

Braemac Limited GENERAL TERMS & CONDITIONS OF SALE (EDITION 20.3.2024)

1. Interpretation

- 1.1 In these conditions "Seller" means Braemac Limited and any other Company that is a Related Company to Braemac in accordance with the Companies Act 2006 and whether acting as trustee of a trust or in its own capacity and being the entity named as the Seller or Supplier in the Quotation and the Purchase order. "Buyer" means the person, body, firm or company with whom the Seller enters into a contract for the sale of goods and/or the supply of services.
- 1.2 These terms and conditions of sale apply to all contracts of sale entered into by the Seller and supersede and prevail over all terms and conditions which may be contained in any customer purchase order or in sales confirmation or otherwise.
- 1.3 Typographical and clerical errors are subject to correction and revision.
- 1.4 These conditions bind the Seller, the Buyer and their respective successors and assigns.
- 1.5 Words importing persons shall include companies and words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively and words importing the masculine gender shall include all genders as the case may require.
- 1.6 A reference to writing includes email and other communication established through the Seller's website (if any).
- 1.7 "Goods" means any goods supplied by the Seller including those supplied in the course of providing services.
- 1.8 "Green requirements" means any requirements that goods or services comply with specified standards to minimize harmful environmental effects.
- 1.9 "VAT" means the goods and services tax payable.
- 1.10 "Order" means a purchase order for goods or services placed by a Buyer in response to a Quote and as varied in writing from time to time by the parties.
- 1.11 "Quote" means a description of the Goods or Services to be provided by the Seller, whether in writing or oral, an estimate of the Seller's charges for the supply of the Goods or performance of the required Services and an estimate of the time frame for the delivery of the Goods or performance of the Services.
- 1.12 "RoHS" means the directive of the restriction of the use of certain hazardous substances in electrical and electronic equipment adopted in February 2003 by the European Union.
- 1.13 "Services" means the services to be provided by the Seller to the Buyer in accordance with these Terms and conditions of trade.

2. Quotation and Purchase Order

- 2.1 Any quotation given by the Seller is a mere invitation to treat and does not constitute a contractual offer and the Seller reserves the right to vary or withdraw a quotation at any time.
- 2.2 Once the Seller has sent to the Buyer an acknowledgment of the acceptance of the purchase order the Buyer may not alter or modify the purchase order without the written consent of an authorised employee of the Seller.
- 3. Payment of Price**
- 3.1 Unless specifically stated otherwise all prices are expressed net of any applicable freight and insurance charges, VAT and customs duty which shall be added to the amount to be paid by the Buyer.
- 3.2 All prices of imported goods quoted are based on the FOB price of the Seller's supplier and the rates of exchange, freight, insurance and customs duty ruling at the date of quotation. The quoted prices may be varied by the same amount by which the Seller's actual costs have been varied as a result of any change in the said rates.
- 3.3 Subject to clause 3.4 all accounts are on a COD basis and all goods and services shall be paid for before they are supplied.
- 3.4 If the Buyer has an approved credit account with the Seller the goods and services supplied must be paid for within thirty (30) days of the date of invoice or thirty (30) days from the date of shipment whichever occurs first. Where the Buyer is overdue with any payment or the Seller is in receipt of credit reference, which it regards as unsatisfactory, then the Seller reserves the right to change the Buyer to a COD account.
- 3.5 Each consignment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.
- 3.6 Without prejudice to any other remedy the Seller reserves the right to charge a default charge on any overdue payment at an annual rate equal to 2% above the rate notified by Barclays Bank, from time to time as being that Bank's Indicator Lending Rate.
- 3.7 Failure to pay any invoice within the stated terms may result in the account being referred to our debt collection agency for further action, any cost incurred in recovering the debt amount, including but not limited to collection costs, legal action, mercantile agent fees and solicitors costs (on a full indemnity basis) will be payable by the Buyer.

4. Value Added Tax (VAT)

The Seller quotes prices exclusive of VAT. Unless the Buyer provides the Seller with an authorised tax exempt certificate, VAT will be added to invoices.

5. Passing of Risk and Property

- 5.1 Risk in the goods passes to the Buyer when the goods are loaded at the Seller's premises for delivery to the Buyer. Risk of loss in transit is the responsibility of the Buyer.
- 5.2 The Seller shall retain title to the goods until it has received payment in full for them. Goods belonging to the Seller which have not been paid in full shall be stored by the Buyer so that they are identifiable as such. The fact that the Seller retains title to the goods until they have been paid for shall not affect its right as an unpaid Seller or the passing of the risk of the goods to the Buyer pursuant to clause 5.1. Furthermore if payment is overdue, or the Buyer enters into bankruptcy, liquidation, administration, a composition with its creditor, has a receiver or manager appointed over all or any of its assets or becomes insolvent the Seller shall be entitled without prejudice to any other remedy, to repossess goods belonging to it and to enter any premises of the Buyer (or the premises of any associated company or agent where the goods are located) without notice for this purpose without liability for trespass or any resulting damage.

6. Transport

- 6.1 The Buyer shall make its own transport arrangements. Where the Buyer fails to make transport arrangements the Seller can:
- (a) For deliveries within the metropolitan area of mainland state capital cities, use a freight service of its own choosing and add a standard freight charge to the invoice;
- (b) For deliveries outside these areas, the Goods will be despatched freight on, or charged to the Buyer on the Seller's invoice.
- 6.2 The Seller is not responsible to the Buyer or any person claiming through the Buyer, for any loss or damage to Goods in transit caused by any event of any kind or by any person (whether or not the Seller is legally responsible for the actions of that person).

7. Delivery Time

- 7.1 Delivery dates are estimated in good faith by the Seller and are not of the essence of the contract.
- 7.2 Under no circumstances will the Seller be liable for damages (including consequential, special and incidental Damages) for failure to deliver or delay in delivery howsoever occasioned.
- 7.3 The Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.
- 7.4 If delivery is in instalments delay in delivery of any instalments shall not relieve the Buyer of its obligation to accept the remaining deliveries.
- 7.5 In the event of any happening beyond the Seller's reasonable control in consequence of which the Seller cannot effect consignment by the time or times quoted or specified the Seller shall be entitled to consign part only of an order, suspend consignment or extend time for consignment for the period during which such cause of delay operated or may cancel the order and in the event of such suspension, extension or cancellation the Seller shall not be liable for damages of any kind referred to in clause 7.2.

8. Minimum Order

- 8.1 The minimum order value and the minimum order quantity per line item that the Seller will accept are indicated in the Seller's quotation, where less than minimum quantities are ordered the Seller will automatically increase the quantity to meet minimum levels.
- 8.2 Where quantities are ordered which constitute broken pack sizes, those quantities will be increased to the next highest unbroken pack size.

9. Claims

- 9.1 The Buyer must inspect all goods supplied upon delivery. The Seller will not be liable for any shortages and other errors in delivery unless the Buyer submits a claim in writing to the Seller within seven (7) days of the delivery to which the claim relates.
- 9.2 Goods cannot in any circumstances be returned to the Seller.

- a. Without the prior written consent of an authorised employee of the Seller: and,
b. Unless accompanied by a delivery document showing the Seller's Return Materials Advice number.

- 9.3 Whilst the Seller will take all reasonable steps to ensure that all goods supplied to the Buyer comply, where possible, with RoHS, Lead-free or Green requirements, the Seller makes no warranty or promise in this regard and will not be liable to the Buyer on any account whatsoever in the event that the goods do not so comply.

10. Warranty

- 10.1 All goods are supplied by the Seller to the Buyer on an "as is" basis without any warranty of any kind. However the Seller shall assign to the Buyer in so far as it is able to do so the benefit of any condition, warranty or guarantee express or implied in the Seller's contract with its own supplier
- 10.2 Subject to clause 10.3, clause 10.1 sets forth the full extent of the Seller's obligation and liability to the Buyer with respect to the goods and services supplied and all terms, conditions warranties and representations that might otherwise be implied by statute or otherwise are hereby excluded.
- 10.3 Certain legislation imply warranties or conditions or impose obligations upon the Seller which cannot be excluded, restricted or modified except to a limited extent. These conditions must be read and construed subject to such statutory provisions. Where such statutory provisions apply to the extent to which the Seller is entitled to limit its liability then its liability shall be limited at its option to:-
- a. In the case of a supply of goods:
- (i) The replacement of goods or supply of equivalent goods;
 - (ii) The payment of the cost of replacing goods or acquiring equivalent goods;
 - (iii) The payment of the cost of having the goods repaired; or
 - (iv) The repair of the goods; and
- b. In the case of service:
- (i) The supply of the services again; or
 - (ii) The payment of the cost of having the services supplied again.

11. Limitation of Liability

To the extent permitted by law and subject only to any exceptions contained in these terms and conditions the Seller will under no circumstances be liable in any way whatsoever to the Buyer for any form of loss, damage or expense sustained or incurred by the Buyer or any other party, or for which the Buyer may be liable, in consequence of or resulting directly or indirectly out of the supply of the goods or services by the Seller, the use or performance thereof, any breach by the Seller of any provision of any contract incorporating these terms and conditions or the negligence of the Seller.

12. Disclaimer Where Specifications Available

- 12.1 Despite any law or rule or any other provision of these terms and conditions to the contrary, if the specification for any Goods or Services supplied by the Seller to the Buyer can be obtained from the Seller, the manufacturer or the supplier to the Seller of the Goods or Services (including where such specification are available from the manufacturer's or supplier's website), then the Buyer will have no claim or action of any kind against the Seller on account of the fact that the Goods or Services are, or are alleged to be, unsuitable for the purpose for which they are intended as a consequence of the specifications for the Goods or Services being inadequate for such purpose, irrespective of whether the Seller was aware or ought to have been aware of such purpose, and the buyer shall in all cases be taken to have satisfied itself, prior to ordering the Goods or Services, of their adequacy, suitability or fitness for such purpose.

13. Purchase from Nominated Supplier or Manufacturer

- 13.1 If the Seller has, at the request of the Buyer, agreed to acquire any Goods (including components for incorporation into other Goods) from a third party supplier nominated specific Goods or components by description, then the Buyer acknowledges and agrees that the Seller has only agreed to do so strictly on the following additional terms and conditions:
- (a) The Buyer agrees to purchase the Goods without any warranty or representation of any kind in relation to the quality or merchantability of the Goods nor as to the fitness of the Goods for the purpose for which they are intended.
- (b) The Buyer agrees to accept the Goods in the condition in which they are supplied and releases the Seller absolutely and holds the Seller harmless from any claims, actions and suits of any kind including for legal expenses arising directly or indirectly from the supply of the Goods by the Seller to the Buyer and the Buyer indemnifies and agrees to keep indemnified the Seller from any such claims, actions and suits including for legal expenses that may be made against the Seller by a third party claimant.
- (c) The Buyer acknowledges and agrees that this release may be pleaded by the Seller in defence of any such action, claim or suit brought by the Buyer against the Seller and shall act as an absolute bar to any such proceedings.
- (d) The Buyer agrees to take out and keep current at all times a Product Liability Insurance Policy in respect of the Goods with a reputable UK insurer for not less than £20 Million and that the interest of the Seller shall be noted on such policy.

14. Proper Law and Jurisdiction

- 14.1 This agreement shall be governed by the Law of UK and all contracts for the supply of Goods shall likewise be governed by and construed in accordance with the Laws of UK.

15. General

- 15.1 If any provision of these terms and conditions at any time is, or becomes void, voidable or unenforceable the remaining provisions will continue to have full force and effect.
- 15.2 Headings are included for ease of reference and do not form part of or effect interpretation of these conditions.
- 15.3 These terms and conditions and any Quotes or Orders and written variations agreed to in writing by the Seller represent the whole agreement between these parties relating to the subject matter of these terms and conditions.
- 15.4 A notice or other communication required or permitted to be given by one party to another must be in writing to the address shows on a Quote and delivered personally, sent by pre-paid post to the addressee specified in the relevant Quote; sent by facsimile transmission to the facsimile number of the addressee specified in the relevant Quote, with acknowledgement of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- 15.5 A notice or other communication is taken to have been given (unless otherwise proved) if mailed on the second Business Day after posting; or if sent by facsimile or email before 4pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

16. Sales Restrictions

- 16.1 The Seller does not sell electronic components to countries, organizations and individuals that have been banned or embargoed by the governments of Australia, EU and USA. This applies specifically to those known to be engaged in the manufacture of weapons of mass destruction and other warfare applications. Accordingly, the Seller's sales force endeavours to establish the potential customers' intended applications and take steps to decline sales and black list customers and/ or countries recognized engaging in such applications. The Seller does not sell electronic components to countries, organizations and individuals that have been banned or embargoed by the governments of Australia, the EU, and the USA. This applies specifically to those known to be engaged in the manufacture of weapons of mass destruction and other warfare applications. Accordingly, the Seller's sales force endeavours to establish the potential customers' intended applications and take steps to decline sales and black list customers and/ or countries recognized engaging in such applications.
- 16.2 The Buyer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied by the Seller that fall under the scope of Article 12g of Council Regulation (EU) 833/2014 ("Article 12g"). In addition, the Buyer shall maintain a monitoring mechanism to detect conduct by third parties and resellers that may circumvent Article 12g or these Terms and Conditions and shall use its best efforts to ensure that such parties do not attempt circumvention. Any violation of this requirement shall constitute a material breach of an essential element of these Terms and Conditions and the Seller shall be entitled to seek appropriate remedies, including but not limited to termination of business. The Buyer agrees to inform the Seller of any breach of this section, including activities of third parties that attempt to circumvent Article 12g.