



## TERMS AND CONDITIONS OF SALE FOR STATUS METROLOGY SOLUTIONS LTD

### Clause 1. General

Status Metrology Solutions Ltd (hereinafter called "the Company") contracts with the person, partnership, company or authority placing the order (hereinafter called "the Purchaser") subject to the following terms and conditions. No additions to or modifications of these terms and conditions and, in particular, no terms and conditions for purchase of the Purchaser shall form part of the contract unless expressly agreed to in writing by the Company.

### Clause 2. Delivery/Installations

Company quotations are subject to confirmation on receipt of order, both as regards price and time of delivery. Machines or equipment offered from stock are subject to being unsold at the time the order is received. Whilst the Company will make every effort to meet the delivery/installation date stated on the face of the order, such date is only an estimate arrived at in accordance with the Company's current production programme and in no circumstances shall the Company be liable for any loss or damage whatsoever for failure to meet or observe any delivery dates and such failure shall not entitle the Purchaser to treat the contract as terminated.

Where a delivery/installation date is stated in the contract and such date is not delayed by mutual consent in writing the Purchaser shall accept delivery of the goods on that date or any date thereafter. If by reason of instructions or lack of instructions from the Purchaser, delivery is not possible on the stated date or the date when the Purchaser is notified that the goods are ready for delivery, full responsibility for the goods shall thereupon pass to the Purchaser who shall arrange for storage and for the purchase of Clause 7 (Payment) the goods shall be invoiced to the Purchaser.

Where the contract calls for installation:-

(i) Any estimated time for completion is given on the understanding the necessary building works including foundations, power and other services together with consumable materials required for operational tests, are ready for the Company's use as and when required at no charge to the Company and that adequate and continuous means of access to the site with clear passage for all goods is provided by the Purchaser.

(ii) Proper protection for all goods and materials delivered to the site is the responsibility of the Purchaser. No work will be carried out in dangerous or unhealthy surroundings.

(iii) The Company shall provide the services of technical personnel for installation purposes. For such services outside the United Kingdom, the Company reserve the right to charge the Purchaser at the Company's standard rates prevailing from time to time. The Purchaser shall also be responsible for all travelling and subsistence expenses of such personnel. Such charges will be notified to the Purchaser and the Purchaser shall accept them before the personnel travel to the site. If the Purchaser fails to accept such charges, the Company shall cease to have any further liability for installation.

(iv) Installation shall be completed on the completion of installation or where so provided in the contract on completion of an operational test. If through no fault of the Company, the operational test can not be run immediately on completion of installation, delivery shall be deemed to be completed (and for the purpose of Clause 7 the goods shall be invoiced to the purchaser) and the Company will make a charge for additional travelling time and expenses if called upon by the Purchaser on a subsequent occasion to return to site to carry out such operational test.

### Clause 3. Variations from Standard Equipment

Unless otherwise agreed in writing, only the Company's standard equipment will be supplied and the Company reserves the right to make extra charge where the Purchaser specifies variations from the Company's standard equipment for whatever reason.

### Clause 4. Guarantee

(a) Machines and equipment of the Company's make are guaranteed against defects in materials and/or workmanship for a period of 12 months working on one shift from date of delivery, provided that the conditions of the guarantee issued with the machines or equipment are observed. Goods or parts shown to the Company's reasonable satisfaction to have proved defective in materials and workmanship under proper use and maintenance within the guarantee period will be replaced, or exchanged at the Company's option, free of charge, but shall not form the subject of claims for labour or other expenditure not authorised by the Company, shall not include any carriage costs, and shall not be admitted as entailing any consequential damage. Where any goods are replaced or exchanged as provided above, the Company guarantees such repairs or new parts solely for the balance of the 12 months period aforesaid. In the case of goods not of the Company's manufacture, this guarantee shall be limited to such guarantee as the Company may receive from the manufacturer so far as it is possible for the Company to implement such guarantee.

(b) The warranty contained in sub-clause (a) above does not extend to goods which have been installed under the supervision or repaired by personnel other than those employed by the Company, or approved by the Company in writing, or if the failure of the goods or any part thereof is due to accident, neglect, misuse, improper storage, failure of electrical power or causes other than ordinary use.

(c) The guarantees given in this clause are given in lieu of all conditions or warranties whether expressed or implied and whether arising at common law or by statute, all of which are hereby expressly excluded insofar as it is legally possible to do so.

### Clause 5. Force Majeure and Frustration

Whilst the Company will use its best endeavours to fulfil its contractual obligations hereunder, it shall not be liable for any delay brought about by events which are beyond the control (for any reason) of the Company. Furthermore, if the contract shall become impossible of performance for any reason whatsoever, the Company may, as its option, by notice in writing to the Purchaser rescind the contract or such part thereof as remains to be performed and in that event the Company will refund to the Purchaser such money (if any) that may have been paid by the Purchaser in respect of that part of the contract which has not been performed but the Purchaser shall remain liable to the Company for payment for that part of the contract which has been performed.

### Clause 6. Prices

Unless otherwise stated, all prices are ex-works at place of manufacture, exclusive of VAT, duties or other Government imposts. Charges quoted are based on costs prevailing at the date of order, and if any of those costs increase before the date of delivery the Company reserves the right to amend the charges accordingly. The Purchaser shall be informed of any such increases prior to the date of delivery or (if called for by the contract) installation, and shall be entitled at that time, if they so wish, to cancel the order without incurring any liability for cancellation of other charges.

### Clause 7. Payments

Invoices will be submitted in accordance with the terms of payment as stated on the Company's quotation and are payable, net within 30 days of date of invoice. Without prejudice to any other rights that the Company may have, the Company reserve the right to charge 2 per cent per calendar month on any unpaid balance that remains outstanding.

### Clause 8. Cancellation

Should the Purchaser for any reason, cancel the contract made with the Company, then the Company reserves the right to make a charge for or deduct from monies already received from the Purchaser all costs which the Company, its suppliers or sub-contractors have incurred directly or indirectly or for which they are liable under the contract together with compensation for loss of profits.

### Clause 9. Title

All goods and materials covered by the contract shall remain the Company's property until the purchase price shall be paid in full. In the event that the Purchaser sells the goods to any third party, the proceeds of sale of such goods shall be retained by the Purchaser on trust for the Company and shall be retained in a separate account created for that purpose. The Company reserves the right at all times, on reasonable notice, to inspect the goods and materials covered by this contract so long as such goods and materials remain the property of the Company.

### Clause 10. Loss in Transit

In the event of any damage, discrepancy, shortage or loss in transit, the Purchaser must inform the Company in writing within 10 days of the date of receipt of notice of dispatch. The Purchaser must also comply with such conditions as to notice in respect of damage, discrepancy, shortage or loss as may be required by the carrier concerned. The Company will not otherwise consider any claims.

### Clause 11. Indemnity

Save as expressly provided in this clause, the Purchaser will indemnify and keep indemnified the Company against all loss or damage resulting from the installation and use of the goods and against all claims, accidents or proceedings in connection therewith, howsoever arising. The Company shall be liable for any death or personal injury or damage to property caused by the goods or their use provided that such death, personal injury or damage (as the case may be) is directly attributable to the negligence of the Company or its agents and provided that, in the case of damage to property, such liability shall not exceed a maximum aggregate liability of £1,000 in respect of any one event. Without prejudice to any other exclusion contained therein, the Company shall not be liable for any consequential or incidental loss or damage howsoever arising or caused.

### Clause 12. Insurance

All materials or goods supplied under the contract shall from the time of delivery by the Company, its suppliers or sub-contractors to the Purchaser be the sole responsibility of the Purchaser who shall indemnify the Company against loss, damage or destruction howsoever caused and shall effect all such insurance as may be necessary in respect thereof.

### Clause 13. Patents

(a) In the event of any claim being made against the Purchaser in respect of infringements or alleged infringements of letters patent, registered designs or similar rights relating to goods of the Company's design supplied to the Purchaser hereunder, the Purchaser shall notify the Company immediately and the Company shall be at liberty with the Purchaser's assistance if required, but at the Company's expense, to conduct all negotiations in the Purchaser's name for the settlement of the same or any litigation that may arise therefrom. Subject to such notification and provided that no such goods or any part thereof shall be used for any purpose other than that for which it is supplied by the Company, the Company will indemnify the Purchaser in respect of any sum which the Purchaser may be lawfully required to pay or pay with the Company's consent to any such claimant but this indemnity shall not extend so as to entitle the Purchaser to recover from the Company any sum exceeding the contract price of the goods which are the subject of the alleged infringement.

(b) Where goods are at the Purchaser's request made and supplied by the Company other than to the Company's own design, no responsibility is accepted for infringements or alleged infringement of any letters patent, registered designs or similar rights in respect thereof and the Purchaser will indemnify the Company against any such claims.

(c) Where goods forming part of the contract are purchased by the Company the Purchaser will be entitled only to such indemnity in respect of infringements or alleged infringements of letters patent, registered designs or similar rights as the Company may receive from its supplier provided that the Company is not called upon to bear any liability or expense greater than the amount recovered from its supplier.

### Clause 14. Severability

If any clause or condition or part thereof in this contract shall be found by any Court of competent jurisdiction to be invalid, ineffective or unenforceable, the same shall be severed from the contract and the remaining provisions of the contracts shall continue to have full force and effect.

### Clause 15. Safety

The Company warrants that the goods comply with the requirements of the Health and Safety at Work Act 1974 interpreted by the inspectors responsible for the location where the goods were manufactured (or, in the case of imported goods, sold). In the event that inspectors responsible for the location to which the goods are to be supplied under the contract require additional safety measures to be undertaken, the Company agrees to undertake such additional measures but the cost thereof shall be borne by the Purchaser as an addition to the contract price.

### Clause 16. General Liabilities

(a) The Company's liability under this contract is limited to making good defective equipment or parts thereof as provided by Clause 4 hereof and the Company shall not be liable for loss or damage of any nature arising out of this contract (except insofar as such liability cannot lawfully be excluded) whether caused by negligence on the part of the Company, its servants, agents or suppliers or from any other cause whatsoever.

(b) Any liability of the Company in respect of these terms and conditions of sale is subject to the fulfilment by the Purchaser of all his obligations under these terms and conditions.

(c) The Purchaser shall be solely responsible for any loss, damage or injury which is caused by any part of the goods being put into operation before installation has been completed.

### Clause 17. No Waiver

It is expressly understood that in the event the Purchaser shall on any occasion fail to perform any term of this Contract and the Company shall on such occasion not enforce that term, the failure to enforce on that occasion shall not prevent enforcement of any other occasion.

### Clause 18. Understanding

It is agreed between the Company and the Purchaser that these terms and conditions of sale are fully understood by both of them and the price of the materials and equipment sold hereunder and the other terms and conditions set out herein are arrived at in consideration of the Company's express guarantees and the benefits and remedies of the Purchase for a breach thereof, as provided for in these conditions, to the exclusion of or limitation of other remedies.

### Clause 19. Governing Law

This contract shall be governed by and construed in accordance with the Laws of England.

### PREVENTATIVE MAINTENANCE TABLE

Work undertaken during maintenance of Status Metrology Measuring Machines

1. Check for wear on guide ways
2. Smoothness test of axes movements
3. Drive belts condition and tension
4. Control air pads clearances
5. Check motor couplings and drive mechanism
6. Anti-backlash and functionality test of transducers
7. Test column balancing systems
8. Test locking and micro movements
9. Check blinds and covers
10. Test efficiency of emergency system
11. Functionality test of tools
12. Check for wear on precision parts
13. Compile list of parts eventually needing replacement in successive interventions
14. Clean or replace control cabinet filters
15. Machine geometry to be checked and adjusted
16. Verify machine accuracy
17. Generate calibration certificate