

Terms and Conditions
Chiltern Connections Limited

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.6.

Contract: the contract between you and us 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 us.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning given in clause 6.1.

Force Majeure Event: has the meaning given to it in clause 16.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing between us.

Intellectual Property Rights or IPRs: patents, rights to inventions, copyright and related rights, moral rights, trade marks, 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 trade secrets), 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: your order for the supply of Goods and/or Services, as set out in your purchase order form or your written acceptance of our quotation (as the case may be).

Services: the services, including the Deliverables, supplied by us to you as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by us to you.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.
- (d) A reference to **“we”** or **“us”** or **“our”** is a reference to Chiltern Connections Limited (UK registration number: 02476963).
- (e) A reference to **“you”** or **“your”** is a reference to the Customer.

2. Quotations

- 2.1 Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Basis of contract

- 3.1 The Order constitutes an offer by you to purchase Goods and/or Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services contained in our 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 nor have any contractual force.
- 3.4 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the our use of the Goods Specification. This clause 3.4 shall survive termination of the Contract.
- 3.5 These Conditions apply to the Contract to the exclusion of any other terms that you seek to

impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

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

4. Charges and payment

- 4.1 The price for Goods shall be the price set out in the Order and shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 4.2 The charges for the Services shall be as set out in the Order.
- 4.3 We reserve the right to increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (c) any delay caused by any of your instructions in respect of the Goods or failure by you to provide us with adequate or accurate information or instructions in respect of the Goods.
- 4.4 Where a quotation has been supplied for a minimum number of boards for conformal coating or any similar service and you then supply a smaller number of boards, we reserve the right to increase the price of the Services to reflect any additional costs incurred by us.
- 4.5 In respect of Goods, we shall invoice you on or at any time after completion of delivery. In respect of Services, we shall invoice you on completion of the

Services or at such intervals as may be specified in the Order or Service Specification.

4.6 Subject to clause 4.6, you must pay each invoice submitted by us within 30 days of the date of the invoice (or in accordance with any credit terms agreed by us) and time for payment shall be of the essence of the Contract.

4.7 In some circumstances, we may require you to make payment in advance on account of the Goods and/or Services which are the subject of an Order and any such requirement shall be at our sole discretion.

4.8 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

4.9 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 14, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

4.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Goods

We reserve the right to amend the Goods Specification if required by any applicable statutory

or regulatory requirement, and we shall notify you in any such event.

6. Delivery of Goods

6.1 If we have undertaken to arrange delivery of the Goods then:

(a) we shall deliver (or procure delivery of) the Goods to the location set out in the Order (or such other location as we may agree with you) at any time after the we notify you that the Goods are ready; and

(b) delivery of the Goods shall be completed on the completion of loading of the Goods at our premises.

6.2 If you have undertaken to arrange delivery of the Goods then:

(a) you (or your agent) shall collect the Goods from our premises, or such other location as may be agreed before delivery (**Delivery Location**) within five Business Days of us notifying you that the Goods are ready; and

(b) delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.

6.3 If the Goods are to be delivered outside of the United Kingdom, then FCA (Free Carrier) of the Incoterms Rules 2020 shall apply to the delivery of the Goods.

6.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.5 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in

obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.6 If you fail to take delivery of the Goods within ten Business Days of notification that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with our obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth Business Day following the day on which we notified you that the Goods were ready; and
- (b) we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

6.7 If 25 Business Days after the day on which we notified you that the Goods were ready for delivery you have not accepted actual delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

6.8 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

6.9 In respect of Goods manufactured to order, we may deliver up to and including 10% more or less than the quantity of Goods ordered, and you shall not be entitled to reject the Order, but a pro rata adjustment shall be made to the Order invoice.

7. Quality of Goods

7.1 We warrant that, on delivery, the Goods shall:

- (a) conform in all material respects with their description and any applicable Goods Specification; and
- (b) be free from material defects in design, material and workmanship.

7.2 The provisions of clause 7.3 shall apply, if you give written notice that some or all of the Goods do not comply with the warranty set out in clause 7.1:

- (a) in the case of a defect that is apparent on normal visual inspection, within five Business Days of Delivery; or
- (b) in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

7.3 If you fail to give notice in accordance with clause 7.2, you shall be deemed to have accepted the Goods.

7.4 Subject to clause 7.5, provided that:

- (a) we are given a reasonable opportunity of examining the Goods; and
- (b) (if asked to do so by us) you return such Goods to our place of business at the your cost.

We shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full. In such circumstances, we shall have no further liability to you for the failure of the defective Goods to comply with clause 7.1.

7.5 We shall not be liable for the failure of the Goods to comply with clause 7.1 if:

- (a) the defect arises as a result of following any drawing, design or Goods Specification supplied by you; or

(b) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.6 These Conditions shall apply to any repaired or replacement Goods supplied by us.

8. Title and risk

8.1 The risk in the Goods shall pass to you on completion of delivery.

8.2 Title to the Goods shall not pass to you until the earlier of:

- (a) we receive payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and
- (b) you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 8.4.

8.3 Until title to the Goods has passed to you, you shall:

- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
- (d) notify us immediately if you become subject to any of the events listed in clause 14.1(a) to clause 14.1(c); and
- (e) provide such information as we may reasonably require from time to time relating to the Goods and/or your financial position.

8.4 Subject to clause 8.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:

- (a) you do so as principal and not as the our agent; and
- (b) title to the Goods shall pass from us to you immediately before the time at which resale occurs.

8.5 At any time before title to the Goods passes to you, we may:

- (a) by notice in writing, terminate your right under clause 8.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

9. Supply of Services

9.1 We shall supply the Services to you in accordance with the Service Specification in all material respects.

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

9.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.

9.4 We warrant that the Services will be provided using reasonable care and skill.

10. Your obligations

10.1 You shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification and/or the Goods Specification are complete and accurate;
- (b) co-operate with us in all matters relating to the Services;
- (c) provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) comply with all applicable laws, including health and safety laws;
- (f) comply with any additional obligations as set out in the Service Specification and/or the Goods Specification.

10.2 If the performance of any of our obligations under the Contract is prevented or delayed by your failure to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedies the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays the performance of any of our obligations; and

- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the our failure or delay to perform any of our obligations as set out in this clause 10.2.

11. Intellectual property rights

- 11.1 All IPRs used for the manufacture of the Goods or which otherwise exist in the Goods that originate from us shall remain our exclusive property or, where applicable, the third party licensor from whom we derives the right to use them.
- 11.2 All IPRs in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.
- 11.3 We shall grant to you, or shall procure the direct grant to the you of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables for the purpose of receiving and using the Services and the Deliverables in your business.
- 11.4 You shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.
- 11.5 You shall grant to us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by you for the term of the Contract for the purpose of providing the Services.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Limitation of liability

13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.3 Subject to clause 13.2, our total liability to you in respect of all breaches of duty shall not exceed an amount equal to the price paid by you for the Goods and/or Services under the Contract.

13.4 The following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

13.5 We have given commitments as to compliance of the Goods and Services with relevant specifications in clause 7 and clause 9. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.6 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice if you fail to pay any amount due under the Contract on the due date for payment.

14.3 Without affecting any other right or remedy available to us, we may suspend the supply of Services or all further deliveries of Goods under the Contract (or any other contract between us) if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 14.1(a) to clause 14.1(c), or we reasonably believe that you are about to become subject to any of them.

15. Consequences of termination

- 15.1 On termination of the Contract:
- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
 - (b) you shall return all Deliverables or Goods which have not been fully paid for. If you fail to do so, then we may enter the your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. Force majeure

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). A Force Majeure Event shall include a circumstance in which, having used all reasonable endeavours, we are unable to obtain any necessary licences or consents for the importation of goods, parts or materials originating outside of the United Kingdom.

16.2 If there is a Force Majeure Event then the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

17. Assignment

17.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

17.2 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18. Notices

- 18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 18.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Miscellaneous

- 19.1 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 19.2 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.3 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

19.5 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.6 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

19.7 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims)

arising out of or in connection with the Contract or its subject matter or formation.

