

**TERMS OF BUSINESS****1. Definitions:**

The company means Additive4Ltd.

The Buyer means the person, firm or company specified on the contract.

The Contract means the contract accepted by the buyer confirmed by the receipt of the first purchase order.

The Contract is defined as the scope of work, schedule and cost detailed in the Quotation provided by the Company. The buyer signing the Quotation forms the legally binding contract between the Company and the Buyer.

**2. Ruling Conditions:**

All contracts of sale are made by the Company subject to these conditions and any printed conditions on the Buyer's order form or other documents shall not apply unless and to the extent only that they shall have been expressly accepted by the Company in writing. These conditions can be varied or added to or suspended only by agreement in writing between the parties or by typed or written amendment on the face of this document or some attachment to this document.

**3. Price and Payment:**

a) The invoiced price of goods and services shall be paid 10 days from the date of the invoice (this being called the due date in these Terms of Business).

b) If any payment by the Buyer under the Contract shall be overdue the Company shall be entitled to charge interest upon such overdue payment from the due date until payment at the rate of 5% over the base lending rate of Barclays Bank Plc.

**4. Delivery:**

Whilst the Company will do its best to meet the delivery date requested by the Buyer, if for any unforeseen reasons, delivery is delayed, the Company will keep the Buyer duly informed, but will not be liable for any loss, costs, damages or expenses (direct, indirect or consequential) suffered by the Buyer as a result of a delayed delivery, unless specific terms are agreed for a specific project, duly agreed and signed by both parties.

**5. Instalment Contracts:**

Where goods are delivered in instalments in accordance with the Buyer's order, failure to pay any invoice raised in respect of the instalments and goods delivered, shall (without prejudice to the Company's rights under Condition 3), entitle the Company to withhold further supplies, until such time as the Buyer's breach of contract is resolved.

**6. Risk and Passing of Title**

a) Goods will be at the Buyer's risk from the time of delivery to the Buyer's premises, or other specified delivery address by the Buyer.

b) The Company shall be under no liability to the Buyer in respect of shortage of delivery or damaged to goods in transit, unless the Buyer notifies the Company in writing of its claim within 24 hours of delivery. The Company shall be under no liability to the Buyer in respect of goods lost in transit unless the Buyer shall notify the Company in writing within 7 days of the Company's notification of dispatch of goods. If the Buyer shall fail to notify the Company of any discrepancy within the time limits stipulated in this sub-clause (b), the goods shall be deemed to have been the Buyer's risk from the time of dispatch from the Company's premises.

c) Legal title to the goods shall remain with the Company

**7. Warranty:**

a) The Company warrants that the goods shall at the time of delivery be free from any defects in workmanship and materials. If any goods do not conform to this warranty, the Company will at its option:-

i) replace the goods found not to conform to the warranty, or

ii) take such steps as the Company deems necessary to bring the goods into a state where they are free from such defects, or

iii) take back the goods found not to conform to the warranty and refund a proportionate part of the purchase price, provided that the liability of the Company shall in no event exceed the purchase price of the goods.

b) The foregoing warranty is conditional upon:

- i) the Buyer giving written notice to the Company of the alleged defect in the goods within 24 hours of delivery of the goods; and
- ii) the Buyer affording the Company a reasonable opportunity to inspect the goods and, if so requested by the Company, returning the allegedly defective goods to the Company premises, packed and carriage pre-paid to enable inspection to take place there; and
- iii) the Buyer making no further use of the goods that are alleged to be defective after the time at which the Buyer discovers or ought reasonably to have discovered that they are defective.

c) Save as provided in paragraph (a) of this condition:

- i) all conditions or warranties express or implied statutory or otherwise, or as to the quality or fitness for purpose of the goods or otherwise howsoever are hereby excluded; and
- ii) the Company shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising suffered by the Buyer.

#### **8. Infringements of Patents etc.**

The Buyer shall indemnify the Company against all damages, costs and expenses suffered or incurred as a result of the work done or materials supplied in accordance with the Buyer's specification which involves the infringement or alleged infringement of any patent registered design or other intellectual property or equitable right of any third party.

During the project, the Company has full autonomy to independently develop the Buyer's intellectual property. At the Buyer's request, the Company will update the Buyer with the progress of the development of the intellectual property.

All Intellectual Property in relation to any work completed by the Company, its associates, third parties or contractors on behalf of the Buyer will become the property of the Buyer once all funds are cleared at the end of the project. This includes, but is not limited to, design drawings, prototypes, moulds and packaging.

#### **9. Force Majeure**

The Company shall have the right without incurring any liability to the Buyer, to cancel the Contract or reduce the volume of goods delivered, if it is prevented from or hindered in delivering the goods as a result of any circumstances beyond its control including (but not limited to) Industrial action, war, fire, or prohibition or enactment of any kind.

#### **10. Sub-Contracting**

The Company shall be entitled to sub-contract any of its obligations under the Contract.

#### **11. Law**

All matters relating to the formation, performance and discharge of the Contract shall be governed by English Law.

#### **12. Documentation both physical and electronic**

All documentation both physical and electronic will be destroyed after 6 months of no correspondence unless agreed with the company in writing.

#### **13. Use of Prototypes, Parts & Assemblies**

The supply of all prototypes, parts and assemblies (including drawings & electronic files) are supplied for the sole use of evaluation only. Only drawings issued as "final manufacture drawings for production" accompanied by a formal letter stating drawings will be fit for final production / manufacture. Due to the nature of the Research and Development process as well as prototype design, manufacture and test, the company accepts no liability for a prototype not meeting specification unless the company specifically

supplies a “Pre Production Prototype”. Liability will only be accepted with prior written arrangement in accordance with the company insurance underwriters.

**14. Liability**

The company will not accept any liability for the supply of calculation/ analysis/ reports or physical items such as prototypes / drawings / parts or assemblies/ final engineering drawings (as well as all associated documentation). Liability will only be accepted with prior written arrangement in accordance with the company insurance underwriters.

**15. Retaining Data / Items**

When the project is either paused / cancelled / completed, the company will hold all data & physical items relating to the project for a maximum period of 3 months. After this time the company cannot guarantee to retain data / items. Data / items will be destroyed. Contact and arrangements must be made within this 3 month period to handover all data / items if required