



Terms and Conditions

Torr Scientific Limited
("The Company")

1. General

In these terms and conditions "Goods" includes the supply of services in accordance with the provisions hereof and "Delivery" includes performance of services as the context may admit. "Order" means an order accepted by the Company and includes contracts to provide services and also authorised amendments to an order. "Price" includes mutatis mutandis payment for Goods and/or services according to time expended, materials used or supplied or on any other basis than fixed price.

1.2 Estimates or quotations comprise an invitation to treat only and are valid for 60 days unless otherwise stated. No order will become effective until it is accepted or confirmed on behalf of The Company. Such accepted or confirmed Order will then comprise The Company's entire agreement with the buyer and merge all prior discussion quotation offers and understandings.

1.3 These terms and conditions exclude any other terms and conditions inconsistent therewith which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by the buyer.

2. Amendments to Order

Save as expressly agreed in writing signed by the Company's duly authorised representative or as provided by clause 5 hereof:-

2.1 If any information supplied by or on behalf of the buyer is insufficient, incorrect, inaccurate, misleading or if the buyer notifies The Company of any changes of requirements in relation to any Order offer or acceptance thereof by the Company The Company shall be entitled to amend the Price, the terms of payment and the delivery date or delivery schedule as in the circumstances The Company shall consider fair and reasonable. The Company shall as soon as practicable notify the buyer in writing of such amendments.

2.2 Any variation or amendments requested by the buyer will only be valid and binding on The Company when subjected to a change order relating to the Order duly placed upon and accepted by The Company in writing signed by a duly authorised representative and subject to appropriate adjustment in price, delivery date and any other matters.

3. Cancellation of Order

3.1 Cancellations of orders confirmed in writing and made before The Company has sent an order acknowledgment to the buyer a cancellation fee will be incurred.

3.2 Cancellation of orders confirmed in writing made after The Company has sent an order acknowledgment to the buyer. The Company reserves the right to apply up to a 100% cancellation fee against the total value of the order.

4. Delivery

Times quoted for delivery are to be treated as estimates only and The Company shall not be liable for failure to deliver within such time. Whether a time for delivery is quoted or not the time for delivery shall be extended by a reasonable period if delay in delivery is caused by anything beyond The Company's control. Any special delivery requirements must be notified to The Company at the time of placing an Order. A charge will be made to cover delivery of goods unless previously agreed in writing.

5. Amendments to Price

The price, delivery dates or any other terms relating to Goods are based upon The Company's assessment of materials, labour and buy-in prices and are subjected to revisions in respect of any increased cost to The Company in respect thereof.

6. Liability

6.1 All goods will be carefully inspected before delivery to ensure freedom from defects and general compliance with the Order. The Company undertakes to replace or repair at the option of The Company and to deliver any Goods or part thereof proved to the satisfaction of The Company to have been defective in material or workmanship when originally despatched, if returned to The Company and accompanied by an official Returns Authorisation Number from The Company within Twelve months from date of despatch.

Where The Company has manufactured the goods to a design of the Buyer no liability is accepted by The Company for design errors, which remains the responsibility of the buyer. The Company shall be entitled to charge for any additional works carried out at the buyer's request.

6.1 -a The Company has the right to void the warranty if the product: (i) is altered or modified in any way; (ii) is otherwise improperly installed; (iii) has been subjected to improper operation, misuse, abuse, accident or neglect.

6.2 The Buyer must examine the Goods immediately upon delivery and within 7 days thereafter notify The Company in writing of any defects and return any allegedly defective part or parts of the Goods to The Company or as the Company shall direct see 6.1 at the Buyers expense.

6.3 The Company shall not be liable for any Consequential loss or loss of profit howsoever arising (including by negligence) to the buyer the buyer's staff or any other third party.

6.4 The Company shall not be liable for any Consequential for any loss expense or damage howsoever arising (including by negligence) to the buyer the buyer's staff or any other third party

7. Patents

The buyer covenants with The Company that it shall forthwith notify The Company of any allegation of infringement of any patent registered design trade mark copyright or other intellectual property right enjoyed by The Company or by the manufacture or supplier of the Goods or any part thereof.

8. Payment

8.1 Unless otherwise agreed or notified by The Company payment in full is due 30 days from the date of Invoice and is the essence of the contract.

8.2 The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

8.3 Interest is chargeable at the discretion of The Company at 3% per month or part thereof on any late payment beyond the agreed payment terms.

9. Confidentiality

All information supplied by The Company in any form (other than information in the public domain) is supplied in confidence and must not be used by the buyer for any other purpose that the Order and must not be disclosed to any other party without The Company's express written consent and then only on conditions equivalent to this condition and with an express notification that the information was provided for the buyer only and it is not intended to be relied upon by any other party.

10. Assignment and Sub-Contracting

The Company may assign or sub-contract such part or parts of any Order as it sees fit.

11. Risk

The risk in the goods shall be passed onto the buyer at the point of delivery.

12. Customers Own Material

Free issued material issued to the Company for processing against an Order is carried out at the Buyers risk of damage or loss to that material.

13. Lien

Until the company has received payment in full for any goods from the buyer The Company shall have a general and specific lien on all the Buyer's property in the possession or control of The Company for all monies due to The Company from the buyer.

14. Matters Beyond Company's Control

The Company shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstance beyond its control including but not limited to earthquakes, flood, storm, force majeure, public enemies, invasion, national emergency, strikes, riots, boycott, interruption of services rendered by any public utility or interference from any government agency or official

15. Law

This agreement shall in all respects be governed by and constructed in accordance with the laws of England. The buyer submits to the jurisdiction of the English courts.