

# **Terms & Conditions of Business of Colsan Microelectronics Limited**

## **1 Definitions**

In these terms and conditions, unless the context requires otherwise;

- 1.1 **“Colsan”** means Colsan Microelectronics Limited (Company Registration Number 02665585) of Unit 1, Ancells Court, Rye Close, Fleet, Hampshire, ENGLAND (“Colsan”);
- 1.2 **“Conditions”** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by Colsan;
- 1.3 **“Customer”** means the person who buys or agrees to buy the Goods from Colsan;
- 1.4 **“Delivery Date”** means the date specified by Colsan when the Goods are to be delivered;
- 1.5 **“Goods”** means the items which the Customer agrees to buy from Colsan;
- 1.6 **“Price”** means the price for the Goods excluding carriage, packing, insurance and VAT.

## **2 Conditions Applicable.**

- 2.1 These conditions shall apply to all contracts for the sale of Goods by Colsan to the Customer to the exclusion of all other terms and conditions

including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase goods pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Colsan.

### **3 Price and Payment**

3.1 The Price shall be Colsan's quoted price. The Price is exclusive of VAT which shall be due at the rate in force on the date of Colsan's invoice.

3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank Plc's base rate from time to time in force.

### **4 The Goods**

4.1 The quantity and description of the Goods shall be set out in Colsan's quotation.

## **5 Warranties and liability**

- 5.1 Colsan warrants that the Goods supplied will at the time of delivery correspond to description by Colsan. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods whether expressed or implied by the statute or common law or otherwise are excluded to the full extent permitted by law.

## **6 Delivery of the Goods**

- 6.1 Delivery of the Goods shall be made to the Customer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Customer. The Customer shall make all arrangements to take delivery of the goods whenever they are tendered for delivery. Time shall not be of the essence for the delivery of the Goods.

## **7 Acceptance of the Goods**

- 7.1 The Customer shall be deemed to have accepted the Goods 24 hours after delivery to the Customer.
- 7.2 After acceptance the Customer shall not be entitled to reject the Goods which are not in accordance with the contract.

## **8 Title and Risk**

- 8.1 Title to the Goods shall not pass until payment by the Customer in full for the Goods, whether or not delivery has been made.
- 8.2 Risk shall pass on delivery of the Goods.

9      **Remedies of the Customer**

9.1      Where the Customer rejects any goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by Colsan to supply Goods which conform to the contract of sale.

9.2      Where the Customer accepts or has been deemed to have accepted any Goods then these shall have no liability whatsoever to the Customer in respect of those Goods.

9.3      Colsan shall not be liable to the Customer for late delivery or short delivery of the Goods.

10      **Proper Law of Contract**

11      This contract is subject to the laws of England and Wales