

Terms and Condition of Sale

Standard terms and conditions of Sale

1 General This document is between the customer hereafter referred to as customer and DIAL ART (P.C.)LIMITED, a UK Registered Limited Company, No 998898 trading as PCBpanel.co.uk hereafter referred to as the Company .

1.1 These terms and conditions apply exclusively to the supply of printed circuit boards to customers design.

2 Scope This contract shall be governed by the laws of England. The Company and the Customer agree to submit to the exclusive jurisdiction of the English courts.

3 Limit of Liability At all times and in all circumstances the Company's liability shall be limited to the cost of the goods ordered by customer as defined by the order acknowledgement supplied by the Company to the customer.

4 Intellectual property Customer undertakes that customer is the owner of the intellectual property of designs provided to The Company for the purposes of manufacturer or that customer is entitled to use any intellectual property contained in designs supplied to the Company. Customer indemnifies the Company from any claim for intellectual property infringement arising from the Company manufacturing products based on the designs provided by customer. The Company undertakes to use designs supplied by customer only for the purpose of manufacturing products ordered by customer, or to use as material evidence of improper design in the event of dispute arising from alleged quality defects arising from manufactured products the Company has supplied to customer or goods that have been partly manufactured but cannot be completed as a result of defects in the information supplied.

5 Tooling The Company may retain tooling produced to fulfil orders placed by customer. Customer shall not be entitled to receive such tooling.

6 Liability The Company guarantees the quality of goods it supplies to be of merchantable quality taking into account its published requirements and design rules standards. This guarantee is subject to the limit of liability as defined THE COMPANY MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE AND ANY SUCH WARRANTIES OR OTHER OBLIGATIONS AS TO THE DESCRIPTION, PERFORMANCE, CONDITION OR QUALITY OF THE GOODS SUPPLIED OR AS TO THEIR FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE ARE HEREBY EXCLUDED. Unless within 10 days of the date of the delivery of the Goods, the Customer notifies the Company, in Writing, of any alleged defect, non-conformity, shortage or non-delivery to the Company the Customer shall be deemed to have accepted the goods delivered as conforming to the contract and the Customer shall be bound to pay the price. Any claim by the Customer in respect of any alleged defect in materials or workmanship shall be subject to the following: (a) any such claim shall be made in writing and delivered to the Company within 14 days of any alleged defect becoming apparent to the Customer, the Customer agreeing that the Company will be under no liability in respect of any such alleged defect unless such notification is given to the Company. (b) in the event of the Customer notifying the Company in Writing of an alleged defect in the materials or workmanship in the Goods, the Company will then, at its option, either inspect the Goods at the Customer's premises or require the Customer to return the Goods at the Customer's expense. (c) in the event that the Goods in question are found by the Company, upon examination, not to be defective, the Customer agrees to pay to the Company all costs reasonably incurred by the Company in examining, handling and storing the Goods and that the Company shall be entitled to retain all Goods returned to it as security for such costs. (d) in the event of the Goods being found by the Company to be defective either in materials or workmanship, the Company will: (i) at its option, repair or replace the defective Goods or reimburse to the Customer the original purchase price of the Goods; and (ii) reimburse to the Customer all reasonable costs incurred by the Customer (if any) in returning the Goods to the Company for examination (iii) Save as aforesaid, the Company shall not be liable to the Customer for any loss or damage of whatsoever nature arising from or as a result of any defect in the Goods supplied by the Company or any statement made by or on behalf of the Company with respect to such Goods, whether such loss or damage is sustained by the Company or any third party. (iv) The Company shall not, in any event, be liable for any loss or damage, direct or indirect, caused by any misuse, negligence or any party other than the Company, faulty installation by any party other than the Company, failure to comply with the Company's recommendations and instructions, corrosion, abrasion, accidents or by use with equipment or other materials incompatible with the Goods. (v) It is further agreed and acknowledged by the Customer that the price paid by the Customer for the Goods takes into account the aforesaid limitations of the Company's liability. If the Customer wishes to negotiate an extended warranty or any extension or exclusion of the aforesaid clauses, such extension or exclusion must be agreed in writing with the Company and will be reflected in the price payable by the Customer.

7 It is recommended that the customer insure himself against any loss, damage or liability flowing from any matter for which the Company is not, by reason of the limitations hereinbefore set out liable.

8 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

9 Right to assign The Company reserves the right at any time to assign the rights and/or obligations under this agreement to any company, firm or person whatsoever, provided that such assignment will not serve to vary the customers rights under this agreement.

10 Termination The Company reserves the right to refute its obligations under an order placed by customer at its sole discretion. The Company will not use this right unreasonably. If the reason the Company refutes its obligations is a failure of customer to comply with its obligations, the Company shall not be required to make a refund. Otherwise, the Company shall make a refund to customer of any monies paid. Customer shall not be entitled to cancel an order placed on the Company.

11 Payment Payment is due from customer to the Company before an order is deemed to have been placed. All amounts due from the Customer to the Company shall be paid in full without any deduction or set-off. The Company will raise an invoice on the day it accepts an order from the customer.

12 Order Acceptance The Company shall not be obliged to accept any order placed by customer. When an order is accepted by the Company it will acknowledge its acceptance by proving an order acknowledgement by e-mail.

13 VAT All prices

quoted by the Company to customer are exclusive of VAT. The Company will charge VAT to UK customers at the prevailing rate on the date of dispatch. If customer is a company outside UK and within EEC and is registered for VAT in its country and provides the Company with a valid VAT number, The Company shall invoice the good as “exempt” from VAT.

14 Delivery Timescales The Company will provide a reasonable estimate of the delivery date to customer when the Company provides an Order Acknowledgement. The Company shall take reasonable steps to meet the delivery estimate, however circumstances beyond the control of the Company can cause additional unexpected delays. Customer shall not be entitled to cancel or change the terms of its Purchase Order arising from such delays unless such delays are caused by negligence of the Company.

15 Variation The terms and conditions of this Service Agreement can only be varied in writing by a Director of Dial Art (P.C.) Limited.