



MERLIN CIRCUIT TECHNOLOGY LTD

Terms and Conditions of Sale

1. Definitions and Application

1.1 In these Conditions:

Company means *Merlin Circuit Technology Ltd.*

Buyer means the person, firm, or company placing an order for Goods.

Goods means goods supplied by the Company to the Buyer.

Conditions means these Terms and Conditions of Sale.

1.2 These Conditions apply to all quotations, orders, and contracts for the sale of Goods by the Company and shall prevail over any terms or conditions of the Buyer, whether or not such terms are referenced in the Buyer's order.

1.3 No variation to these Conditions shall be binding unless agreed in writing and signed by a Director of the Company.

1.4 The placement of an order by the Buyer constitutes acceptance of these Conditions.

2. Quotations

2.1 Quotations and tenders issued by the Company are invitations to treat only and shall not be binding until the Company has issued written acceptance of the Buyer's order.

2.2 Unless otherwise stated in writing, quotations are valid for thirty (30) days from the date of issue.

3. Prices

3.1 Prices are exclusive of Value Added Tax (VAT), which shall be charged at the rate applicable on the date of the invoice.

3.2 Prices may be revised prior to acceptance of an order or where costs change due to factors beyond the Company's reasonable control, including but not limited to changes in material costs, labour, transport, exchange rates, regulatory requirements, or supply chain disruption.

4. Carriage and Delivery Terms

4.1 Carriage charges are excluded from the price of the Goods unless otherwise agreed in writing. The Company shall charge the Buyer for the cost of carriage.

4.2 **United Kingdom deliveries:** Unless otherwise agreed in writing, delivery shall be made DAP (Delivered At Place) to the Buyer's nominated delivery address, Incoterms® 2020.

4.3 **European Union and export deliveries:** Unless otherwise agreed in writing, delivery shall be made DAP (Delivered At Place), Incoterms® 2020. The Buyer shall be responsible for all import duties, VAT, customs clearance charges, and compliance with local import regulations.

4.4 Risk in the Goods shall pass to the Buyer in accordance with the applicable Incoterm, notwithstanding that title has not yet passed.

5. Delivery

5.1 Any delivery dates stated are estimates only and shall not be of contractual effect.

5.2 The Company shall not be liable for failure to deliver by any estimated date, nor shall such delay entitle the Buyer to cancel the contract unless the delay is material and unreasonable.

5.3 The Company reserves the right to deliver the Goods in instalments.

5.4 The Buyer shall inspect the Goods on delivery and notify the Company:



- within three (3) days of delivery of any apparent damage or shortage; and
- confirm such notification in writing within seven (7) days of delivery.

5.5 If the Buyer fails or refuses to accept delivery, the Company may invoice the Buyer in full and dispose of the Goods at its discretion.

6. Payment

6.1 Unless otherwise agreed in writing, payment shall be due thirty (30) days from end of month (EOM) of invoice date.

6.2 Any credit terms granted may be varied or withdrawn by the Company at any time.

6.3 Interest shall accrue on overdue sums at the statutory rate in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, together with reasonable costs of recovery.

6.4 The Company may suspend delivery of any Goods or terminate any contract where the Buyer is in arrears.

7. Insolvency

If the Buyer becomes insolvent, is unable to pay its debts, enters administration or liquidation, or has a winding-up or bankruptcy petition issued against it, the Company may, without prejudice to any other rights: a) suspend or cancel performance and invoice for work completed and materials purchased; and b) demand immediate payment of all outstanding sums, whether or not previously due.

8. Title and Retention of Title

8.1 Title to all Goods supplied shall remain with the Company until payment in full (in cleared funds)

has been received for those Goods and for all other sums due from the Buyer.

8.2 Until title passes, the Buyer shall: a) hold the Goods as bailee for the Company; b) store the Goods separately and clearly identifiable as the property of the Company; c) keep the Goods in good condition and fully insured to their replacement value.

8.3 The Company may enter the Buyer's premises (or any third-party premises where the Goods are stored) to inspect or recover Goods to which it retains title.

9. Quality and Conformity

9.1 The Company shall supply Goods in accordance with the specification expressly agreed in writing at the time of order and shall maintain a quality management system appropriate to the nature of the Goods supplied.

9.2 The Company reserves the right to determine manufacturing processes, methods, and sub-suppliers unless otherwise agreed in writing.

9.3 No additional quality requirements, standards, or conditions shall apply unless expressly accepted in writing by the Company.

10. Design Changes and Obsolescence

10.1 The Company reserves the right to make changes to the design, materials, processes, or specifications of the Goods where required due to component obsolescence, supply chain constraints, or regulatory requirements, provided such changes do not materially affect form, fit, or function.

10.2 Where a material change is required, the Company shall notify the Buyer in writing.



11. Traceability and Records

11.1 Where agreed in writing, the Company shall provide traceability documentation to the level specified in the contract.

11.2 Unless otherwise agreed, production and quality records shall be retained for a minimum of ten (10) years from the date of delivery.

12. Right of Access

Where required by contract, the Company shall grant the Buyer, its customers, and relevant regulatory authorities the right of access to areas of the Company's premises and records directly related to the Goods supplied, subject to reasonable notice, confidentiality obligations, and health and safety requirements.

Such access shall not extend to commercially sensitive information unrelated to the Buyer's orders.

13. Non-Conforming Goods

13.1 The Buyer shall notify the Company in writing of any alleged non-conformity within a reasonable time of discovery.

13.2 The Company shall, at its option, repair, replace, or issue a credit for confirmed non-conforming Goods. This shall be the Buyer's exclusive remedy.

14. Counterfeit Parts

14.1 The Company shall take reasonable steps to prevent the supply of counterfeit or suspect counterfeit parts and shall procure materials through reputable supply chains where appropriate.

14.2 The Company shall not be responsible for counterfeit or suspect parts supplied, specified, or

mandated by the Buyer, unless otherwise agreed in writing.

15. Sub-Contracting

The Company may subcontract any part of the manufacture or supply of the Goods and shall ensure that applicable contractual and quality requirements are flowed down to sub-suppliers where relevant.

16. Confidentiality

All technical, commercial, pricing, and proprietary information disclosed by either party shall be treated as confidential and shall not be disclosed to any third party without prior written consent, except as required by law.

17. Force Majeure

The Company shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including shortages of materials, labour, transport, energy, acts of God, war, terrorism, industrial disputes, fire, flood, government action, or civil disturbance. Performance shall be suspended for the duration of such event.

18. Liability

18.1 Nothing in these Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.

18.2 Subject to clause 18.1, the Company shall not be liable for any indirect, consequential, or economic loss, including loss of profit, business, or goodwill.



18.3 The Company's total liability in respect of any claim shall not exceed the price paid for the Goods giving rise to the claim.

19. Waiver

No failure or delay by the Company to enforce any right shall constitute a waiver of that right.

20. Governing Law and Jurisdiction

These Conditions and any contract formed under them shall be governed by and construed in accordance with the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.