

HAAS AUTOMATION LTD. TERMS AND CONDITIONS OF SALE—MACHINES & ACCESSORIES.

UKRI -2298 Axis accessory for HAAS mill

HAAS QUOTATION REFERENCE 1890453

1. DEFINITIONS.

- 1.1. "The Seller" means HAAS AUTOMATION LTD. the registered office of which is at Convent Road Norwich, Norfolk. NR2 1PA.
- 1.2. "The Buyer" means the person who agrees to buy the goods from the Seller
- 1.3. "The quotation" means a written quotation for goods supplied by the Seller to the Buyer.
- 1.4. "The purchase order" means the Buyer's confirmation of acceptance of the quotation.
- 1.5. "The Conditions" means the terms and conditions of sale set out hereunder and endorsed on the quotation and the Sellers order confirmation and invoices and any special terms and conditions agreed in writing by the Seller with the Buyer.
- 1.6. "The order confirmation" means the form of acceptance delivered by the Seller to the Buyer on receipt of the purchase order containing details of the Seller, Buyer, goods to be supplied, price, delivery and payment.
- 1.7. "The delivery date" means an estimate of the date of delivery.
- 1.8. "The goods" means the articles which the Buyer agrees to buy from the Seller specified in the order confirmation.
- 1.9. "The price" means the price for the goods including or excluding carriage packaging insurance and V.A.T. specified in the order confirmation.
- 1.10. "The invoice" means the invoice rendered by the Seller to the Buyer for the goods setting out details of the goods and the price.

2. CONDITIONS.

- 2.1. These conditions shall apply to all Contracts for the sale of goods by the Seller to the Buyer and are deemed to have been accepted upon placement by the Buyer of a purchase order or payment of deposit to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to imply under any purchase order, confirmation of order or similar document.
- 2.2. On request the Seller will submit to the Buyer a quotation (adjusted for currency fluctuations if applicable) and the Seller will hold the price quoted for a period of 7 days from the date thereof.
- 2.3. If the Buyer wishes to proceed with the purchase of the goods the Buyer shall confirm its purchase order together with its required delivery date within the said period of 7 days.
- 2.4. The Contract between the parties is concluded on the issue by the Seller of the order confirmation.
- 2.5. Any variations to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of the Seller.
- 2.6. For the avoidance of doubt nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.

3. THE PRICE AND PAYMENT.

- 3.1. The price shall be the price plus Value Added Tax which shall be due at the rate ruling on the date of the Sellers invoice.
- 3.2. The Buyer will pay to the Seller the Full Price and Value Added Tax on delivery of the Goods to Buyers nominated site. If the Buyer does not conclude full payment within 30 days of the agreed payment date, the Seller at its option may consider the contract repudiated and will be entitled to enter onto premises where goods are held and recover any goods for which full payment has not been made.
- 3.3. Interest ("interest") on the price shall accrue from the date when payment becomes overdue from day to day until payment at a rate of 4% above the base lending rate of Barclays Bank Plc from time to time in force and shall accrue at such rate after as well as before any judgment.

4. THE GOODS

The quantity and description of the goods shall be as set out in the Order Confirmation.

5. WARRANTIES AND LIABILITIES

- 5.1. The Seller warrants that the goods will at the time of delivery correspond so far as possible to the description given by the Seller in its order confirmation and will be of satisfactory quality and should the goods prove to be defective within a period of one year (or other such term as stated in the Sellers quotations or confirmations) from the date of delivery then providing such defect shall have been notified to the Seller in writing and not have been caused by the Buyer's misuse or mistreatment of the goods or failure by the Buyer to maintain them in accordance with the Seller's recommendations or resulting from wear and tear and subject to the defect falling within the terms of the sellers general statement of warranty the Seller will put right at its expense the defect in the goods provided that all other conditions or terms relating to fitness for purpose satisfactory quality or condition of the goods whether implied by statute or common law or otherwise are hereby excluded and the Seller's liability shall not extend to any consequential loss of any kind whatsoever beyond its responsibility to put right the defect in the goods within the said period of one year (or other such term as stated in the Sellers quotations or confirmations) and the Seller shall be under no further obligation to extend this guarantee in respect of any replacement parts or goods supplied either during or following the expiration of the term of warranty.
- 5.2. If the Seller supplies goods which are secondhand or reconditioned then all terms and conditions of the warranty expressed or implied by statute trade custom or usage as to the quality description and condition of the goods are hereby expressly excluded and the Buyer must satisfy itself and is deemed to satisfy itself by placing an order that the goods are of satisfactory quality and fit for its purpose.
- 5.3. Save for personal injury loss or death the Seller accepts no responsibility for any loss of any nature whatsoever including but not limited to any consequential loss economic loss including loss of profit arising from any defect in the goods or breach of condition, term, warranty or representation.
- 5.4. Any representations are a guide as to performance only and are not binding on the Seller, and the Seller will not be liable if the goods do not perform in accordance with the guidelines supplied in good faith by the Seller.

6. DELIVERY OF GOODS

- 6.1. Delivery of the goods shall be made to the address of the Buyer stated on the order confirmation on the delivery date or as soon as practicable thereafter and time shall not be of the essence of this Contract.
- 6.2. The cost of carriage packaging and insurance of the goods in transit shall be as specified in the order confirmation.

7. STORAGE AND DEFERRED DELIVERY.

In the event that the Buyer does not for any reason whatsoever accept delivery of the goods within seven days after the goods have become available for delivery and the Buyer has been notified thereof then the Seller shall be entitled to store the goods for the Buyer and to make a charge for storage of 1.5% per month of the price (plus interest if applicable) of the goods until delivery takes place provided that if the Buyer will not accept delivery within 30 days of the Seller being in a position to deliver the

goods the Seller may at its discretion rescind the Contract to sell the goods and the Buyer shall pay to the Seller all and any losses suffered by the Seller together with interest the said storage charge and expenses incurred by the Seller in connection with the resale.

8. ACCEPTANCE OF GOODS.

- 8.1. The Buyer shall be deemed to have accepted the goods 5 working days after delivery to the Buyer.
- 8.2 After acceptance the Buyer shall not be entitled to reject the goods if they are not in accordance with the Contract.

9. TITLE AND RISK.

- 9.1. Title in the goods shall pass to the Buyer not on delivery but on payment of the price together with Value Added Tax and all and any other monies due to the Seller under the terms of these conditions. 9.2. The risk shall pass on delivery of the goods to the Buyer or on passage of title whichever is the sooner.
- 9.3. Until property in the goods passes to the Buyer in accordance with clause 9.1, the Buyer shall hold the goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 9.4. The Seller shall be entitled to recover the price (plus Value Added Tax) notwithstanding that property in any of the goods has not passed from the Seller.
- 9.5. Until such time as property in the goods passes from the Seller the Buyer shall upon request deliver up such goods to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the goods are situated and repossess the goods.
- 9.6. The Buyer shall not pledge or in any way charge by the way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.7. The Buyer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Seller until the date that property in the goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

10. REMEDIES OF THE BUYER.

- 10.1. The Buyer is entitled to reject the goods on the grounds they do not correspond with the description given by the Seller in the order confirmation or are not of satisfactory quality but only if the Buyer does so in writing and addressed to a Director of the Seller at its registered office address at Convent Road, Norwich, NR2 1PA within 5 working days of delivery and thereafter, all rights to reject the goods are lost.
- 10.2 Where the Buyer rejects the goods the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Seller to supply goods which conform to the Contract of Sale.
- 10.3 Where the Buyer accepts or has been deemed to have accepted the goods then the Seller shall have no liability whatever to the Buyer in respect of those goods other than under clause 5.1.
- 10.4. The Seller shall not be liable to the Buyer for late delivery or short delivery of goods.

11. FORCE MAJEURE.

The Seller shall be entitled to rescind the Contract (without liability) and to return any deposit paid by the Buyer in the event that the Sellers performance of the Contract is hindered or prevented by strikes or other trade disputes riots war (declared or undeclared) acts of civil insurrection fire flood accident or other cause beyond the control of the Seller preventing it from performing the Contract.

12. USE OF INFORMATION

- 12.1 Any personal data the Seller collects from the Buyer is processed in line with our privacy policy which is available to view on our website (<http://www.haas.co.uk>) but will not be used without written authority from Buyer.
- 12.2 From time to time the Seller may use video or other electronic media and/or interview statements from customers in its publicity materials which will not be used without written authority from Buyer. Particular details of work carried out between the Buyer and the Seller will not be included. There are instances where we may take photographs or make video reproductions of a machine at the Buyers premises in order to assist with diagnosing and resolving a fault. These images or video reproductions may also be shared with employees of the Seller and in some instances, employees of Haas Automation, Inc. We shall assume you are happy for us to use this approach unless you tell us otherwise.

13. GENERAL

- 13.1 Each of the terms and conditions contained herein are entirely separate and independent terms and conditions, despite the fact that they may be contained in the same phrase, and if any term or condition or part of a condition or term is found to be unenforceable, the remaining terms and conditions will remain valid and enforceable.

14. REGULATED ACTIVITY

- 14.1. Haas Automation Ltd is an introducer appointed representative of Haas Financial Services. Haas Financial Services is a trading name of Asset Financial Services Ltd and Asset Financial Engineering Ltd. Asset Financial Services Ltd is an appointed representative of AFS Compliance Ltd, which is authorised and regulated by the Financial Conduct Authority No. 625035. Asset Financial Services Ltd is a franchisee of Asset Finance Solutions (UK) Ltd. Asset Financial Engineering Ltd is an appointed representative of Jeff Insurance Brokers Ltd. Jeff Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Not all products and services offered are regulated by the FCA (for details see marshcommercial.co.uk/info/terms/). Registered in England and Wales number 0837227. Registered office: 1 Tower Place West, London EC3R 5BU.

15. PROPER LAW OF CONTRACT.

The Contract is subject to the Law of England and Wales and the exclusive jurisdiction of the English Courts.

SIGNATURE _____

FOIA Section 40 Personal Information, FOIA

DATE: 12 JULY 2022

ON BEHALF OF UKRI _____

FOIA Section

FOIA Section 40 Personal Information.

DATE: 14.07.2022