



## Quorum Technologies Limited - Terms and Conditions

### 1. Definitions

'Seller' means Quorum Technologies Ltd.

'Buyer' means the person, company or academic/government institute placing the order.

'Order' means the order placed by the Buyer for the supply of the goods.

'Goods' means the equipment and parts (or any of them) covered by the order.

### 2. General

Any Order, whether following a quotation or tender or not, shall incorporate these Conditions of Sale. The Seller shall not be bound by any variation or modification of/substitution for/addition to these conditions (even though included in or referred to in the purchase order or other Buyer's document), except as expressly agreed in writing by the Seller.

### 3. Quotations

Quotations shall be valid for acceptance for a period of 30 days unless otherwise specified by the Seller

### 4. Delivery Date

Any date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable for any loss or damage howsoever arising out of delay in delivery.

### 5. Place of Delivery

Unless otherwise agreed in writing all deliveries shall be ex Seller's works. The Seller will at the request and expense of the Buyer arrange carriage and insure the Goods against normal transit risks, but in the event of loss or damage whether or not caused by the negligence of the Seller or its carrier or any other person, the Seller's liability shall be limited to passing on to the Buyer the benefit of such insurance. If the Goods are to be sent abroad, the Buyer shall procure at their own expense any import licence required for the country to which the Goods are to be dispatched.

### 6. Storage

In the event of Seller not receiving forwarding instructions within seven days after notification in writing to the Buyer that the Goods are ready for dispatch, the Goods will be stored by the Seller at the risk and expense of the Buyer.

### 7. Passing of Property and Risk to Buyer

The risk in the Goods shall pass to the Buyer at the point of delivery. The point of delivery shall unless otherwise agreed in writing be ex Seller's works. The Property in the Goods remains with the Seller until such time as the Seller has received full and final payment in accordance with the contract

### 8. Security Interest

Seller reserves and Buyer grants to Seller a security interest in all Products sold and all proceeds thereof to secure the full payment and performance by Buyer of its obligations and liabilities to Seller. Buyer acknowledges and agrees that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other document as Seller may request in order to evidence or perfect such security interest.

### 9. Terms of Payment

The terms of payment shall be net 30 days from dispatch. Quorum Technologies Ltd. understands and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to the agreed terms. Interest will be applied using the Bank of England Base Rate + 8% and calculated on a daily basis in accordance with the following formula: Interest Payable = Debt x Interest Rate x Number of days late/365. Additionally, Quorum Technologies Ltd reserves the right to withdraw standard and extended warranty terms from Buyers who fail to meet the agreed payment terms.



## Quorum Technologies Limited - Terms and Conditions

Quorum Technologies Ltd. reserve the right to pursue debtors for the recovery of all other costs and expenses including any legal fees and expenses incurred in collecting overdue amounts or otherwise enforcing its rights under these terms and conditions.

### 10. Delivery in Instalments

Where the contract permits delivery by instalments, each delivery shall be deemed to be a separate contract provided that failure by the Buyer to pay for any instalment shall entitle the Seller to terminate the whole contract by notice in writing to the Buyer.

### 11. Installation, Tests and Take-Over

Where the contract provides for installation of the Goods by the Seller, the Buyer shall at its own expense comply with the requirements of the Site Preparation Guide supplied to the Buyer by the Seller prior to the delivery of the goods.

When the installation of the Goods is complete and all tests to be made by the Seller have been passed to the reasonable satisfaction of the Buyer, the Buyer shall forthwith take-over the Goods and shall certify accordingly. The Buyer shall be liable for any damage to or loss of the Goods arising from any use of, or attempt to use, the Goods by the Buyer, its servants or agents prior to the date of take-over unless such use of, or attempt to use, the Goods is made under the supervision of the Seller's Representative.

The Warranty Period shall run from the date of take-over of the Goods by the Buyer save that, in the event that the Buyer fails to fulfil any of his obligations under the aforesaid Site Preparation Guide to the extent that the installation is delayed for more than 60 days from the date of shipment, the Warranty Period shall commence on the 61st day of delay.

### 12. Buyer's Tests

If the Buyer requires tests or inspections to be made, in addition to the standard tests and inspections made by the Seller, the Buyer shall be responsible

for any costs incurred by the Seller in the performance of such tests or inspections. The results of tests carried out at the request of the Buyer will be certified to the Buyer as required.

### 13. Force Majeure

In the event of delivery being in the opinion of the Seller substantially delayed for any of the following, including but not limited to strikes, lock-outs, transport delays, war, riots, Acts of God or any other cause beyond the reasonable control of the Seller, the Seller shall be entitled at its option either:

1) To treat the contract as terminated in which case the Seller shall return to the Buyer any pre-payment made by the Buyer and subject to such repayment neither party shall have any further rights against the other, or

2) The Seller may deliver the Goods as soon as the circumstances causing the delay cease, provided that delivery of no part of the Goods shall be delayed for more than 12 months from the original stated delivery date.

### 14. Warranty

#### Standard 12-month warranty

The Seller undertakes to replace or repair, at its option, any Goods supplied by the Seller (save as provided in (f) below) if a defect in material or workmanship arises under conditions of normal and proper use and maintenance (fair wear and tear excepted), provided that all of the following are true:

- a) The Goods were operated and maintained in accordance with the Seller's operating instructions.
- b) The claim is first notified promptly in writing to the Seller.
- c) The defect occurs within 12 months from the date of take-over of the Goods by the Buyer in accordance with the provisions of Clause 11 - Installation, Tests and Take-Over.
- d) The Goods have not been repaired or modified by anyone other than the Seller or at the Seller's direction.
- e) In the case of Goods not of its own manufacture, the Seller's responsibility shall be limited to the passing on to the Buyer the benefit of any guarantee or warranty given to the Seller by the manufacturer



## Quorum Technologies Limited - Terms and Conditions

of such Goods.

f) Filaments, gaskets, targets and consumable items are themselves excluded from the warranty provisions.

### **Extended three-year warranty**

The Seller may, from time to time, offer extended warranty terms on certain products. Extended warranty terms cover manufacturing defects only and require the defective component to be returned, carriage paid, to the factory. Return carriage costs are also the responsibility of the customer. These terms are offered at the absolute discretion of the Seller and are subject to the fulfilment by the Buyer of certain criteria which are published by the Seller in the Extended Warranty Registration Form and supplied with each product. Failure to comply with these criteria will limit the warranty to the standard 12-months only.

As outlined in Payment Terms (see section 9) Quorum Technologies Ltd reserves the right to withdraw standard and extended warranty terms from Buyers who fail to meet the agreed payment terms.

### **Bespoke Goods**

Where the Seller has manufactured Goods to the design of, or furnished by, the Buyer, the Seller accepts no liability for design errors or the consequences thereof, and the Buyer shall indemnify the Seller against all demands, damages, costs, and expenses arising in connection with such design.

The Seller disclaims all other warranties - whether express or implied, oral or written - with respect to the Goods, including without limitation all warranties of merchantability or fitness for any purpose. The Seller does not warrant that the Goods are error-free or will accomplish any particular results.

The foregoing states the entire liability in contract and in tort of the Seller in respect of defective Goods and the Seller shall not, save as expressly provided herein, be liable for any other claim in regard to defects in the Goods.

## **15. Technical Representation**

All drawings, descriptive matter, technical specifications and other particulars given in respect of the Goods (whether oral or in catalogues or advertisements or accompanying or referred to in Seller's quotation) are stated in good faith as being correct but are not binding in detail and do not form part of the contract unless stated to do so in the quotation. It is the Buyer's responsibility to ensure that the Goods ordered are sufficient and suitable for the Buyer's purposes. All recommendations and advice are given without charge and, whilst given in good faith, are given without responsibility on the Seller's part.

## **16. Patent Rights**

The Seller shall indemnify the Buyer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use or sale of the Goods supplied by the Seller to the Buyer and against all costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in such action.

Provided always that this indemnity shall not apply to any infringement which is due to the Seller having followed a design or instruction furnished or given by the Buyer or to the use of the Goods in a manner or for a purpose or in a foreign country not specified by or disclosed to the Seller, or to any infringement which is due to the use of such Goods in association or combination with any other article or material not supplied by the Seller.

Provided also that this indemnity is conditional on the Buyer giving to the Seller the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting the Seller at Seller's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

The Buyer on their part warrants that any design or instruction furnished or given by them shall not be such as will cause the Seller to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the order



## Quorum Technologies Limited - Terms and Conditions

### 17. Design Rights

Any specifications, plans, drawings, patterns or designs supplied by the Seller to the Buyer in connection with the contract shall remain the property of the Seller, and any information derived therefrom or otherwise communicated to the Buyer in connection with the contract shall be regarded by the Buyer as secret and confidential and shall not, without the consent in writing of the Seller, be published or disclosed to any third party, or made use of by the Buyer except for the purpose of implementing the contract.

### 18. Limitation of Liability

Seller shall indemnify the Buyer against all claims founded on damage or injury which arise out of or to the extent of any negligent act or omission of the Seller, its servants or agents whether such claims are made by the Buyer or by a third party against the Seller or against the Buyer provided, however, that nothing in this condition shall render the Seller liable for injury or damage resulting from any negligent act or omission of the Buyer, its servants or agents, or any other contractor employed by the Buyer and the Buyer shall indemnify the Seller against all actions, demands and expenses arising in connection with any such injury or damage.

The Seller shall have in force Employer's Liability Insurance for a limit of £5,000,000 and Product Liability Insurance and Public Liability Insurance for a limit of £5,000,000 per occurrence and £10,000,000 in the aggregate and save as so provided neither the Seller nor its servants or agents shall have any liability to the Buyer or any third party for negligence or otherwise.

The Buyer shall maintain in full force and effect Employer's Liability Insurance and Public Liability Insurance in respect of its own liabilities and such insurances shall be extended to indemnify the Seller against any claim for which the Buyer or any contractor employed by the Buyer may be legally liable.

The Seller shall not be liable for loss of profit, loss of market or any other indirect or consequential loss howsoever arising and the Buyer accepts that the warranties and conditions set out in these Conditions

of Sale apply to the contract in lieu of all warranties and conditions implied into a contract by common law or statute, and that any such implied warranties and conditions are hereby expressly excluded to the extent permitted by law.

### 19. Default and Insolvency

If the Buyer shall default in or commit any breach of its obligations to the Seller or if the Buyer becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for purposes of amalgamation or reconstruction), the Seller may, without prejudice to any other of his rights, terminate the contract forthwith by notice in writing to the Buyer or to any person in whom the contract may have become vested.

Upon termination as aforesaid it shall be lawful for the Seller to enter upon and take possession of any goods, wherever situated, for which the full purchase price has not been paid and to dispose of same without further notice to the Buyer.

### 20. Applicable Law

The construction, validity and performance of the contract shall be governed by the law of England and the parties hereto shall submit to the jurisdiction of the English Courts.