
STANDARD TERMS AND CONDITIONS

1. GENERAL

- 1.1 In these conditions, "the Company" means FifeX Ltd; "the Customer" means the person or organisation placing the order for goods or the person or organisation to whom the quotation is submitted by the Company; "the Goods" means the goods that are the subject of the Customer's order or the Company's quotation; "the Services" means any services that are the subject of the Customer's order or the Company's quotation.
- 1.2 A binding contract incorporating the following conditions shall arise between the Company and the Customer upon the Company's acceptance of the Customer's order, which will be provided in writing by the Company to the Customer.
- 1.3 Save as expressly agreed by the Company in writing, any terms and conditions contained or referred to in any purchase order or other document or communication issued or made by the Customer shall have no effect insofar as they purport to vary or are inconsistent with these Conditions and the Company shall not be deemed to have accepted any such terms or conditions by reason of its failure to object to the same.
- 1.4 The Company's quotation is merely an invitation for an order subject to these Conditions.
- 1.5 No person has the authority on behalf of the Company to vary any of these Conditions except a Director of the Company and then only in writing signed by such.
- 1.6 Once a binding contract arises between the Company and the Customer the Customer cannot cancel or vary the same except with the prior written consent of a Director of the Company and then only upon the Customer indemnifying the Company against any consequential loss of profit and any additional administrative and other costs incurred.
- 1.7 Any contract arising between the Company and the Customer in accordance with paragraph 1.2 and/or 1.4 shall be governed by and construed in accordance with Scottish law and the Company and the Customer subject to the exclusive jurisdiction of the Scottish Courts.

2. PRICE

- 2.1 Any price quoted by the Company for the Goods and/or Services is subject to revision by the Company should the Customer's specification change during the course of the contract. Specification changes must be submitted to the Company in writing.
- 2.2 Except where otherwise expressly stated by the Company in writing, any price quoted by the Company is ex. works, thereof exclusive of Value Added Tax (which shall be payable at the rate prevailing the tax point) and the cost of packaging and delivery.

3. PAYMENT AND INTEREST

- 3.1 Any payment schedule issued by the Company to the Customer must be adhered to wholly and implicitly.
- 3.2 The Goods and/or Services (and any instalment in the case of delivery in instalments) shall be paid for within thirty days of the date of the relevant invoice except where it has otherwise been agreed in writing between a Director of the Company and the Customer.
- 3.3 The Company shall be entitled to charge interest (accruing from day to day) at the rate of 6% per annum above the base rate for the time being on all sums overdue by the Customer hereunder and all such interest so charged shall be payable by the Customer to the Company on demand.

4. BESPOKE GOODS AND/OR SERVICES

- 4.1 During all phases of work, decisions relating to the completion of Goods and/or Services that have not been specified by the Customer prior to a quotation being submitted by the Company to the Customer will be made by the Company according to best practice. It is in the Customer's best interest to inform the Company, prior to a quotation being submitted by the Company to the Customer, of all and/or any

specific requirements as the Company will not take responsibility for the decisions made where specifications have not been agreed.

- 4.2 Drawings may be issued by the Company to the Customer. In the event drawings are issued by the Company to the Customer, it is in the Customer's best interest to notify the Company of any amendments. In the absence of such notice from the Customer, the Company shall deem the drawings acceptable and Goods and/or Services will be produced to drawing.
- 4.3 The Company will exercise commercially reasonable efforts to test Goods and/or Services requiring testing and to make all necessary corrections prior to providing the Goods and/or Services to the Customer. The Customer, within five (5) days business days of receipt of each Instalment, shall notify the Company, in writing, of any failure of such Instalment to comply with the specifications agreed prior to the quotation being submitted by the Company to the Customer, or of any other objections, corrections, changes or amendments the Customer wishes made to such Instalment. Any and all objections, corrections, changes or amendments shall be subject to terms and conditions of this Agreement. In the absence of such notice from the Customer, the Instalment shall be deemed acceptable.

5. CHANGES

- 5.1 The Customer may incur additional charges for all and any changes requested by the Customer to the original specification as provided in the quotation submitted by the Company to the Customer. Additional charges will be base on a time and materials basis. Such charges shall be in addition to all other amounts payable under the quotation, despite any maximum budget, contract price or final price identified therein. The Company may extend or modify any delivery schedule or deadlines as may be required by such Changes.
- 5.2 If the Customer requests or instructs Changes that amount to a substantial revision in the time required to produce the Changes and/or the materials required to produce the Changes, the Company shall be entitled to submit a new and separate quotation to the Customer. Work shall not begin on the Changes until a new order number is issued by the Customer, and, if required, deposit paid and cleared into the Company's bank account.

6. INTELLECTUAL PROPERTY

- 6.1 Except where otherwise expressly agreed in writing by the Company, all intellectual property developed during the course of a contract for the Customer, in whatever form, shall remain the exclusive property of the Company in perpetuity.
- 6.2 The Company shall be entitled to utilise any intellectual property developed during the course of a contract for the Customer and this can be used in any way whatsoever without restriction.
- 6.3 The Company licences the Customer to use the Goods and/or Services supplied. The licence is not transferable unless agreed in writing by the Company

7. CANCELLATION

- 7.1 Cancellation of any contract by the Customer will result in the Company seeking to recover all costs incurred during the course of the contract up to the date of cancellation.

8. DELIVERY

- 8.1 Any time or period for delivery given by the Company shall be given in good faith however the Company cannot be held liable for any delivery that is scheduled and the Company does not achieve the schedule due to delays beyond our control to include, but not limited to, the Customer not making required payments within the agreed schedule, the Customer not providing required details, payment processing delays or delays caused by the wholesaler or supplier of physical stock or services or any other third party we may rely on in order to complete.

- 8.2 The Company shall deliver the Goods and/or Services to the Customer either by post or by another carrier or by any other means as deemed suitable by the Company.
- 8.3 The Customer shall pay the cost of packaging and delivering the Goods and/or Services in addition to the purchase price of the Goods and/or Services unless otherwise agreed in writing between the Company and the Customer by a Director of the Company.
- 8.4 If the Customer fails to accept delivery of the Goods and/or Services the Company shall be entitled without prejudice to any other rights it may have to store the Goods and/or Services at the cost and risk to the Customer.
- 8.5 Any claim in respect of any loss or theft of or damage to the Goods and/or Services in the course of delivery shall be made by the Customer to the Company within five days of the receipt of the Goods and/or Services by the Customer.

9. INSTALMENTS

- 9.1 Except where otherwise expressly agreed in writing by the Company, the Company shall be entitled to deliver the Goods and/or Services by one or more instalments. Where the Goods and/or Services are delivered in instalments, whether at the Company's election or at the request of the Customer, each such instalment may be treated as a separate contract for the purpose of these Conditions and may be invoiced and paid for separately.
- 9.2 Where the Goods and/or Services are delivered to the Customer by instalments or over a period of time and the Customer has failed to pay on its due date any invoice for Goods and/or Services already delivered by the Company, the Company shall be entitled (without prejudice to any other rights it may have) to suspend delivery of further instalments of Goods and/or Services until all amounts outstanding to the Company from the Customer shall have been paid for or to terminate the contract in relation to the supply of Goods and/or Services to the Customer

10. TITLE TO THE GOODS

- 10.1 No legal or equitable property in the Goods and/or Services shall pass to the Customer until the Customer has paid in full all sums payable in respect thereof under these Conditions and all other sums due or owing by the Customer to the Company on any other account.
- 10.2 If the Customer fails to pay for the Goods and/or Services or any instalment thereof on the due date or if distress or execution is levied upon any of the Customers Goods and/or Services or if the Customer becomes insolvent or unable to pay its debts as they fall due or ceases or threatens to cease to carry on all or a substantial part of its trade or business or if the Customer makes an arrangement with or for the benefit of its creditors or convenes a meeting of its creditors or (being an individual) commits any act of bankruptcy or (being a limited company) has a receiver appointed of its undertaking or assets or any part thereof or goes into liquidation the Customer shall upon demand made orally or in writing by or on behalf of the Company and so long as any sums referred to in paragraph 8.1 remain unpaid deliver the Goods and/or Services and any new objects to the Company without any liability on the part of the Company for any damage or loss caused thereby.

11. FORCE MAJEURE

- 11.1 The Company shall not be liable to the Customer or incur any penalties for the failure to perform or for the delay in the performance of any of its obligations hereunder where such failure or delay is due wholly or in part directly or indirectly to causes beyond its control, or for any consequential loss of profits arising from them, and in any such circumstance, the Company may omit Goods and/or Services from, or cancel the Customers order or postpone delivery of the Goods and/or Services ordered by the Customer.