

STANDARD TERMS AND CONDITIONS

- 1 All quotations are made in good faith but are subject to availability and contract. Quotation validity is 30 days unless otherwise stated. Prices quoted do not include any taxes or duties that may be payable.
- 2 Carriage, insurance, freight and any other expenses are charged at cost plus 15 per cent. Charges for box certification and export packing may apply depending on the destination and the requirements of the job or order.
- 3 Liability. AAE's responsibility lies only in the supply of Goods at AAE's office free from defects which will impair the operation or serviceability of such goods. The Goods must be operated or used strictly in accordance with any specification or user guide supplied with the goods. AAE does not warrant that the Goods are suitable for any particular application unless stated in writing. The fitness for use for a particular purpose is for the Customer to decide, no performance objective is expressed or implied by AAE. The Customer is expected to have undertaken their own risk assessment before ordering the Goods. AAE goods and products which may appear to offer comparable or similar specifications to other manufacturers' products will not necessarily perform identically to such other manufacturers' products. The warranty period is 12 months from date of despatch unless acknowledged differently. Save in the case of third party manufactured Goods, all warranty repair Goods should be sent post paid to AAE's main address after a RMA number has been obtained. Any taxes and/or duty incurred in the process of returning goods to AAE's main address are payable by the sender. Non-compliance with the operating procedures detailed in the equipment(s) manual, improper usage or attempted repairs will void any guarantee.
- 4 Limitation of Liability.
 - a) This Clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other for:
 - i) any breach of this agreement however arising;
 - ii) any use made or resale of the Goods by the Customer, or of any product incorporating any of the Goods; and
 - iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
 - b) Nothing in the agreement shall limit or exclude the liability of either party for:
 - i) death or personal injury resulting from negligence; or
 - ii) fraud or fraudulent misrepresentation; or
 - iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
 - c) Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
 - i) loss of profit;
 - ii) loss of goodwill;
 - iii) loss of business;
 - iv) loss of business opportunity;
 - v) loss of anticipated saving;
 - d) special, indirect or consequential damage Where the Goods purchased from AAE are manufactured by a third party and sold by AAE with a guarantee offered by the manufacturer then the Customer agrees that in respect of any defect in the Good giving rise to a claim of whatever sort, including any claim of the sort referred to in this clause 4, they will first take all reasonable steps to submit and pursue a claim under the guarantee and that they will in submitting such a claim deal directly with the manufacturer. AAE shall only be liable to consider any such claim in the event that the manufacturer rejects the claim from the Customer on the grounds that it does not fall under the terms of the guarantee offered.
 - e) Without prejudice to any of the above, the Supplier's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the sum paid for the Goods.
 - f) Without prejudice to the above and to Clause 5, below, the Customer's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited for non-payment of invoices for Goods purchased, to the amount unpaid, and any interest due on such amount.
- 5 Title to the Goods shall not pass from AAE until full and final payment has been received by AAE notwithstanding that the goods may have been incorporated into any other product not belonging to or supplied to the Customer. The Customer is responsible for disposing of equipment in an environmentally safe manner in accordance to the laws of the territory in which it is situated. The Customer will indemnify AAE in respect of any future claims made with respect to failure of the Customer to adhere to this condition and will indemnify AAE in respect of any costs and expenses incurred by it in recovering the goods in respect of which it retains title due to non payment of some or all of the price of the goods.
- 6 Sales invoices will be raised in Sterling unless agreed prior to contract. Any management charges and/or legal costs incurred relating to recovery of non-payment or late payment will be passed to the purchaser/hirer at cost + 15 per cent.
- 7 Special goods. Orders for Goods that are built to special requirements cannot be cancelled or subject to any refund. For Goods that have been built to the specification of the customer, the customer will indemnify AAE against all loss, damages, costs and expenses awarded against or costs incurred in connection with any claim for infringement of any patent, copyright, design or trademark or other intellectual property rights of any other person which results from AAE's use of the customers specification. Cancelled orders for lease equipment will be charged in accordance with the rates quoted for said equipment for the expected term of the hire.
- 8 Any descriptive specifications, drawings and particulars issued by AAE are approximate and intended only to present a general idea of the goods to which they refer. None of these shall form part of the contract unless otherwise stated. .
- 9 Unless otherwise agreed in writing, these terms and conditions shall apply to all orders placed with AAE. No stipulations or conditions contained in the Customer's purchase order shall be applicable.
- 10 Law. This contract shall in all respects be construed in accordance with English law and subject to the non-exclusive jurisdiction of the English courts.
- 11 All prices are subject to alteration or withdrawal without notice. AAE reserve the right to amend prices in light of currency exchange rate or precious metal variations.
- 12 Terms of payment will be as directed by AAE at time of order and will be either payment in advance, net 30 days to Customer supplying satisfactory bank and trade references or by irrevocable Letter of Credit. A LoC fee applies. Late payment may incur interest charges at 2 per cent per month. Warranty is only valid provided payment is received within the time stated on the appropriate invoice.
- 13 All orders must be in writing. No contract shall be formed until an order acknowledgement is sent by AAE.

- 14 Hired Equipment or Personnel
- a) In the case of hired/loaned equipment and personnel, AAE reserve the right to withdraw any personnel whilst on hire/lease/demonstration for any reason whatsoever and AAE shall not be liable for any loss or damage resulting from the suspension of such services or from equipment malfunction or personnel error or omission or force majeure. Lease rates start on the day of departure of equipment from our premises, and cease on the day of their receipt at our main office. In the case of loss or irreparable damage to AAE equipment, an invoice will be raised for the full replacement value, for an equivalent model, on the day of written notification to AAE.
 - b) Where personnel are available to the Customer, the Customer shall have robust procedures to keep the employee safe and be responsible for all claims howsoever arising in respect to the acts, omission, negligence or default of such personnel and shall keep AAE indemnified in respect of any such claims. Such personnel shall for all purposes be deemed to be the servants of the Customer during the period they are made available to the Customer. The Customer shall provide adequate food, subsistence and accommodation for AAE personnel at all times.
 - c) All hired equipment shall be transported stored operated and maintained in a manner which provides said equipment with the best possible protection from damage or undue wear and tear and should be carried out as a minimum in accordance with the equipment manual, or as directed by AAE.
- 15 Risk to the equipment is passed to the client as soon as the equipment is despatched from AAE's premises. The client is responsible for insuring the equipment against all risks. Shortages in delivery are to be notified to AAE within 14 days of receipt.
- 16 Return of equipment. AAE reserves the right to reject equipment returned for repair/service or from lease/demonstration unless advised prior to the equipment's return when an RMA number will be issued for said equipment. Third Party storage charges for delays in returns due to incorrect/inadequate documentation or packing are for the customer's account.
- 17 Use and exportation. Equipment which is held under Continental Shelf Authorisation is for use outside UK Territorial Waters as defined by HM Customs and Excise. Some goods / services may be licensable. Any costs, fines or expenses arising due to the failure to adhere to HM Customs and Excise rules will be for the clients' account.
- 18 WEEE. Under the EU WEEE regulation, it is considered part of the contract that the customer is responsible for recycling equipment according to EU laws once delivery has been made. However should equipment be returned to AAE's main office post paid, the company will take back the disposal responsibility for AAE manufactured equipment. There is a charge for equipment sold before January 2006.
- 19 Software or 'firmware' is supplied "as is" and no performance guarantee can be provided. The use of some software or firmware may be prohibited by EU or US law in some territories. The end-user accepts liability for use in all cases and for use outside the allowable territories and will indemnify AAE against any and all claims arising.
- 20 AAE have supplied the equipment listed in any acknowledgement accompanying these terms and conditions on the understanding that such equipment will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or any other military activity. AAE reserve the right to request an End User Certificate in order to meet current UK Export Control Regulations. An export licence may be required. Diversion to another territory may be prohibited by British, European or US Law. The customer agrees to indemnify AAE against any and all claims arising.
- 21 Definitions
- a) Applied Acoustic Engineering Limited is known in these Terms and Conditions as AAE.
 - b) Agreement shall mean any agreement or contract which is expressed to be subject to these terms and includes any document referred to in these terms or any other document adopting these terms
 - c) The Customer is any Person(s), Firm, Company or Competent Authority entering into a contract with Applied Acoustic Engineering Limited subject to these terms and conditions, whether for the purchase or the hire of Goods or the supply of personnel.
 - d) Goods means any apparatus, software, material or equipment provided by Applied Acoustic Engineering Limited or by sub-contractors, agents, or representatives of Applied Acoustic Engineering Limited.