

## 1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“the Buyer” means the person, firm or company who purchases the Goods from the Company.

“the Company” means Quick-teck Electronics Limited.

“Contract” means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms.

“Goods” means Printed Circuit Boards, Layout Design Data and any goods ((including any instalment of the goods or any parts for them) agreed in the Contract to be supplied by the Company to the Buyer.

“Days” and “working days”, unless otherwise agreed, mean every day of the week excluding Saturday, Sunday and UK statutory holidays.

“Place of Delivery” means the place to which the Goods are to be delivered.

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

## 2. Scope

This contract shall be governed by the laws of England. The Company and the buyer agree to submit to the exclusive jurisdiction of the English courts.

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

## 3. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

## 4. Limitation of Liability

The Company guarantees the quality of goods it supplies to be of merchantable quality taking into account its published requirements and design rules standards. This guarantee is subject to the limit of liability as defined.

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the total value of the goods despatched and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

Unless within 7 working days of the date of the delivery of the Goods, the Buyer notifies the Company, in Writing, of any alleged defect, non-conformity, shortage or non-delivery to the Company the Buyer shall be deemed to have accepted the goods delivered as conforming to the contract and the Buyer shall be bound to pay the price.

The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price

The Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 5. Order Acceptances

The company shall not be obliged to accept any order placed by the buyer.

When an order is accepted by the company, we will acknowledge its acceptance by proving an Order Acknowledgement by email or other tangible means.

## 6. Despatch

Unless otherwise agreed in writing, the Place of Delivery shall be the Buyer's premises.

A tracking number will be sent via email or other means when the Buyer's Goods are despatched.

Any dates specified by the Company for despatch of the Goods are intended to be an estimate. If no date is specified for despatch of the Goods, despatch shall be within a reasonable time.

However, if a quotation specifies a despatch time which is not achieved, a following proportional price reduction, up to 30% or £150 (whichever is greater), can be applied on the next order.

One working day: 5% (up to £25);

Two working days: 10% (up to £50);

Three working days: 15% (up to £75);

Four working days: 20% (up to £100);

Five working days: 25% (up to £125);

More than five working days: 30% (up to £150).

The above price reduction policy does not apply to these saving option orders.

The company expects to meet its delivery commitments 95% of the time for all PCB orders.

Although it is the Company's policy to despatch all orders on time, the Company cannot be held responsible for delays in delivery caused by any third party.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract.

## **7. Under/Over Delivery**

If the company has excess PCB's, it may offer them to the Buyer free of charge.

Occasionally the company may under-deliver by up to 10% of the quantity of boards ordered, in which case the company will send the balance of PCB's at a later date. Alternatively, the company can refund the buyer's payment of the under delivery. The company reserves the right to decide whether to send the balance of PCB's or refund the payment.

The company will offer the buyer 10% discount for the next order under the under delivery circumstances.

## **8. Termination**

The Company reserves the right to refute its obligations under an order placed by a/the customer at its sole discretion.

The Company will not use this right unreasonably. If the reason the Company refutes its obligations is a failure of a/the customer to comply with its obligations, the Company shall not be required to make a refund. Otherwise, the Company shall make a refund to a/the customer of any monies paid.

A/the customer shall not be entitled to cancel an order placed on the Company.

## 9. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery.

Ownership of the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

## 10. Price

On line quote form is only applicable/suitable for those designs which fall into/under standard design rules. Customers with other requirements should use our Fast Quote form to get a quotation.

The price for the Goods shall, unless otherwise agreed, be the price set out in the written quotation or calculated correctly on the company's web site.

## 11. Price changes

The company try the best to keep price changes to a minimum but sometime it is inevitable. The company aim to update the web site as soon as possible, but may not be able to make changes immediately. If the price of an item the Buyer have ordered has increased, The company will contact the Buyer before charging the additional amount.

## 12. Payment

For customers/those who have not opened a credit account with the company, payment is due to the Company before an order is deemed to have been placed.

Payment for goods is due before 15<sup>th</sup> day of the month following the Invoice date for customers who have opened a credit account with the company.

All amounts due from the Buyer to the Company shall be paid in full without any deduction or set-off.

The Company will issue an invoice within 5 workings days of accepting an order from the Buyer.

Payment can be made by any of the following methods:

1. Cheque by post to Quick-teck, Accounts Receivable, Suite 4, Intech House, 34-35 Wilbury Way, Hitchin, Herts, SG4 0TW

2. BACS/wire transfer:

Bank: HSBC(UK)

Swift code: MIDLGB22

IBAN code: GB50MIDL40242071787543

Account name: Quick-teck Electronics Limited

Sort code: 40-24-20

Account number: 71787543

Reference: (order number)

3. Credit card/debit card through PayPal. PayPal account: sales@quick-teck.co.uk A 3% additional charge may be applied on these orders above £300.

## 13. Warranties

The Company warrants that the Goods are of satisfactory quality.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 7 working days of the delivery date. The Buyer shall give the Company a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company.

The Company's liability under the warranty shall be limited to correcting or replacing the Goods in question or refunding the price of such Goods.

If the Buyer rejects any of the Goods, which are not in accordance with these Terms, the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer returns the Goods to the Company.

## 14. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.