

1. Interpretation

1.1 In these Terms and Conditions the following words have the following meanings:

Word	Meaning
"the Customer"	the person(s), firm or company who purchases Goods from the Company;
"the Company"	Arrow Precision Manufacturing Limited;
"the Contract"	any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Terms and Conditions
"Goods"	any goods agreed in the Contract to be supplied to the Customer by the Company details of which are in the attached schedule

1.2 In these Terms and Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Terms and Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Terms and Conditions headings will not affect the construction of these Terms and Conditions.

2. Application of Terms

2.1 Subject to any variation under condition 2.3 these Terms and Conditions shall apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms conditions (including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract

2.3 These Terms and Conditions apply to all the Company's sales and any variation to these Terms and Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.

2.4 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Terms and Conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgment of order and/or proforma invoice is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.

2.6 The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgment of order and/or pro forma invoice to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. Price

3.1 Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the Company's published price list current at the date of delivery or deemed delivery (" the Price").

3.2 The Price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Customer will pay in addition when it is due to pay for the Goods.

4. Payment

4.1 Unless otherwise agreed in writing by the Company all invoices are payable upon receipt (" the Due Date").

4.2 Time for payment shall be of the essence.

4.3 Unless otherwise agreed in writing by the Company delivery of the Goods shall not take place until payment has been received and no payment shall be deemed to have been received until the Company has received clear funds

4.4 In the event of late payment (save where this arises out of a bona fide dispute) the Customer will pay to the Company interest on the outstanding amount calculated on a daily basis from the Due Date until payment is made at the then prevailing rate under the Late Payment of Commercial Debts (Interest) Act 1998, and in addition the Company reserves the right to charge all reasonable costs of recovery so incurred.

5. Delivery

- 5.1 Unless otherwise agreed in writing by the Company delivery of the Goods shall be deemed to take place at the Company's place of business.
- 5.2 The Customer will take delivery of the Goods within 5 days of the Company giving it notice that the Goods are ready for delivery.
- 5.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 5.4 Subject to the other provisions of these Terms and Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) , nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.5 If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations :
- 5.5.1 risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence) ;
- 5.5.2 the Goods will be deemed to have been delivered; and]
- 5.5.3 the Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 5.6 Where it has been agreed between the parties that delivery of the goods is to be staggered and the Customer makes a request
- 5.7 in response to an unanticipated jump in demand (or any other valid reason) for delivery to be accelerated the Company shall use its reasonable endeavours to do so Provided Always that time shall not be of the essence for delivery and that the terms and conditions shall apply in full force and effect.

6. Non-Delivery

- 6.1 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 5 days of the date when the Goods would in the ordinary course of events have been received.
- 6.2 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and may not seek repayment of the Price or any part of it nor claim to set-off any sum against future payments to the Company unless the Customer shall have served written notice in accordance with clause 6.1
- 6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 6.4 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence to the contrary.

7. Cancellation of Order

- 7.1 To cancel an order (if it is capable of cancellation) the Customer must notify the Company of its intention to cancel within 72 hours of the date of placing the order and such cancellation is subject to the charges set out in Clause 7.2
- 7.2 Following cancellation in accordance with Clause 7.1 the Company reserves the right to make the following charges:
- 7.2.1 If the Goods have been packed but not dispatched the Customer will be charged 10% of the value of the Goods
- 7.2.2 If the Goods have already been dispatched the Customer will be charged 20% of the value of the Goods plus the cost of carriage and in addition the Goods must be returned to the Company at the Customer's expense within 48 hours of delivery.
- 7.3 Failure by the Customer to cancel an order in accordance with Clause 7.1 will result in the full value of the Goods (including carriage) being payable by the Customer.
- 7.4 The Customer is not entitled to cancel an order for Goods which have been branded or made to the Customer's specifications or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.

8. Risk/Title

- 8.1 The Goods are at the risk of the Customer from the time of delivery.
- 8.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of
- 8.2.1 the Goods; and
- 8.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 8.3 Until ownership of the Goods has passed to the Customer, the Customer must:

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- 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 8.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- 8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 8.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and
- 8.3.5 hold the proceeds of the insurance referred to in condition 8.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 8.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 8.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owed by the Customer to the Company on behalf of the Company and the Customer shall account to the Company accordingly; and
 - 8.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale
- 8.5 The Customer's right to possession of the Goods shall terminate immediately if:
 - 8.5.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 8.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - 8.5.3 the Customer encumbers or in any ways charges any of the Goods or attempts to do so.
- 8.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from the Company.
- 8.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

9. Description

- 9.1 Subject to Clause 9.2 the description of the Goods shall be as set out in the Company's acknowledgment of order and/or pro forma invoice.
- 9.2 All Goods are supplied by the Company subject to their reasonable availability and the Company reserves the right without notice to substitute replacement goods for the Goods described in the acknowledgment of order and/or pro forma invoice, which do not materially affect the quality, performance, or visual appearance of the Goods.
- 9.3 The Customer shall inspect the Goods on delivery and shall within 5 days of delivery notify the Company of any alleged defect shortage in quantity damage or subject to Clause 9.2 failure to comply with description . Upon giving such notification the Customer shall afford to the Company an opportunity to inspect the Goods within a reasonable time following delivery (if required by the Company) and before any use is made of them.
- 9.4 If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would have been apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods.
- 9.5 Where the Goods supplied by the Company have been branded or otherwise made to the Customer's specification and the Customer requests acceleration of any staggered delivery of such Goods and the Company despite using its reasonable endeavours is unable to comply then the Customer shall accept in substitution replacement Goods which (subject to availability) most closely resemble the Goods in question.

10. Quality

- 10.1 The Company warrants that (subject to the other provisions of these Terms and Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 as amended;
- 10.2 The Company shall not be liable for a breach of the warranty in clause 10.1 unless:
 - 10.2.1. the Customer gives written notice of the defect to the Company , and (if the defect is as a result of damage in transit) to the carrier, within 5 days of the time when the Customer discovers or ought to have discovered the defect; and
 - 10.2.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost for examination to take place there.

- 10.3 The Company shall not be liable for a breach of the warranty in clause 10.1 if:
- 10.3.1 the Customer makes any further use of such Goods after giving such notice; or
 - 10.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 10.3.3 the Customer alters or repairs such Goods without the written consent of the Company.
- 10.4 Subject to clauses 10.2 and 10.3, if any of the Goods do not conform with clause 10.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Customers expense, return the Goods or the part of such Goods which is defective to the Company.
- 10.5 If the Company complies with clause 10.4 it shall have no further liability for a breach of clause 10.1 in respect of such Goods.

11. Limitation of Liability

- 11.1 Subject to clause 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of :
- 11.1.1 any breach of these Terms and Conditions
 - 11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
- 11.4 Subject to clauses 11.2 and 11.3:
- 11.4.1. the Company's total liability in contract, tort (including negligence or breach of statutory), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Price of the Goods under the Contract; and
 - 11.4.2 the Company shall not be liable to the Customer for any consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever whether direct or indirect (howsoever caused) which arise out of or in connection with the Contract.

12. Employment and Engagement Restriction

- 12.1 While a Contract is in force incorporating these Terms and Conditions and for a period of 12 months from its termination for any reason, the Client and/or any individual or company connected with the Client shall not employ or offer employment or engage or offer to engage or accept services or enter into dealings with directly or indirectly any person employed by or acting on behalf of Arrow Precision Manufacturing in providing the Goods or any associated services to the Client in the preceding 12 months from termination.
- 12.2 In the event of a breach of Clause 12.1 above, the Client, recognising that Arrow Precision Manufacturing will suffer substantial damage and that damages may not be an adequate remedy:
- (a) acknowledges that Arrow Precision Manufacturing shall be entitled to seek an injunction and that the Client shall be responsible for reimbursing Arrow Precision Manufacturing for any and all costs incurred in seeking and/or obtaining an injunction in relation to the breach; and
 - (b) shall pay by way of liquidated damages the estimated loss, including but not limited to, loss of profits and other losses arising from the breach such as personnel fees, recruitment fees, training, and any salary differences.

13. General

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any rights under the Contract.
- 13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.5 In the event of a transaction with a Consumer the Consumer's statutory rights are not adversely affected.

14. Notices

Any notice or direction required or permitted to be given hereunder shall be in writing and shall in the case of a recipient being a company be sent to its registered office from time to time and in the case of a recipient being an individual be sent to his address set out in the Contract or to such other address in England as he may designate by notice to the other parties in accordance with this clause.

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Any such notice or direction shall be delivered personally or by facsimile or sent in a pre-paid letter by the recorded delivery service and shall be deemed to have been served if by personal delivery when delivered, if by facsimile when transmitted, and if by recorded delivery 48 hours after posting.

15. Contract (Rights of Third Parties) Act 1999

Nothing in these Terms and Conditions confers on any one other than the parties to the relevant agreement governed by them any right pursuant to the Contract (Rights of Third Parties) Act 1999.

16. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of 30 days the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

17. Governing Law

These Terms and Conditions are governed in all respect by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.