

Title:

TCS Selling Terms and Conditions

Policy Number TCS_T&C002

Rev:

Date: 03/01/2024

Author: M.Sloan

Conditions of Sale

The conditions of sale specified in this document are the sole terms upon which TCS will conduct business with the purchaser. Any other agreements / discussion not qualified and agreed to in writing by TCS will be considered null & void.

All goods shall be supplied EXW (Incoterms® 2020), unless agreed otherwise on the TCS quote.

All goods and services are subject to VAT at the applicable UK rate, unless otherwise agreed in advance.

Confirmation of contract

Until TCS has confirmed in writing acceptance of the purchasers' requirements, TCS's quotations do not represent binding contracts. No contract will exist between TCS and the purchaser until the quotation detail becomes part of a Customer Purchase order with agreed terms and conditions.

The purchaser shall ensure that the product purchased is suitable for its intended use and that no liability will be accepted by TCS for loss, damage or injury, however incurred.

Intellectual property

The purchaser shall agree confidentiality, protection and security of all intellectual, sensitive and proprietary information relating to and owned by TCS or its Customers and that it will not be used by the purchaser of the goods or services or their customers and suppliers in any manner whatsoever. When required, TCS will require and implement a non-disclosure agreement between the seller and the purchaser.

Continuity

The seller reserves the right to discontinue the manufacture, or supply and delivery of any goods, line of goods or services, at any time, irrespective of the acceptance of a Customer Purchase order.

Packaging;

The prices quoted are based on the cost of the seller's normal packaging.

If the purchase has specific packaging requirements these need to be identified and quoted at enquiry stage before placement of a purchase order.

Selling Price

All prices shall be agreed at the quotation stage and clearly identified on the TCS quote.

Quotations are valid for 30 days from date of quotation unless otherwise specified on the quote.

The value of all orders accepted is subject to adjustment based on the raw material cost at the time of production commencement.

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Payment

Payment terms are strictly 30 days from invoice date. Please note, any amendments by the Customer on this document subsequently returned to us, does not constitute an agreed change to our Terms and Conditions. Any Customer requested change to our Terms and Conditions must be submitted formally in writing and be approved by TCS to become effective.

Acceptance and responsibility by the purchaser to pay the invoice in full within the agreed terms is undertaken on receipt of goods by the purchaser.

The seller reserves the right to charge interest on overdue accounts at 8% per annum above UK base rate.

In the event of delayed shipment by the Purchaser, the seller reserves the right to charge for product storage and to invoice for the work carried out.

TCS will not accept any liability for cost incurred by the purchaser or delays in invoicing from issues arising after the purchaser is in receipt of the goods.

Delivery

TCS will endeavour to meet the delivery dates quoted to the purchaser.

Delivery dates quoted by TCS are based on the best information available at the time an order is accepted and represents the seller's best delivery estimate only. TCS shall not be liable to the purchaser for any loss whatsoever suffered by the purchaser as a result of TCS failing to deliver the goods within the quoted time limits, unless there is a formal agreement between the seller and purchaser which identifies the specific terms of agreement and forms part of the purchase order.

Product ownership/risk

The transfer of risk of any goods supplied is according to the Incoterms agreed on the quote and Purchase Order.

The transfer of ownership of any goods supplied transfers to the Purchaser on full payment to TCS.

Until final payment is made the purchaser shall hold the goods for the seller such, that the goods are identified as goods of the seller and that the purchaser shall immediately return the goods to the seller should it be requested by an authorised representative.

The purchaser grants the seller irrevocable rights to enter premises/transport occupied by the purchaser for goods in their possession for the purpose of re-possession and removal if deemed appropriate by the seller.

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Warranty

The goods shall conform to the description of the goods specified by the purchaser, and confirmed on the order acknowledgement, or to the standard sample supplied to the purchaser. Goods are not sold by the seller with any warranty.

The purchaser shall give notice in writing to the seller of any quality non-conformances relating to the goods within 10 days of receipt, thereafter the goods will be considered as acceptable to the purchaser and are considered conforming to the Purchase Order. No claims will be accepted after that date.

Governing Laws

The contract shall be governed by English law. Any disputes arising shall be submitted to the exclusive jurisdiction of the English courts.

Health & Safety

The sellers ensure as far as reasonably practicable its products are safe and without risk to health and safety when properly used.

Force Majeure

The seller shall have the right, through any circumstances beyond the seller's reasonable control to cancel or delay the delivery of goods or execution of services. This would apply whereby the seller's ability to manufacture or deliver goods or services, becomes impaired, delayed or prevented by events such as, including but not limited to, fire, explosion, flood, accident, strikes, lockouts, labour disputes, breakdown of machinery, failure of any third party in the supply chain to supply to the seller, or, anything directly or indirectly interfering with the supply of goods or services, including but not be limited to, the price and or supply of raw material, and any other goods or services relating to the contract, the manufacture, supply, shipment or arrival of goods, suspension or loss of means of transport, war, riot, government requisitions of any kind.

During any such period of cancellation the purchaser has the right to purchase elsewhere at their own risk and cost, goods or services that may be needed.

Severability

Should any court find any of TCS terms or conditions to be un-enforceable or invalid, this will not affect the other defined terms and conditions, which will remain in full force and effect.

Third Party Rights

Anyone who is not a party to the contract has no right to enforce any term or condition of the contract.



Technical Composite Systems
Systems House, 1 Claylands Way,
Paignton (UK), TQ4 7TY
T: 01803 226962 F:01803 520498

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Credit

The seller reserves the right at any time to withhold or change the value of credit facilities or to limit the amount of time the credit will be granted to the Purchaser.

Pro-forma Invoicing

TCS request pro-forma invoicing for first off purchases by new Customers unless otherwise agreed by the TCS Managing Director.

The Company reserves to make changes to its terms and conditions without prior notice.