

Standard Terms & Conditions of Sale

1. INTERPRETATION

1.1 In these Conditions:

'Customer' means the person, firm or company who accepts a quotation from the Company for the sale of Goods or the performance of Work or those order for Goods or the performance of Work is accepted by the Company;

'Data Protection Legislation' means the General Data Protection Regulations 2016/679 ("GDPR") effective 25 May 2018, the Data Protection Act 2018 and other applicable legislation in effect from time to time

'Goods' means the goods (including any instalment of the goods or any parts for them and any Third Party Software) which the Company is to supply in accordance with the Contract;

'Company' means Westek Technology Limited (registered in England under number 2026198);

'Conditions' means the standard conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company,

'Contract' means the contract for the purchase and sale of Goods and/or performance of Work and consisting of (i) the purchase order from the Customer to order the Goods, (ii) the Company quotation for the Goods and (iii) these Conditions (and in the event of any conflict between the Customer purchase order and the Company quotation then the quotation shall take precedence);

'Third Party Software' means any software supplied by the Company pursuant to the Contract which is owned or developed by any third party;

'Third Party Software Supplier' means any third party person, firm or company which owns the intellectual property rights in the Third Party Software or enjoys the right to sell and/or sub-licence others to use such software under licence from such owner;

'Writing' includes email transmission,

'Work' means any work or services to be undertaken or performed by the Company for the Customer pursuant to the Contract.

- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE CONTRACT

- 2.1 The Customer shall buy the Goods and/or request the performance of the Work and the Company shall sell the Goods and/or perform the Work (as the case may be (in accordance with any written order of the Customer which is accepted by the Company (either in Writing or by delivery of the Goods or the performance of the Work), subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions purported to be incorporated (or referred to (in any such order made by the Customer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing by an authorised representative of the Company.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods or the Work unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the application or use of the Goods or the performance of the Work which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly, the Company shall not be liable for any such advice or recommendation which is not

so confirmed.

- 2.5 Any typographical error, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.6 Any written condition or term contained in the Company's quotation or proposal or other document forming part of the Contract shall apply and, in the event of any inconsistency between such written condition or term and any of these Conditions of Business, the former shall prevail.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by an authorised representative of the Company or (if not so confirmed) the Company shall have delivered the Goods or performed the Work.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Customer, and for giving the Company any necessary information, materials or assistance relating to the Goods or the Work within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods or Work shall be those set out or referred to in the Customer's order (if accepted by the Company).
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company or if any Work is to be performed in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification
- 3.5 The Company reserves the right to make any changes in the specification of the Goods or the Work which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied or the Work undertaken to the Company's specification, which do not materially affect the quality or performance of the Goods or the subject matter of the Work.
- 3.6 No order which has been accepted by the Company may be cancelled or suspended by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation or suspension.

4. PRICE

- 4.1 The price of the Goods or the Work shall be the Company's quoted price which reflects the limitations on the Company's liability contained in these Conditions. All prices quoted are open for acceptance by the Customer within 30 days only after which time they may be altered by the Company without giving notice to the Customer,
- 4.2 The Company reserves the right, on giving notice to the Customer at any time before delivery of the Goods or the performance of the Work, to increase the price of the Goods or the Work to reflect any increase in the cost to the Company which is due to any change in delivery dates, quantities or specifications for the Goods or the Work which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions or (where the Contract so provides) materials.
- 4.3 Where the Interbank EUR/GBP exchange rate

varies by +/- 5% from the date of the original quotation to the date of order placement, the Company reserves the right to amend the quotation accordingly.

- 4.4 Except as otherwise stated in the Contract or otherwise agreed in Writing between the Customer and the Company, all prices for the Goods are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.5 The price is exclusive of any applicable value added tax, customs, import or export duties and any other applicable taxes or duties (whether payable in the United Kingdom or elsewhere) which the Customer shall be additionally liable to pay to the Company.
- 4.6 Save where otherwise agreed in Writing the Customer shall pay the Company's out-of-pocket expenses in performing the Work (including, without limitation, the reasonable travel and subsistence costs of the Company's employees or agents whilst carrying out the Work).

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in Writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Goods or the Work on or at any time after delivery of the Goods or the performance of the Work, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 5.2 The Customer shall pay the price for the Goods and/or the Work in pounds sterling without any deduction set off or withholding whatsoever within 30 days of the date of the Company's invoice notwithstanding that delivery may not have taken place and the property in the Goods or the subject matter of the Work has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.3.1 cancel the Contract or suspend any further deliveries to the Customer or the further performance of the Work;
- 5.3.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company or any part of the Work) as the Company may think fit (notwithstanding and purported appropriation by the Customer); and
- 5.3.3 charge the Customer (both before and after any judgement (on the amount unpaid, at the rate of 4% per annum above the Barclays Bank plc base rate from time to time, until payment in full is made (such interest to accrue from day to day and to be compounded and added to principal at such regular intervals as the Company may determine).

6. DELIVERY AND PERFORMANCE

- 6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place. Performance of the Work shall be undertaken as stated in the Company's quotation or the Customer's order and if not stated at such location(s) as the Company may determine.

- 6.2 Any dates quoted for delivery of the Goods or the performance of the Work are approximate only and the Company shall not be liable for any delay in delivery of the Goods or completion of performance of the Work howsoever caused. Time for delivery or completion of performance shall not be of the essence. The Goods may be delivered or the Work performed by the Company in advance of the quoted delivery or completion date upon giving reasonable notice to the Customer.
- 6.3 If the Customer fails to take delivery of the Goods or fails to give the Company adequate instructions by the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:
- 6.3.1 store the Goods until actual delivery and charge the Customer for reasonable storage costs (including insurance); and
- 6.3.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 6.4 The Customer shall ensure that they have all the necessary insurances in place for the delivery of the Goods from the point of collection at Companies premises.
- 7 RISK AND PROPERTY**
- 7.1 Risk of damage to or loss of the Goods or of the subject matter of the Work shall pass to the Customer:
- 7.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; or
- 7.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods;
- 7.1.3 In the case of any items created as a result of the performance of the Work, at the time of such creation.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods or of the subject matter of the Work shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price for the Goods or the performance of the Work and all other goods agreed to be sold by the Company to the Customer or work performed by the Company for the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods or any items created as a result of performance of the Work passes to the Customer and the Customer becomes subject to any events listed in clauses [enter termination ref] or if the Company reasonably believes that such event is about to happen and notifies the Customer accordingly then the Company shall be entitled at any time to require the Customer to deliver up the Goods and/or such items to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods or any such items are stored and repossess the same or any part thereof.
- 7.4 Save where otherwise agreed in Writing where any Goods are delivered by air or sea transport the responsibility of the Company for the Goods shall cease immediately they are placed on board the ship or aircraft and the Company shall be under no obligation to give the Customer the notice specified under section 32 (3) of the Sale of Goods Act 1979.
- 7.5 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 7.6 Notwithstanding anything to the contrary contained in these Conditions title to and the right to make use of all or any intellectual property rights incorporated within or otherwise relating to any Third Party Software shall be governed solely by the terms of supply and/or any licence relating to the same provided by the relevant Third Party Supplier.
- 8 WARRANTIES AND LIABILITY**
- 8.1 Subject to the conditions set out below the Company warrants that:
- 8.1.1 the Goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of 24 months from delivery; and
- 8.1.2 The Work will be performed and completed in accordance with good and reasonable standards of workmanship; save that no warranty of any nature shall be given by the Company in relation to any Third Party Software.
- 8.2 The above warranty is given by the Company subject to the following conditions:
- 8.2.1 the Company shall be under no liability in respect of any defect in the Goods or failure to undertake the Work arising from any drawing, design or specification supplied by the Customer
- 8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods or of the subject matter of the Work without the Company's approval,
- 8.2.3 the Company shall be under no liability under the above warranty or any other warranty, condition or guarantee if the total price for the Goods or the Work has not been paid by the due date for payment,
- 8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company or to any Third Party Software, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company or by the relevant Third Party Software Supplier (as the case may be).
- 8.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by Law.
- 8.4 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract,
- 8.5 Where any valid claim in respect of any of the Goods (other than any Third Party Software) which is based on any defect in the quality or condition of the Goods (other than any Third Party Software) or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace or repair the Goods (or the part in question) other than any Third Party Software free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.
- 8.6 Where the Contract requires the Company to carry out Work for the Customer the Company will make good any defects in such Work attributable to bad workmanship or to the supply by the Company of defective materials used in connection with such Work which may occur or become apparent within 30 days after completion of the Work provided that:
- 8.6.1 written notice of such defect is given by the Customer to the Company within 30 days of the defect becoming apparent or completion of the Work (whichever is the later),
- 8.6.2 if the Company requests the item or items which are the subject matter of the Work shall be returned by the Customer to the Company in order that such rectification can be carried out; and
- 8.6.3 the obligation in this condition on the Company to make good any defect is subject to none of the conditions set out in 8.2 above not applying in relation to the item or items in question.
- 8.7 In no event shall the Company be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise (which arise out of or in connection with the supply of the Goods or their use or resale by the Customer or the performance of the Work, except as expressly provided in these Conditions. Except in respect of death or injury caused by its negligence, or for fraud or fraudulent representation in no event shall the Company's liability for any issues arising under or associated with the Contract exceed the value of sums then paid under the Contract.
- 8.8 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or the Work, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 8.8.1 Act of God, explosion, flood, tempest, fire or accident,
- 8.8.2 war, threat of war, sabotage, insurrection, civil disturbance or requisition;
- 8.8.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- 8.8.4 import or export regulations or embargoes, 88 5 strikes, lock- outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 8.8.5 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.8.6 power failure or breakdown in machinery
- 9 THIRD PARTY SOFTWARE**
- 9.1 Save where specifically confirmed in Writing the Company gives no advice or recommendation as to the suitability or

- choice of any Third Party Software or in relation to its use or application.
- 9.2 The Company gives no representations, warranties or guarantees of any kind in relation to any Third Party Software in respect of which the Customer shall only be entitled to the benefit of any representations, warranties or guarantees (if any) as are given by the relevant Third Party Software Supplier.
- 9.3 In the event of any defect or failure in the Third Party Software the Company shall have no liability for the same and the Customer shall not, because of any such defect or failure, be entitled to reject any Goods supplied or Work performed by the Company (other than the Third Party Software concerned) nor to withhold or delay payment of the price for the Goods supplied or Work performed by the Company (nor any other money due or to become due to the Company from the Customer on any account whatsoever).
- 10 TERMINATION**
- 10.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.1.1 If the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;
- 10.1.2 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or
- 10.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.4 the Customer ceases, or threatens to cease, to carry on business; or
- 10.1.5 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries or the performance of further Work under the Contract without any liability to the Customer, and if the Goods have been delivered or Work performed (in whole or in part) but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary
- 11 PERSONAL DATA**
- 11.1 From time to time under this Contract, either Party may act as a Data Processor and/or Data Controller (as those terms are defined in the Data Protection Legislation) or the obligations set out in the remainder of this clause shall apply. The Processor acknowledges and agrees that nothing in this agreement relieves the Processor from its responsibilities and liabilities under the Privacy Laws.
- 11.2 When a Processor processes Personal Data in the course of providing the Services, the Processor will:
- 11.2.1 Process the Personal Data only in accordance with written instructions from the Controller, including with regard to transfers of Personal Data to a third country or international organisation except where required to do so by law. If the Processor is required by law to Process the Personal Data for any other purpose, the Processing, unless that law prohibits this on important grounds of public interest.
- 11.2.2 take reasonable steps to ensure the reliability and competence of the Processor personnel who have access to the Personal Data;
- 11.2.3 ensure that the personnel required to Process the Personal Data:
- are informed of the confidential nature of the Personal Data;
 - are subject to appropriate obligations of confidentiality; and
 - Do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller.
- 11.2.4 Implement and maintain appropriate technical and organisational measures to protect against the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration and disclosure.
- 11.2.5 taking into account the nature of the Processing, assist the Controller:
- In so far as possible, in fulfilling the Controller's obligations to respond to requests from Data Subjects exercising their rights. The Processor shall notify the Controller of any requests from Data Subjects without undue delay; and
 - in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation ('GDPR')
- 11.2.6 on expiry or termination of this Agreement, at the Controller's option either delete or return to the Controller all the Personal Data (unless the Processor is required to retain it by law);
- 11.2.7 make available to the Controller all information necessary to demonstrate its compliance with its obligations in this agreement and allow the Controller and its auditors or authorised agents to conduct audits and inspections during the term of this Agreement (and provide reasonable assistance in connection therewith) for the purpose of verifying that the Processor is processing Personal Data in accordance with the Processors obligations under this Agreement.
- 11.2.8 Not give access to or transfer any Personal Data to any third party (including any group companies or sub-contractors) without the prior written consent of the Controller. Where the Controller does consent to the Processor engaging a sub-contractor to carry out any part of the Services, the Processor must ensure the reliability and competence of the third party, its employees and agents who may have access to the Controller Personal Data and must include in any contract with the third party, provisions in favour of the Customer which are equivalent to those in this Clause 11. And as are required by applicable Privacy Laws. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or applicable Privacy Laws, the Processor will remain fully liable to the Controller for the fulfilment of the Processor's obligations under this Agreement.
- 11.3 The Processor shall notify the Controller immediately if, in the processor's opinion, an instruction for the Processing of Controller Personal Data by the Controller, infringes applicable privacy laws.
- 11.4 The Processor shall communicate any claims or requests in respect of the Controller Personal Data without delay to the Controller.
- 11.5 If the processor becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to any Personal Data that the Processor processes when providing the Services (a "Personal Data Breach") the processor will:
- 11.5.1 notify the Controller within two days;
- 11.5.2 provide the Controller (as soon as possible) with a detailed description of the Personal Data Breach, the type of Personal Data that was the subject of the Personal Data Breach and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information the Controller may reasonably request relating to the Personal Data Breach); and
- 11.5.3 Not release or publish any filing, communication, notice, press release, or report concerning the Personal Data Breach without the Controller's prior written approval (except where required to do so by law).
- 11.6 The Processor will not process Personal Data outside the European Area, or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of the Controller. Where the Controller gives its consent, such transfers will be made subject to the terms of the model clauses for the transfer of Personal Data to data processors established in third countries adopted by the European Commission or any replacement or additional form approved by the European Commission or as applicable in the UK.
- 12 GENERAL**
- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notice sent by facsimile transmission or by hand delivery shall be deemed to have arrived upon delivery or receipt of the same; notices sent by first class inland post or airmail post from overseas shall be deemed to have arrived 48 hours and seven days after posting respectively. Notice sent by e-mail will shall be deemed to have arrived only when positive acknowledgement of receipt has been sent.
- 12.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.4 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the English Courts shall have the non-exclusive jurisdiction to determine any dispute arising in connection with the Contract.
- 12.5 No Contract or series of Contracts between the Company and the Customer shall constitute or be deemed to constitute a partnership of joint venture between them.
- 12.6 The Company shall have a general lien over all goods and property of the Customer whether worked on or not in the possession of the Company in respect of all unpaid debts due from the Customer to the Company.
- 12.7 Save where otherwise agreed in Writing by the Company the ownership of all intellectual property rights relating to the Goods and/or the subject matter of the Work shall vest and remain in the sole ownership of the Company or any third Party Software Supplier (as the case may be) and, save as provided in any licence specifically granted in Writing to the Customer by the Company or any Third Party Software Supplier, the Customer shall acquire no right to use or otherwise exploit any such intellectual property rights.