary to enable the Customer to

make reasonable use of (but not to reverse engineer, dismantle or otherwise take apart) the Deliverables and the Services.

8.3 All SCN UK Materials are the exclusive property of SCN UK.

## **9 NON-RECURRING ENGINEERING (NRE) CHARGE**

9.1 Any NRE charge issued by SCN UK to the Customer in connection with the Contract will be at the absolute discretion of SCN UK (acting reasonably) and is in addition to any other amounts due from the Customer under the Contract.

9.2 Any NRE charge will be included in the quotation provided by SCN UK to the Customer and is payable in advance of any Goods being delivered and/or Services being performed by SCN UK.

9.3 Except as otherwise set out in the Contract, payment of any NRE charge by the Customer under the Contract shall not constitute an assignment of any Intellectual Property Rights (or otherwise confer any rights) in the Deliverables or the Services to (or on) the Customer.

## **10 PRICE AND PAYMENT**

10.1 The price of the Goods and/or Services will be the price set out in the Order, or if no price is quoted:

10.1.1 in respect of the Goods, the price shall be as set out in SCN UK's published price list in force as at the date of delivery; and

10.1.2 in respect of the Services, the charges shall be on a time materials basis calculated in accordance with SCN UK's standard rates as notified to the Customer from time to time.

10.2 The price of the Goods is exclusive of the costs and charges for packaging, insurance and transport which will be charged at SCN UK's standard rates as notified to the Customer from time to time.

10.3 The Customer will pay each invoice submitted by SCN UK in full and in cleared funds within 30 days of the date of invoice. Payment will be made to the bank account nominated in writing by SCN UK. Time of payment is of the essence.

10.4 The price of the Goods and Services is exclusive of value added tax (VAT) and any taxes, duties or levies charged on or in relation to the Goods and/or the Services, which the Customer shall pay in addition.

10.5 If the Customer fails to make any payment due to SCN UK under the Contract by the due date for payment, then the Customer will pay interest on the overdue amount at the rate of 4% per year above the base rate of Barclays Bank Plc from time to time. Such interest will accrue

on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

10.6 The Customer will pay all amounts due under the Contract in full without any deduction or withholding except as required by law.

## **11 CUSTOMER'S INSOLVENCY**

If the Customer becomes unable to meet its debts or ceases to carry on business, or if SCN UK reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy available to SCN UK, SCN UK may cancel or suspend all further deliveries of Goods and/or Services under the Contract or under any other contract between the Customer and SCN UK without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered, and/or Services provided, to the Customer will become immediately due.

## **12 LIMITATION OF LIABILITY**

12.1 Nothing in these Conditions will limit or exclude SCN UK's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of terms implied by section 12 of the Sale of Goods Act 1979.

12.2 Subject to clause 12.1:

12.2.1 SCN UK will not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and

12.2.2 SCN UK's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed 50% of the charges paid by the Customer in respect of the Goods and/or Service (as applicable).

## **13 FORCE MAJEURE**

SCN UK will not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without

limitation strikes or other industrial disputes, failure of energy sources, acts of God, terrorism, malicious damage, breakdown of plant or machinery, collapse of building structures, extreme adverse weather conditions, or default of suppliers or subcontractors.

## **14 GENERAL**

14.1 Assignment and subcontracting. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of SCN UK.

14.2 Severance. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract will not be affected.

14.3 Third party rights. A person who is not a party to the Contract will not have any rights under or in connection with it.

14.4 Variation. Any variation to the Contract will only be binding when agreed in writing and signed by SCN UK.

14.5 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Upon variations in exchange rates, customs, levies, taxes, excises freight costs or other price elements outside of the control of the Supplier exceeding 2 %, the Supplier may, up to the time of invoicing of the Product, adjust the indicated prices.