

Terms & Conditions of Sale

All Goods and Services supplied by Team Manufacturing Services are supplied subject to the following Terms and conditions:-

Definitions

In these terms and conditions of sale, the following words shall have the following meanings:-

"the Company" shall mean Team Manufacturing Services

"the Buyer" shall mean the person, company, partnership or organisation who buys or who agrees to buy the Goods as defined in the next paragraph.

"the Goods" shall mean all or any of the products and/or services which are the subject of a contract between the Company and the Buyer.

General

Unless otherwise agreed in writing by Team Manufacturing Services, these conditions only shall apply to and govern all contracts for sale and supply of Goods. Any other conditions issued by the Buyer, whether before or after it has notice of these conditions, shall be disregarded.

Acceptance and Price Variations

All prices quoted exclude Value Added Tax which will be added to all invoices at the current rate. Quotations are normally valid for a maximum of 30 days from the date of quotation. Prices quoted are subject to change without notice to meet increases beyond the control of the Company.

Delivery and Packing

Schedules of delivery are estimates only. Lead times quoted are in working days and exclude weekends and bank holidays. The Company will use its best endeavours to deliver at times stated but shall not be liable for any delays occasioned by causes beyond its control. Goods shall be deemed to be delivered when handed to the carriers. Packing will be to the Company standard unless otherwise specified and paid for by the Buyer. The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

Specifications

It is the Buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences and to satisfy itself that specifications are correct. Goods described in the Company catalogues or elsewhere are subject to a continuing process of technical change and development, and it is therefore understood and agreed by the Buyer that Goods supplied may not comply in all respects with the technical specifications described in the Company catalogues or elsewhere.

Free Issued Components

Free issued components will be checked against the Bill of Materials upon receipt, but will not be quantity counted unless previously agreed in writing.

Assembly production will not commence until all free issued components have been received or at the discretion of TMS.

All TMS quotations assume that 5% additional components will be provided as spares on all components sized 1206 and under. TMS strongly recommend the free issue of a spare quantity of any larger components to avoid production delays through component defects or miscounts. TMS will include any surplus free issued components in the completed order delivery/collection if requested.

All TMS quotations assume that all 1206 or smaller SMT components with a quantity greater than 150 to be supplied either on reels or with a tape leader suitable for pick & place machines (contact TMS for details).

Once production commences and at the discretion of TMS, any delays caused by problems associated with free issued components may incur a charge of £25 per hour until rectified. Alternatively, a production halt of up to 2 working days can be requested with a re-start charge of £75. Longer delays will be charged at an additional £50 per day up to a total maximum of 5 working days when it will be taken out of production and returned to stores. To re-start production from stores will incur the standard production set-up charge of £100.

Work Test Inspection and Certificates

Test certificates may be provided upon request and at the expense of the Buyer against specific orders.

Indemnities

The Buyer warrants that manufacture to his order will not involve the Company in the infringement of patent, registered design or trademark or other rights and will indemnify the Company against all claims, costs and expenses incurred by any such infringement.

Title to Goods

Risk in the Goods passes to the Buyer on delivery but title remains vested in the Company so long as any sum due to the Company, on whatever grounds, is unpaid. The Buyer agrees that the Company in seeking to exercise its rights under this clause may at any reasonable time enter the Buyers premises and remove the Company Goods.

Loss or Damage

Any shortage of delivery or damage to Goods must be notified to the Company in writing within 3 days of delivery of the Goods. Non-delivery must be notified in writing within 7 days of receipt of delivery advice. The liability of the Company shall be limited to the repair of damaged Goods and the replacement of non-delivered Goods provided written notice is given by this clause. Defects in Goods delivered shall not be grounds for cancellation by the Buyer of the remainder of any order or contract.

Payment

Payment is strictly 30 days net and is due 30 days from the end of the month following the month of the invoice date. The Company reserves the right to charge Statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which payment is made including any period after the date of any judgement or decree against the Buyer. In addition each overdue invoice will attract a late payment compensation fee of £40. Deliveries will be suspended as a result of late payment.

Warranties and Liabilities

Save as herein set out all express of implied conditions, representations and warranties as to quality and fitness of the Goods or otherwise are expressly excluded. The Company will, at its option, repair or replace Goods found to be defective due to defective tools or workmanship, excluding fair wear and tear or faulty materials, for a period of 12 months from the date of delivery provided:

a) In the case of any defect discoverable upon reasonable examination that notification is given to the Company within 14 days from the date of delivery.

b) The Goods are returned at the Buyers cost if return is requested by the Company, within 14 days of notification of the defect.

Consequential Damages

Compensation for any claim for consequential damage resulting from the correct use of defective Goods supplied by the Company will be limited to the value of the defective Goods.

Safety Instructions

The Company accepts no liability for personal injury arising from wrongful or misuse of its products. The Buyer shall ensure that the Goods are used safely and without risk to health.

Force Majeure

The Company will be released from all liability to the Buyer if the performance of the contract is delayed or prevented by any cause whatsoever beyond the Company control.

Cancellation

The Company shall be entitled to suspend or cancel deliveries and/or work under any contract between the Company and the Buyer if any payment due from the Buyer is not made on its due date. Orders once placed by the Buyer cannot be cancelled nor may products be returned for credit.

Disputes

Any dispute arising between the Buyer and the Company under these terms and conditions shall be determined by English Law.