

Wavemar Electronics Ltd

Standard Terms and Conditions of Sale (Issue 3 Aug 2011)

Applicable Law: The Contract shall be construed in accordance with the laws of England and the Customer hereby submits itself to the jurisdiction of the English Courts.

Quotation: A quotation will be valid for a period not exceeding thirty days from date of issue. Thereafter, confirmation of quoted prices and delivery must be obtained from us or a future written quotation supplied.

Charges: Where we have given you a quotation this will form the basis of the final invoice, but the charge will be adjusted if extra work has been involved, for example, modifications or additions to the original specification. Additional work will be charged on an hourly rate basis.

Quantities: Prices quoted are for the stipulated quantities only and must not be taken to apply to an order for any lesser quantities.

Delivery: Delivery dates quoted are based on conditions ruling at the date thereof and are not guaranteed. Any stipulated time for delivery shall date from the receipt of written order to proceed.

Delayed Deliveries: Where we agree a date for delivery of our work and you later request amendments, or circumstances arise which are outside our control, we will not be liable to you for any loss (including consequential losses for which you may be liable) resulting from delay in delivery of our work.

Force Majeure: If at any time we shall be hindered or prevented from making or delivering the goods by reason of strikes, lockouts, war, fire, accident, shortage of material or fuel or any other cause whatsoever beyond our control, the time of delivery shall be extended until such cause shall have ceased to operate, but we may at any time during the continuance of such hindrance or prevention, by notice, determine the contract so far as is remains unperformed without incurring any liability by reason of such determination.

Tooling: Unless otherwise agreed, the amount payable by the buyer under the contract for tools is deemed to be a part tooling cost. Legal ownership and title of tooling is that of Wavemar Electronics Ltd

Damage in Transit: All goods shall be unpacked upon receipt and all damage notified to the carriers and those works in writing WITHIN THREE DAYS of receipt. If we are not informed within this period that goods are damaged or otherwise rejected, the goods will be deemed to be in accordance with the order and the customer shall be bound to pay for the goods.

Liability: We shall be under no liability for any breakage or defect occurring after delivery. If any goods show defects arising solely from faulty materials and/or workmanship, our liability shall be limited to crediting or replacing such goods, but no such liability shall arise unless written notification of such defects is received by us WITHIN SEVEN DAYS from receipt of goods and the alleged defective goods returned to us. Only products manufactured by Wavemar Electronics Ltd. are covered.

Indemnity: The purchaser shall indemnify us against all claims in respect of any loss, injury or damage sustained by a third party howsoever caused after receipt of goods by the purchaser and shall also pay and indemnify us against all royalties or other payments in respect of any patents, registered design or other rights which may be claimed as a result of goods being made according to design, specifications or samples supplied by the purchaser and shall indemnify us against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent registered design or other right in manufacture of such goods.

Payment: Payment is due strictly nett 30 days end of month (whether interim or final). Invoices are subject to correction or accidental errors or omissions.

Interim Invoices: Wavemar Electronics Ltd reserves the right to issue interim invoices.

Acknowledgement of Acceptance: The placement of a purchase order constitutes both acknowledgement and acceptance of all the above Conditions of Sale or Contract. Subsequent statements or revocation or deviation from the above Terms of Sale or Contract will not be binding upon Wavemar Electronics Ltd .

Title of Goods: The Title and Beneficial Ownership of invoiced goods and/or services remains with Wavemar Electronics Ltd. until full payment has been received.

- Design, Production Engineering • Project Management • Material & Component Sourcing • Electronic PCB Assembly
- Electronic Unit Assembly • Electronic Test & Design • Membrane Keyboards

Wavemar Electronics Ltd. Middle Road, Park Gate, Fareham, Hampshire SO31 7GH
Tel: +44 (0) 1489 589500 Fax: +44 (0) 1489 589229 Email: sales@wavemar.com



VAT No: 675 8905 78 Registered Office No: 3189808

www.wavemar.com

