

PULSE ENGINEERING LTD

TERMS AND CONDITIONS OF SALE

1. PULSE ENGINEERING warrants that its products are thoroughly examined before despatch and agrees to make good any part that is undeniable proved to be defective due to faulty material or workmanship.

Liability under this warranty covers a period of six months from despatch on single shift working and applies to the repair or replacement of parts or materials of the original goods supplied.

Parts delivered to customers are warranted until they have passed customer inspection, they are then considered owned and accepted by the customer as conforming parts.

At this point the warranty removes dimensional / FOD issues as they have been accepted after customer review, the continued warranty detailed is there to cover issues at assembly should unforeseen elements be found.

However, these parts accepted by the customer will be challenged if later found with issue as they passed inspection when originally accepted.

In the event of any issue with the part (for example dimensional errors, damage, FOD, surface finish) Immediate notification of any defect must be given in writing and the part or goods, returned to PULSE ENGINEERING Ltd, carriage paid, for examination and report on official paperwork. If the returned part, or parts, is proved faulty due to material, or workmanship, PULSE ENGINEERING will replace the part, or parts free of charge. Returns are **only** accepted with a report detailing the concerns.

2. The warranty made by PULSE ENGINEERING detailed above, will be regarded as null and void if the machinery to inspect and review the effected part is operated by an unauthorised person(S) or out of suitable calibration. This also applies to any repairs effected by the Customer without the consent or knowledge of PULSE ENGINEERING.

3. PULSE ENGINEERING do not consider the particulars given in their leaflets, catalogues, drawings, and photographs as binding and reserve the right to effect alterations to the disposition, shape, dimension, materials, weights etc. of the part, or parts, machine, or machines, quoted thereon with the customer informed as to the need to do so in writing.

4. Machine parts will conform to the specifications, shape, consistency, and dimensions specified by PULSE ENGINEERING and meet the drawing and contract requirements set out in Customer PO unless deviations are agreed in writing.

5. All goods shall be delivered entirely at the Customer's risk whether, or not, carriage is paid as an additional cost, upon the happening of anyone, or more, of the following events:

- a. The delivery of the goods to the Customer's specified premises using PULSE ENGINEERING own transport facilities.
- b. The delivery of the goods to an independent carrier.
- c. The passing of the goods to the Customer's own transport where the Customer is affecting collection.

6. Deliveries are deemed to be made as soon as the machines, or components, or both are complete at the works of PULSE ENGINEERING where parts are being collected.

7. The delivery dates, stated in our quotations and acknowledgement confirmations, are approximate and are without exception to be understood as from the date of receipt of an official written order and depend upon the availability of materials and components. Delays will be communicated and acknowledged date changed should this be required to account delays not in our control, for example but not limited to material

delays, subcontract delays. Acknowledged date is also used to mitigate short or inaccurate lead times being on the customer PO in some cases.

Delivery metrics are recorded at PULSE ENGINEERING against the Acknowledged date, and we use this data to measure our OTD performance. Subsequent delays at booking in are the customers responsibility and late deliveries due to these factors will be challenged when affecting customer metrics supplied.

Any delays experienced by PULSE ENGINEERING from their suppliers may have the effect of extending the original delivery promise made but the end customer will be kept informed at all times.

8. In any event, PULSE ENGINEERING shall not be liable for any loss, damage or delay whatsoever arising from any cause whatsoever outside the control of PULSE ENGINEERING including but without prejudice, to the generality of the foregoing words, fire, storm, tempest, lightning, frost, inclement weather, strike, lockout war hostilities, pandemic, rebellion and civil unrest.

9. Delays in delivery cannot be accepted by PULSE ENGINEERING as just reason for cancelling any order and no indemnity or penalty, can be imposed by the Customer for this reason, unless agreed at the time of negotiation of the contract.

10. The sum due under the contract and quoted for the manufacture of the machine, or components, or both, does not include for any additional costs imposed by customs duties, import, transit or export taxes, recording, legalising, stamp duties, fees and taxes of any kind. Unless otherwise agreed, and stated by PULSE ENGINEERING in writing, these additional costs have to be borne by the Customer.

11. Any additional costs arising from an increase in the above custom duties, import, transit or export taxes, or any kind must be borne by the Customer. The same condition applies for additional costs arising from modifications to the rate of exchange or export premium or compensation premium.

12. Where a contract is made on the basis of Carriage Paid to the Customer's Premises, the price quoted by PULSE ENGINEERING includes the normal freight charges and where expressly stated, the transport insurance premium based on the rates prevailing at the time. Any increase brought about by partial revisions of fluctuations in the rate of exchange must be borne by the Customer.

13. Unless otherwise stated in writing, the goods will not be insured against special contingencies. The Customer must assume full responsibility of such special contingencies.

14. Payment for goods, machinery, tools, or equipment made to a specification and contracted by the Customer under an official written Customer Order shall be made within 30 days from the end of the month following delivery.

15. The goods, machinery, tools, or equipment made to a specification and contracted by the Customer under an official written Customer's Order shall remain the property of PULSE ENGINEERING until the final payment has been made by the Customer and acknowledged by PULSE ENGINEERING.

16. Unless otherwise stated, PULSE ENGINEERING cannot be held to a quoted price if the quotation has been in the Customer's hands for more than 28 days. Quotations are subject to the conditions that after the 28 day period, the final price will be subject to revision and will depend upon the prices of materials and labour current at the time the official order is received.

17. PULSE ENGINEERING cannot be held responsible for the spoilage of material interruption of production programmes or any lost time incurred during periods when the machine, or unit, is undergoing trials and production tests on the Customer's premises, or by late delivery.

18. PULSE ENGINEERING accepts no responsibility whatsoever for damages or accidents incurred on the Customer's premises.

19. PULSE ENGINEERING limit their liabilities to the guarantees specified in these term and conditions of sale. Any other claims arising from damages incurred directly, or indirectly in connection with the delivery date or the quality of deliveries made or from any other causes whatsoever are not accepted by PULSE ENGINEERING.

20. If by reason of any rise or fall in the cost of materials, labour or transport, or by conforming to any Act of Parliament or to any order, regulations, or by-law made with statutory authority by Government Departments or by local or other authorities that shall be applicable to the works above or below such costs ruling at the date of the quotation, the costs to the Contractor of performing his obligations under the Contract shall be increased or reduced, the amount of such increase or reduction shall be added to or deducted from the Contract price as the case may be, provided that no account shall be taken of any amount by which any cost incurred by the Contractor has been increased by the default or negligence of the Contractor. Variations in the cost of materials and labour shall be calculated in accordance with the 'BEAMA' formulae.

21. Anytime concession, forbearance or indulgence to Customer's personal requests made by PULSE ENGINEERING shall not in any way whatsoever affect, waive or prejudice PULSE ENGINEERING strict rights under the Contract.

22. PULSE ENGINEERINGENGINEERINGENGINEERINGdo not pay any form of consequential losses or damages for work found to be faulty/ late or lost in transit and only offer the response detailed in these Terms and Conditions of Sale

23. Any cancellation of an Order by the Purchaser must specifically provide for all costs incurred by the Vendor including Overhead Charges.

Cancellation of valid Purchase Orders where work is started will result in the parts being completed delivered and invoiced as we have met the original terms of the contract. Parts un-started may result in costs being invoiced for administration, material ordered or other costs. Cancellation of orders within any scheduled fixed window will also be discussed and charges made where appropriate, orders outside any fixed window are raised at PULSE ENGINEERINGENGINEERINGENGINEERINGPrecision Ltd own risk.

24. The Contract shall be deemed to be a Contract made in England and shall, in all respects, be governed by, and construed in accordance with English Law.