

# Advanced Electronics Limited Terms and Conditions of Purchase

The Bridges, Balliol Business Park, Newcastle Upon Tyne, NE12 8EW

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## 1 INTERPRETATION

1.1 In these Conditions the following words and expressions that begin with capital letters shall (unless the context otherwise requires) have the meanings given below:-

**“Authorised Representative”** means the person authorised by Us as named on the face of the Order or such other person as We shall notify to You in writing is performing such role;

**“Conditions”** means these standard terms and conditions of purchase and includes any special terms agreed in writing between You and Us;

**“Contract”** means each contract for the sale and purchase of Goods and the supply of Services which incorporate these Conditions;

**“Force Majeure”** means any event or circumstance preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented;

**“Goods”** means the goods (including any instalment, component, part of or raw materials used in such goods) described in an Order;

**“Order”** means our order for Goods and/or Services;

**“Our”, “We”, “Us”** means Advanced Electronics Limited (company number 03750100) whose registered office is at The Bridges, Balliol Business Park, Newcastle Upon Tyne, Tyne and Wear , NE12 8EW;

**“Party”** means Us or You;

**“Services”** means the services (if any) described in an Order; and

**“You”, “Your”** means the person, organisation, or company who is selling the Goods or Services to Us.

1.2 In these Conditions words importing the masculine gender only include the feminine and neuter genders and vice versa and words importing the singular number only include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations, partnerships and any legal entity.

1.3 Headings are for ease of reference only and shall not affect the construction or interpretation of these Conditions.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2 BASIS OF PURCHASE

2.1 Each Order constitutes an offer by Us to buy the Goods and/or the Services subject to these Conditions. Any offer and/or acceptance of an Order by You shall be deemed to constitute an agreement to comply with these Conditions.

2.2 The Order shall be deemed to be accepted when You issue written acceptance of the Order, at which point and on which date the Contract shall come into existence.

2.3 These Conditions shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to Us or subject to which the Order is accepted or purported to be accepted by You.

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2.4 No variation to an Order or these Conditions shall be binding unless agreed in writing by Our Authorised Representative.

2.5 In the event of any conflict, discrepancy or ambiguity within or between the Order, these Conditions and any specification, then the deemed order of priority shall be as follows: the Order, the Conditions and then the specification.

2.6 You acknowledge that the Contract was not entered into in reliance on any representations by Us other than those incorporated in the Order and these Conditions.

### 3 SPECIFICATIONS & EQUIPMENT

3.1 The quantity, quality and description of the Goods and the Services shall be as specified in Our Order and/or in any specification supplied.

3.2 Any specification produced or supplied by Us to You together with the copyright, design rights and any intellectual property rights in such specification or any documents produced by Us in connection with the Contract shall be Our exclusive property and remain in Our ownership.

3.3 We shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to despatch and at all reasonable times You shall grant Us with access to any premises for such inspection or testing purposes. Neither inspection, testing nor acceptance of any Goods nor any waiver of any rights in respect thereof by Us or Our Authorised Representative shall release You from any of Your obligations under the Contract or otherwise, including without limitation, Your responsibility for any defects subsequently found in Goods and/or workmanship.

3.4 You shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and the performance of the Services.

3.5 The Goods shall be marked in accordance with Our instructions (if any) and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

3.6 All equipment paid for or provided by Us shall be and remain Our property and must be returned to us in good condition upon request and shall not be copied or used for any purpose other than completion of the Order.

### 4 PRICE

4.1 The price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT but inclusive of all charges for packaging, packing, shipping, carriage, duties, import, levies insurance and delivery.

4.2 No increase in the price may be made for any reason without Our prior written consent.

### 5 PAYMENT

5.1 Unless otherwise stated by Us, You may only invoice Us on or after delivery of the Goods or completed performance of the Services. Invoices shall be sent to the address specified on the Order as the invoicing address. We shall pay the price for the Goods and/or the Services in cash or bank transfer one month after the end of the month following receipt of Your proper invoice, or, if later, after acceptance of the Goods or Services.

5.2 Time of payment shall not be of the essence.

5.3 The Buyer shall be entitled to deduct from the Price:-

5.3.1 the unit price for such proportion of the Goods as may be defective and rejected by Us together with the costs of returning such Goods to You;

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- 5.3.2 any costs or expenses incurred by Us as a consequence of You failing to deliver the Goods to the correct destination;
- 5.3.3 any amount which is disputed by Us, pending resolution of such dispute; and
- 5.3.4 any sums owing by You to Us under the Contract.

### 6 INFORMATION

- 6.1 You shall provide to Us:
  - 6.1.1 such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as We consider necessary;
  - 6.1.2 all information as We require to ensure that the Goods comply with and that You fulfil Your obligations under all applicable legislation and industry codes of practice;
  - 6.1.3 all information relating to any possible risks to health and safety presented by the Goods; and
  - 6.1.4 full instructions for use and clear and conspicuous warnings relating to any conditions which are necessary to ensure safety in use or onward sale in each case with sufficient detail to enable Us and any end user to understand any possible risks to health and safety.

### 7 DELIVERY

- 7.1 Delivery shall be deemed to be made, and can only be accepted, on receipt of the Goods and/or Services at the address specified by Us in Our normal business hours in accordance with the terms of the Contract. Normal business hours are Monday to Thursday 08:00 to 16:30 and Friday 08:00 to 14:30. Deliveries will not be accepted before or after these stated times.
- 7.2 Time for delivery of the Goods and of performance of the Services is of the essence. Notwithstanding this, if for any reason We request delivery or performance to be delayed, You shall agree to such request at no extra cost to Us and the provisions of this condition 7 shall apply to any such revised date for delivery or performance.
- 7.3 Where the date of delivery of the Goods is to be specified after the placing of the Order, You shall give Us reasonable notice of the specified date and all information reasonably required by Us to enable Us to accept delivery.
- 7.4 A delivery note quoting Our Order number and the description and quantity of Goods supplied must accompany each consignment of the Goods and must be displayed prominently.
- 7.5 You shall immediately report any delay or anticipated delay whatsoever and its cause and shall keep Us fully informed with dates of anticipated actual delivery and shall use Your best endeavours (without prejudice to Your other contractual obligations) to eliminate such cause or causes of delay.
- 7.6 Delivery or performance by instalments is not accepted by Us unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.
- 7.7 Where any access to Our premises is necessary in connection with delivery or installation, You shall at all times comply with Our health and safety and security requirements.
- 7.8 Unless otherwise stated in the Order, You are responsible for obtaining, and the cost of, all the export and import licences for the Goods and, in the case of the Goods supplied from outside the UK, You shall ensure that accurate information is provided to Us in relation to the country of origin and You shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

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### 8 ACCEPTANCE

- 8.1 You shall supply to Us in good time, with any instructions or other information required to enable Us to accept delivery of the Goods.
- 8.2 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract or which are defective, and We shall not be deemed to have accepted them until We have had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.
- 8.3 We shall not be deemed to have accepted the Goods merely by virtue of Us having sold the Goods to a third party upon or after delivery or Us having incorporated or converted them into other products or works.
- 8.4 We shall not be deemed to have accepted the Goods by virtue of having required You to repair or replace Goods under these Conditions.

### 9 RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Goods shall pass to Us on delivery in accordance with the Contract. Unless stated otherwise in the Contract transit and offloading of the Goods shall be at Your risk.
- 9.2 The property in and ownership of the Goods shall pass to Us on delivery, or if earlier, when payment for the Goods is made.
- 9.3 Any Goods which are delivered by You but which relate to an order which has previously been cancelled by Us shall remain at Your risk and, upon notification by Us, You shall immediately arrange collection of the Goods.
- 9.4 You agree to waive any right to exercise a lien upon the Goods or upon any materials, component parts, work in progress and relevant drawings and acknowledge that Your remedy in the event of any breach by Us of Our obligations under the Contract is to seek financial relief through the courts.

### 10 COMPLIANCE

- 10.1 You shall comply with all applicable regulations (including the General Product Safety Regulations 1994) and other legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and performance of the Services and concerning hazardous substances.
- 10.2 You shall comply with all applicable data protection legislation (including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018) in connection with the performance of the Contract. We shall process any personal data in accordance with Our privacy policy which can be found at <https://www.advancedco.com/privacy-policy.aspx>.
- 10.3 Each party shall maintain its own policy to comply with all applicable laws relating to anti-bribery and anti-corruption practices including the Bribery Act 2010.
- 10.4 Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015. You shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

### 11 WARRANTIES

- 11.1 You warrant to Us that You are fully experienced, qualified, organised and financially stable to perform the Contract and that the Goods:-
- 11.1.1 will be of satisfactory quality and fit for all purposes for which the Goods are commonly supplied and/or for any purpose made known to You;
- 11.1.2 will be free from defects in design, material and workmanship;

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- 11.1.3 will correspond with any relevant specification or sample; and
- 11.1.4 will comply with all statutory requirements, regulations and EU regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).
- 11.2 You warrant to us that the Services:-
- 11.2.1 will be performed by appropriately trained and qualified personnel, with due skill, care and diligence; and
- 11.2.2 will comply with all statutory requirements, regulations and regulations applicable in the UK relating to the performance of the Services.
- 11.3 So far as You are able, You will pass on to Us the benefits of any warranties or guarantees given by any third party supplier in relation to the Goods.
- 11.4 The warranties set out in this condition 11 shall continue in force (notwithstanding acceptance by Us of all or any part of the Goods) for a minimum period of 24 months from the date of first use of the Goods in question, or Your standard warranty period (if longer than 24 months).
- 11.5 In entering into the Contract, We shall be entitled to rely on any pre-contractual representations made by You, whether written or oral, regarding the subject matter of the Contract. You shall indemnify Us in full against all liabilities, losses (whether direct or indirect and including loss of profits), damages (including special and consequential damages), costs and expenses (including legal expenses) awarded against or incurred or paid by Us as a result of or in connection with Our reliance on any pre-contractual representations made by You, Your employees or authorised representatives, including but not limited to any and all advice or recommendations (whether written or oral) given by You as to the suitability or adequacy of the Goods for the purpose for which the We intend to use the Goods.
- 11.6 Notwithstanding the warranties set out in condition 11 and notwithstanding the manner in which the Contract has been entered into, the period of limitation in respect of Your liability under the Contract shall extend to the expiration of six (6) years from the date of completion of the Contract.
- 12 CERTAIN RIGHTS AND REMEDIES ON DEFAULT**
- 12.1 Each of Our rights or remedies is without prejudice to any other right or remedy, whether or not under the Contract.
- 12.2 If Goods are not delivered or Services are not performed on the due date then We shall be entitled to:-
- 12.2.1 deduct from the price or (if We have paid the price) to claim from You by way of liquidated damages for delay 0.5% of the price for every week of delay until delivery of the Goods or performance of the Services up to a maximum of 10%; or
- 12.2.2 cancel the Order (or any part) without liability and purchase substitute items or services elsewhere and recover from You any loss or additional costs incurred.
- 12.3 If any Goods or Services are not supplied or performed in accordance with the Contract, then We shall be entitled:-
- 12.3.1 to require You to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
- 12.3.2 to repair or replace the Goods ourselves and charge You with the cost of this rectification or replacement; or

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12.3.3 whether or not We have previously required You to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by Your breach and require the repayment of any part of the price already paid.

12.4 Goods returned to You for rectification shall be forwarded at Your risk and expense.

### 13 INDEMNITY

13.1 You shall indemnify Us in full against all liabilities, losses (whether direct or indirect and including loss of profits and expenses (including legal expenses)) awarded against or incurred by Us as a result of or in connection with:-

13.1.1 breach of any warranty relating to the Goods or the Services;

13.1.2 any claim that the Goods infringe the intellectual property rights of any person, except to the extent that the claim arises from compliance with Our specification;

13.1.3 any claim made against Us in respect of any breach or alleged breach by Us of any statutory provision, regulation or other rule of law arising from Your acts, or omissions or those of Your employees, agents or subcontractors;

13.1.4 any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 and under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the Goods and/or the Services; and

13.1.5 any act or omission of You or Your employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by the negligence of You, Your employees, agents or subcontractors or by faulty design, workmanship or materials.

### 14 FORCE MAJEURE

If either Party is prevented or delayed in the performance of its obligations under the Contract by Force Majeure, that party shall serve written notice on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure. Subject to the service of such notice, neither Party shall be liable for delay in performing or failure to perform its obligations under the Contract if such delay or failure results from Force Majeure.

### 15 SPARE PARTS

You shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from You for 10 years from date of first use by Us of the Goods in question, unless You provide Us with all drawings, plans, specifications and other technical data as We reasonably believe are necessary to enable Us to procure the manufacture of such parts or materials by a third party.

### 16 TERMINATION

16.1 We shall be entitled to cancel Orders in respect of all or part only of the Goods and/or the Services by giving notice to You at any time prior to delivery or performance without incurring any liability to You other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

16.2 We shall be entitled to terminate the Contract without liability to You and reserving all rights by giving notice to You at any time if:-

16.2.1 You are in material breach of any of Your obligations and that breach cannot be remedied;

16.2.2 You are in material breach of any of Your obligations and that breach can be remedied but You fail to do so within 30 days starting on the day after receipt of notice from Us;

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- 16.2.3 You commit more than one breach of any of Your obligations and the cumulative effect of such breaches is that We reasonably believe that You will continue to deliver a substandard performance over the one month period immediately after the service of notice specified in condition 16.2.2;
- 16.2.4 You make any voluntary arrangement with your creditors or become subject to an administration order or go into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed, of any of Your property or assets; or
- 16.2.5 We reasonably believe that any of the events mentioned above is about to occur and We notify You accordingly.
- 16.3 If delivery is incomplete then We may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.
- 17 CONFIDENTIALITY**
- 17.1 All information supplied to You at any time is and remains Our property and must be returned on request and shall be regarded as confidential.
- 17.2 Each Party shall treat as confidential any information which either Party has obtained or later obtains from the other Party in connection with the Contract and shall not disclose any such information to anyone other than as required and necessary to carry out its obligations under the Contract or in order to seek professional advice in relation to the its rights or obligations under the Contract or as otherwise required by law, without the other Party's prior written consent.
- 18 GENERAL**
- 18.1 Orders are personal to You and you shall not transfer, assign, charge, dispose of or deal in any manner or purport to do the same with any of Your rights or beneficial interests.
- 18.2 You shall not sub-contract any of Your obligations under the Contract.
- 18.3 Any waiver by Us of any breach is not a waiver of any subsequent breach.
- 18.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Contract is not a waiver of any of Our rights.
- 18.5 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 remainder shall not be affected.
- 18.6 You shall at all times maintain adequate insurance cover with a reputable insurer against Your liability under the Contract and produce the policy and latest premium receipt to Us on demand.
- 18.7 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18.8 Any notice to be given by either Party to the other under these Conditions must be in writing addressed to that other Party at its registered office or principal place of business or such other address as may have been notified for these purposes.
- 18.9 Notices in respect of the Contract shall be delivered personally or sent by first class post, recorded delivery, or by email (provided a hard copy is also provided within 12 hours). A notice is deemed to have been received:-
- 18.9.1 if delivered personally, at the time of delivery;
- 18.9.2 if sent by prepaid first class post or recorded delivery, at 9.00am on the second working day after posting;

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18.9.3 if sent by email, on the date a hard copy of the email is received in accordance with condition 18.9.

18.10 The Contract shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts (except for the purposes of enforcement of an English court judgment in another jurisdiction).