



CTS Automation Ltd

Vat Reg GB 7770561 07

Reg no 4326181



Machine Design & Build
Software Design
Robotic and Vision Systems
Panel Design & Build
Machine Refurbishment
Installation work
Test Gear and Conveyors



Mechanical pump repairs
Wash systems
Automatic doors
General industrial work
Sewerage Plants
Maintenance work
Plant Engineering

Tel/Fax. 0800 014 8049

Mobile. 07799640068

E-Mail enquires@ctsautomation.com

www.ctsautomation.com

CONDITIONS OF SALE

A. DEFINITIONS

1. "CTS Automation" means CTS Automation Ltd.
2. "The Goods" means any equipment, machinery, parts, spares, materials, software, and any goods and or services supplied by CTS Automation Ltd.
3. "Customer" means the person or company whose order for goods and or services has been accepted by CTS Automation Ltd.
4. "Conditions" means the standard terms and conditions set out in this document.
5. "Contract" means the written agreement for the supply of goods and or services.

B. THE CONTRACT, ORDER AND SPECIFICATION

1. No binding contract is created until the customer's order is accepted by CTS Automation Ltd in writing.
2. Typographical errors or other omissions in the acceptance of the order are subject to correction by CTS Automation Ltd without any liability on the part of CTS Automation Ltd.
3. These terms and conditions cannot be varied unless they are agreed in writing by an authorised representative of CTS Automation Ltd.
4. In the absence of any written agreement these Conditions shall be deemed to be the sole contract in force.
5. Descriptions, drawings, specifications and other particulars given by CTS Automation Ltd are not binding on CTS Automation Ltd unless specifically confirmed in writing as being applicable to the Goods supplied.
6. CTS Automation Ltd reserves the right to amend the order or quotation and to make any alteration to the quoted delivery time and the quoted price to cover any resulting increase in cost a) should there be a change in requirements or specification or b) should the original or subsequent information supplied be not be accurate or sufficient to fulfil the order. Confirmation of any changes must be given in writing.
7. CTS Automation Ltd reserves the right to make any modification to the design, specification, dimensions or otherwise of any Goods without prior warning, CTS Automation Ltd shall be under no obligation to apply such modifications to any Goods previously supplied or delivered. Except where the function of a modified product has been changed to the detriment of the customer, modification of a product shall not be deemed as sufficient cause for the customer to cancel an order.

National Sales Office

11 Radley Way
Werrington
Stoke-On-Trent
Staffs
ST9 0JN

South West Premises

Westover Industrial Estate
Ermington Road
Ivybridge
Plymouth
PL21 9ES

Midlands Premises

Unit 135A
Duke Street
Fenton
Stoke-on-Trent
ST4 3NR



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C. PRICES

1. All prices are quoted in pounds sterling and are exclusive of carriage insurance and VAT unless otherwise indicated.
2. Quotations are open for acceptance within thirty days from the date on which they are made unless previously withdrawn or otherwise specified by CTS Automation Ltd in writing.
3. CTS Automation Ltd reserves the right to vary its prices without notice, to reflect any increases in costs incurred by CTS Automation Ltd.
4. Goods will be supplied and invoiced at the prices prevailing at the time of dispatch unless otherwise expressly specified in the quotation.
5. Prices in a quotation are for the quantities quoted and only pertain to that quotation.

D. DELIVERY

1. Delivery/Collection shall take place as per the Purchase Order. CTS Automation Ltd does not accept any liability where instructions are inaccurate or incorrect.
2. Delivery shall take place when the Goods are delivered to the agreed destination, or collected from an agreed office, within the UK.
3. CTS Automation Ltd will use its best endeavors to deliver the Goods in accordance with the stated terms but all delivery times and dates whether confirmed or not are estimates only and CTS Automation Ltd shall be under no liability whatsoever for any failure or delay in dispatch or delivery nor for any loss or damage whatsoever arising thereof.
4. Where the agreement provides for delivery by installments each installment shall constitute a separate contract and any failure or defect in any one or more installments delivered shall not entitle the customer to repudiate the agreement or to cancel any subsequent installments.
5. The customer shall be responsible for inspecting the Goods on arrival and any apparent shortages, defects, or damage to the Goods must be endorsed by the customer on the carrier's receipt and the customer must notify CTS Automation Ltd accordingly in writing within 3 days of the date of receipt.
6. The customer must notify CTS Automation Ltd in writing, within 7 days of receiving the invoice, should the customer consider the goods have not been received.

E. PROPERTY & RISK

1. Unless otherwise agreed by a Director or nominated officer of CTS Automation Ltd the goods shall remain the property of CTS Automation Ltd and the customer shall hold the Goods as a bailee of CTS Automation Ltd, until CTS Automation Ltd has received full and final payment for the Goods supplied under this contract including any interest payable under paragraph G.2c) below.
2. The customer shall be entitled in the normal course of its business unless otherwise notified by CTS Automation Ltd to convert the Goods into other products (with the addition of its own goods or those of others) or to use the Goods as materials for other products (with or without such addition) or to carry out work on the

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Goods, but if the customer does any of these then upon such conversion, use, or carrying out of work the property in the Goods shall remain with CTS Automation Ltd and property in the said other products shall be vested in CTS Automation Ltd and the customer as bailee of the Goods and the said other products shall store the Goods and such other products for CTS Automation Ltd in a proper manner without charge to CTS Automation Ltd and in such a way that they are clearly Identifiable as the property of CTS Automation Ltd until all sums owing to CTS Automation Ltd by the customer under this contract have been paid.

3. Without prejudice to the customer's fiduciary obligations to CTS Automation Ltd as a bailee of the Goods or such other products the customer shall have the right to dispose of the same in the course of its business for the account of CTS Automation Ltd and to pass good title to the Goods and such other products to its customer being a bona fide purchaser for value without notice of CTS Automation Ltd rights.

4. In the event of such disposal the customer shall have the fiduciary duty to CTS Automation Ltd to account to CTS Automation Ltd for the proceeds and for such purpose the customer shall if so required by CTS Automation Ltd pay the same into a bank account in the name of the customer separate from all other monies of the customer.

5. In all cases the risk in the Goods shall pass to the customer on delivery in accordance with paragraph E.2 above and thereafter the customer shall be responsible for the satisfactory care and protection of the Goods and shall fully indemnify against all loss and damage until CTS Automation Ltd has received payment in full for the Goods.

F. PAYMENT

1. Where no credit or trading terms have been negotiated and agreed CTS Automation Ltd reserves the right to make delivery of Goods to the customer only after receiving payment in full for the Goods and furthermore CTS Automation Ltd reserves the right to delay shipment of Goods until the validity of the payment can be established.

2. Where credit trading terms are in existence between CTS Automation Ltd and the customer

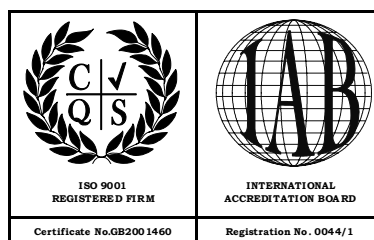
a) Liability for payment arises on delivery and or collection.

b) Payment must be made within 30 days from the date of invoice unless some other period is stipulated on the invoice. No deductions are allowed other than discounts for prompt payment which may be deducted only if the terms stated on the invoice or as otherwise agreed are being satisfied.

c) In the event that payment is not received by CTS Automation Ltd within the aforementioned period CTS Automation Ltd will reserve the right to levy an interest charge of 6.5% of the total invoice amount per whole or part calendar month from the date of invoice. d) If payment has not been received within 60 days of the date of invoice CTS Automation Ltd reserves the right to suspend its trading relationship with the customer and not to provide service or support of any kind and to suspend all shipments until payment in full has been received and validated.

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G. WARRANTY

1. Except in cases where a third party manufacturer's guarantee differs CTS Automation Ltd shall have the option to make good or replace without charge any Goods which are returned to CTS Automation Ltd workshop within a period of 90 days from the date of delivery which prove to the reasonable satisfaction of CTS Automation Ltd to have been of faulty manufacture PROVIDED and that this warranty shall not apply a) to damage caused by the customer's or any third party's act default or misuse of the Goods or by failure to follow any instructions supplied with the Goods or damage in transit due to inadequate packaging or any other reason

b) Where the Goods have been used with materials or in connection with equipment of which the specification has not been approved in writing by CTS Automation Ltd c) to Goods which are altered, modified or repaired in any place other than CTS Automation Ltd workshop or by persons not expressly nominated or approved in writing by CTS Automation Ltd.

2. In the event that within the warranty period CTS Automation Ltd agrees to make a site visit to inspect, repair or replace the Goods and that the fault proves to result from failure to follow any Instructions supplied with the Goods or is covered by the clauses 1a), 1b), and 1c) of this paragraph H, then the customer will pay to CTS Automation Ltd all reasonable costs incurred and charges made in connection with the site visit. Where the site visit shows that the goods could have been returned to CTS Automation Ltd, but the customer requested a site visit, the customer will pay the travel time and any necessary accommodation costs.

3. All Goods are supplied and all services are provided with the benefit where the same are applicable of Section 12 of the Sale of Goods Act 1979 and Section 2 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1902 but are otherwise not supplied with or subject to any condition, warranty, or other term whether express or implied unless specifically agreed by CTS Automation Ltd and the customer in writing or in these Conditions.

4. In no circumstances exception respect of: - a) death or personal injury arising from the negligence of CTS Automation Ltd: or b) any liability arising under Part 1 of the Consumer Protection Act 1988 shall CTS Automation Ltd liability (in contract or in respect of negligence or otherwise) to the customer arising under or out of or in connection with any contract or any Goods supplied hereunder exceed the cost to the customer of repairing, or replacing such Goods or re-performing any services supplied.

5. CTS Automation Ltd shall not be liable for any consequential, economic, direct or indirect loss suffered by the customer arising there from.

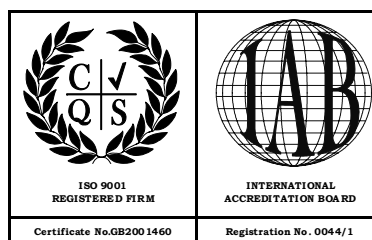
H. RETURN OF GOODS

1. Goods are not to be returned to CTS Automation Ltd except in accordance with the Company's guarantee unless a prior arrangement has been made with CTS Automation Ltd who shall issue an RMA to be returned with the goods.

2. The cost of shipping a product to CTS Automation Ltd premises for inspection, servicing, end of loan, evaluation or Sale or Return shall be the sole responsibility of the customer.

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I. SALE OR RETURN

1. Goods may be supplied on sale or return

a) For a specified number of days ("Free Evaluation Period") b) on weekly rental ("Evaluation Rental") for a period not exceeding eight weeks or as otherwise agreed by CTS Automation Ltd in writing ("Maximum Evaluation Period").

2. In all cases where Goods are supplied on sale or return normal payment terms shall apply unless otherwise agreed by CTS Automation Ltd in writing. A credit note for the full price will be issued only if the Goods are returned in their original packaging within the Free Evaluation Period and are found by CTS Automation Ltd to be in a satisfactory condition.

3. Should the Goods be returned in an unsatisfactory condition then a charge will be made for bringing them up to a condition suitable for resale and the amount of the credit adjusted accordingly.

4. Should the Goods be returned after the end of the Free Evaluation Period and within the Maximum Evaluation Period then Evaluation Rental would be charged from the delivery date and the amount of the credit adjusted accordingly?

5. Should the Goods not have been returned by the end of the Maximum Evaluation Period the customer will be deemed to have adopted the transaction and ordered the Goods?

J. EXPORT SALES

In the case of orders where CTS Automation Ltd has specifically agreed to deliver the Goods outside the UK the customer shall be liable for all customs, exportation, and Importation duties and other charges, levies, taxes and costs in respect of the Goods.

K. CANCELLATION AND VARIATION

1. No cancellation or variation of an order will be effective unless made in writing and until accepted in writing by a Director or nominated officer of CTS Automation Ltd

2. In the event of cancellation or variation of an order the customer shall be liable for immediate payment of charges taking into account all such expenses and other losses (including loss of profit) incurred and commitments made by CTS Automation Ltd as are attributable to the order.

L. TECHNICAL INFORMATION AND PROPRIETARY RIGHTS

1. Any know-how, information, designs or drawings, supplied by CTS Automation Ltd relating to the Goods or incorporated in the Goods of CTS Automation Ltd or any subsidiary or associated company are strictly confidential and the customer shall not copy, use, or disclose, any such know-how, information, designs or drawings, without the prior written consent of CTS Automation Ltd.

2. All trade marks, trade names, patent rights, copyright and other similar proprietary rights in respect of the Goods shall remain the property of CTS Automation Ltd and customer shall acquire no interest whatsoever in any such rights.

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M. RECOMMENDATIONS

Recommendations on the use of the Goods and information about the performance of the Goods are based on experience and tests and assume adequate, efficient operators and proper use of satisfactory materials but insofar as the conditions under which the Goods are used are outside the control of CTS Automation Ltd and insofar as the use of the Goods was undisclosed CTS Automation Ltd cannot accept responsibility for the performance or suitability of the Goods.

N. FORCE MAJEURE & FRUSTRATION

CTS Automation Ltd shall in any event not be liable for consequential losses, loss or damage and be entitled to cancel or rescind the contract if the performance of its obligations under the contract is any way adversely affected by any cause whatsoever beyond CTS Automation Ltd control including but not limited to the delays or defaults of suppliers or the default of any sub-contractor, shortage of materials or CTS Automation Ltd, accident to plant or machinery, strike, lock-out, trade dispute, flood, or war.

APPLICABLE LAW

These terms and conditions shall be governed by the Laws of England

Proposed Payment Terms.

Payment terms may be varied against the nature of the project or in line with the customer's requirements.

- 50% of the project cost with order,
- 40% of the project cost upon completion/sign off at CTS or delivery,
- 10% of the project cost net 30 days after completion.

Interest may be charged on payments over 30 days outstanding at the rate of 6.5% per month.

Unless otherwise agreed in writing by a manager of the company CTS Automation Ltd. standard terms of business shall prevail over any other terms of business or purchase conditions put forward by the client. The client by virtue of an official order number or written copy or the engagement of an applicant on site deems these terms of business acceptable.

Additional work will not be carried out without a further order to commence work, unless agreed in writing from CTS Automation Ltd.

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