| 9 | Termination Technology Ltd <i>Quality and Service</i> | Terms of Sale | Ref | D-37 |
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1. Pricing & Order Acceptance

- 1.1 Prices and lead times illustrated above are based on current stock availability and may be subject to change.
- 1.2 Purchase orders placed with and accepted by Termination Technology Ltd (Here onwards referred to as TT) cannot be cancelled without prior written agreement.
- 1.3TT will not agree to the payment of any penalties whatsoever.
- 1.4 Prices will be guaranteed for a minimum of 30 days.
- 1.5 Now Ferrous Metal products are subject to Line Rates.

2. Handling, Deliveries & carriage

- 2.1 Next working Day Mainland carriage is paid on all orders 'GREATER THAN £100.00 ex VAT'
- 2.2Next working Day Mainland carriage is £8.50 per orders 'LESS THAN £100.00 ex VAT'
- 2.3 Delivery & carriage terms are based upon the supply of all goods against one purchase order. Split orders/shipments may attract additional costs.
- 2.4 TT will not be held responsible for any delays to deliveries or loss of goods due to carriers or adverse weather conditions.

3. New Customers

3.1 TT will conduct two credit check prior to credit term being approved.

4. Damage, Shipping Discrepancies & Credit Terms

- 4.1 Payment terms are strictly 30 net monthly from the date of invoice unless otherwise agreed in writing.
- 4.2TT MUST be notified in writing of any damage to goods or shipping discrepancies (i.e. shortages) upon receipt of the goods. Within 24hours.

5. Governing Law

5.1 This agreement shall be governed by and interpreted according to the law of England & Wales. All disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English & Welsh courts.

6. Third-Party Rights

6.1 No-One other than TT and yourselves have the right to enforce any parts of this agreement.

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7. Warranty

- 7.1 TT warrants to business customers that the products purchased from us will -
- a. Conform in all material respects to any applicable specification of such products issued by us; and
- b. Be free from material defects in materials and workmanship for a period of 1 year from the date of delivery of the products.
- 7.2 TT will not be held liable if:
 - a. You make any further use of the goods after giving notice to us.
 - b. The defect arises as result of us following any drawing, design or specification supplied by you.
 - c. You alter or repair the goods without our written consent.
 - d. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

All Products shall Remain the Property of TT until Full Payment is Received.