

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. DAMAGE IN TRANSIT

NEWTECH accept 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 (including photos of the damage) 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 the final Invoice date. Claims outside this period cannot be considered. Where a discrepancy claim has been made NEWTECH must also be given the opportunity to inspect or test any parts within 14 days.

4. RETURNED GOODS

Any goods returned and accepted by NEWTECH 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 the condition to which they were delivered.

The Purchaser is responsible for the selection of the goods in order to achieve the intended results.

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.

NEWTECH will respond to your service/breakdown request as soon as practical as NEWTECH understand the effect this has on production. This will be within 48 hours and NEWTECH will visit your site if agreed and paid for if necessary as soon as practical.

Telephone (remote support) contracts are for fault finding and/or diagnostic purposes only. Consultancy, optimisation and software modifications or upgrades are excluded from the scope of this service.

6. PRICES

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

7. PAYMENT

a) Unless otherwise specified by NEWTECH, payment shall be made not later than 30 days from the date of the invoice for the goods/services. For capital equipment the payment terms are specified in the proposal document and are subject to immediate payment upon receipt of invoice. In all cases where payment is not made by the due date NEWTECH reserves the right to charge interest at the rate of 1.5 % 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 in full 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.

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

e) Deposit payments for machinery or services offered by NEWTECH are non refundable

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) Title of the goods shall remain with NEWTECH and the Purchaser shall hold the goods as bailee on NEWTECH'S behalf:

b) Subject to (c) and (d) below, the Purchaser shall store the goods separately from other goods in the possession of the Purchaser:

c) The Purchaser shall only be at liberty to sell the goods in the ordinary course of business on the basis that full payment has been made to NEWTECH and Title has been transferred to the Purchaser.

d) Notwithstanding that the Title in the goods has not yet passed, the Purchaser may incorporate the goods in or together with any product manufactured or assembled by the Purchaser in the ordinary course of its business. If the Purchaser sells any such products before Title in the incorporated goods has passed, it shall do so as NEWTECH'S agent. As such, the Purchaser's liability to settle their account remains, and upon acting as an agent for NEWTECH the proceeds of such sale shall be limited to NEWTECH's 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 the Purchaser, the 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 terminated: -

i) By written notice to the Purchaser if any payment for any goods whatsoever remains unpaid after 30 days after becoming due to NEWTECH.

ii) Automatically if a receiver is appointed over any assets or undertaking of the Purchaser or a winding-up order is made against the Purchaser or the 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 termination of the powers of the Purchaser referred to in (c) and (d) above the Purchaser shall place the goods at NEWTECH'S disposal and NEWTECH shall be entitled to enter upon the premises of the Purchaser and remove any goods, including goods which may have been incorporated into other products or affixed to the realty.

9. WARRANTIES

a) Newtech must be notified of any potential warranty issue prior to any work being carried out by Newtech.

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 Purchaser. The defective part must be returned to allow full assessment to take place by NEWTECH and/or the manufacturers.

d) Upon inspection, 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 misuse, negligence, alterations or repair without the consent of NEWTECH, water damage or exposure to shock, extreme temperatures or tampering, the Purchaser's warranty claim will be declined, and an invoice will be issued accordingly against the purchase order provided, and NEWTECH's standard payment terms will apply (as detailed in clause 7).

f) If the part is not returned within 14 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 Purchaser's engineering resource, NEWTECH will provide an engineer within a reasonable timescale.

h) Where any valid claim is made to NEWTECH 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, in accordance with these Conditions, NEWTECH shall 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.

i) Warranty on capital equipment commences the day the equipment leaves NEWTECH unless otherwise agreed. If any delay in delivery is incurred through no fault of NEWTECH, NEWTECH reserves the right to commence the warranty from date of notified readiness to deliver.

10. LEGAL

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

Version 2.0 December 2022