

Terms and Conditions of Sale

1. RULING CONDITIONS

All contracts of sale made by NEWTECH INTELLIGENT AUTOMATION LTD (NEWTECH) are subject to these conditions to the exclusion of any and all printed terms or conditions of the Purchaser, which shall not form part of the Contract. These conditions cannot be varied, suspended or added to except with the prior consent in writing of NEWTECH.

2. LOSS OR DAMAGE IN TRANSIT

NEWTECH except no liability for the loss or damage to goods in transit unless the purchaser gives preliminary notice to NEWTECH within three days of receipt of the goods and unless a complete statement of claim is received by NEWTECH within 7 days of receipt of the goods by the Purchaser.

3. DISCREPANCIES

Discrepancies must be advised to us in writing within 7 days of Invoice date. Claims outside this period cannot be considered. We must also be given the chance to inspect or test any parts.

4. RETURNED GOODS

Any goods returned and accepted by us as defective or not in accordance with the order shall be replaced but shall not form the subject of a claim for loss of production or other expenditure. Any Goods returned due to incorrectly ordering on behalf of the Purchaser shall be liable for a 15% handling fee. Any electronic equipment returned shall be subject to a testing fee. Returned goods will only be accepted back if they are in pristine condition.

5. SERVICES

NEWTECH shall agree to rectify any faults or defects caused directly by NEWTECH during the course of authorised service work, but the fault shall not form the subject of a claim for loss of production or other expenditure.

6. PRICES

Unless agreed separately in writing by NEWTECH, the price of the goods/services shall be the price ruling at date of dispatch together with any vat or government taxes.

7. PAYMENT

a) Except otherwise agreed in writing by NEWTECH, payment shall be made not later than 30 days from the date of the invoice for the goods/services. In all cases where payment is not made by the due date NEWTECH reserves the right to charge interest at the rate of 1 ½ % a month or part of a month, on all sums overdue for payment, the amount of interest being payable in full on demand. NEWTECH also reserves the right in such cases, exercisable with, or in lieu of, the foregoing right to suspend all deliveries of all goods/services to the Purchaser under this and/or any other contract and/or cancel all or any other contract with the Purchaser.

b) Notwithstanding any statement to the contrary in any invoice or confirmation of sale or other document from NEWTECH, NEWTECH reserves the right to demand payment of the price at any time.

c) On any account not paid within our terms of trading we reserve the right to add to the account any cost incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account.

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d) With regard to payments due to NEWTECH which are conditional on events determined or otherwise influenced by the customer, such payments will fall due to be immediately payable if the customer has occasioned a delay of more than 30 days, regardless of any conditions agreed in a contract, such conditions having been agreed in good faith by NEWTECH.

8. RETENTION OF TITLE

Until payment in full is received by NEWTECH for all goods/services whatsoever supplied at any time by us to the purchaser:

- a) Property of the goods shall remain with NEWTECH and purchaser shall hold the goods as bailee on NEWTECH'S behalf:
- b) Purchaser shall subject to (c) and (d) below store the goods separately from other goods in the possession of the Purchaser:
- c) Purchaser shall be at liberty to sell goods in the ordinary course of business on the basis that all proceeds of sale of such goods are NEWTECH'S property for which the purchaser shall account on demand.
- d) Notwithstanding that the property in the goods has not yet passed. Purchaser may incorporate the goods in or together with any product manufactured or assembled by Purchaser in the ordinary course of its business. If Purchaser sells any such products before property in the incorporated goods has passed, it shall do so as NEWTECH'S agent but Purchaser's liability to account, as agent for the proceeds of such sale shall be limited to NEWTECH invoice value of the goods incorporated. If, before property in the goods passes any of the goods are incorporated in or together with any products manufactured or assembled by Purchaser, Purchaser shall maintain records sufficient to enable such products to be identified, and for the goods so incorporated to be identified, measured or otherwise quantified.
- e) The powers of the Purchaser referred to in (c) and (d) above shall be determined: -
 - i) By written notice to Purchaser if any payment for any goods whatsoever remains unpaid after 14 days after becoming due to NEWTECH.
 - ii) Automatically if a receiver is appointed over any assets or undertaking of Purchaser or a winding-up order is made against Purchaser or Purchaser goes into voluntary liquidation or calls a meeting or makes any composition or arrangement with its creditors or commits any act of bankruptcy:
- f) Upon determination of the powers of Purchaser referred to in (c) and (d) above Purchaser shall place the goods at NEWTECH'S disposal and NEWTECH shall be entitled to enter upon the premises of Purchaser and remove any goods including goods which may have been incorporated into other products or affixed to the realty.

9. WARRANTIES

- a) NEWTECH are notified of any potential warranty issue prior to any work being carried out by the customer.
- b) NEWTECH will seek to identify the cause of the warranty claim and advise on the potential remedy. This will be carried out by telephone or e-mail. If any parts are suspected of failing under warranty, arrangements will be made to supply a replacement part within a reasonable timescale. Newtech require a purchase order to cover the transaction.

- c) The replacement part will be dispatched to the customer. The defective part must be returned to allow full assessment to take place by NEWTECH and/or the manufacturers.
- d) If the failure is deemed to be as a result of component failure in line with warranty conditions, no invoice will be raised.
- e) If the part is deemed to have suffered miss-use, negligence, alterations or repair without the consent of NEWTECH, water damage or exposure to shock, extreme temperatures or tamper, warranty claim will be declined and an invoice will be issued accordingly.
- f) If the part is not returned within 7 days, the above will be assumed and the warranty claim will be declined and an invoice will be issued accordingly.
- g) Should the fault require further attention outside the capability of the customer engineering resource, NEWTECH will provide an engineer within a reasonable timescale.
- h) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to NEWTECH in accordance with these Conditions, the Newtech shall be entitled to replace the Goods (or part in question) free of charge or, at NEWTECH'S sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price), but NEWTECH shall have no further liability to the Purchaser. For the avoidance of any doubt, NEWTECH will not be liable for any loss of production, any consequential loss claims, or any other such claims.

LEGAL

English Law shall govern the construction validity and performance of the contract.