

T.E.L. ENGINEERING LTD

TERMS AND CONDITIONS OF SALE

Effective as included in all Orders placed on and after 1st January 2026.

Interpretation:

Buyer: means any person, firm or company who purchases the Goods from T.E.L. Engineering.

Contract: means any contract between T.E.L. Engineering and the Buyer for the sale of the Goods incorporating these Terms and Conditions and includes any special terms agreed in writing between the Buyer and T.E.L. Engineering.

Goods: means any goods sold to the Buyer by T.E.L. Engineering.

Incoterms means the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made.

Order: the Buyer's order for the purchase of Goods agreed in writing between the Buyer and T.E.L. Engineering.

Specification: means specification for the Goods agreed in writing between T.E.L. Engineering and the Buyer or, in the absence of such agreement, T.E.L. Engineering's specification prevailing from time to time or, if there is none, the normal standards of industrial quality.

T.E.L. Engineering: means T.E.L. Engineering Limited (company number 01341280), whose registered office is located at Unit 2 Levens Road, Newby Road Industrial Estate, Hazel Grove, Stockport, Cheshire, SK7 5DL.

Terms and Conditions: these terms and conditions as amended from time to time.

Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to writing or written includes email.

1. Application of Terms and Conditions and Buyer's responsibilities

- 1.1. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specifications or other document), or which are implied by law, trade custom, practice or course of dealing.
- 1.2. The Order shall only be deemed to be accepted when T.E.L. Engineering issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 1.3. A quotation for the Goods given by T.E.L. Engineering shall not constitute an offer.
- 1.4. Any preliminary specifications, weights, outline drawings and dimensions given with quotations are approximate only.
- 1.5. In the case of a first purchase by a Buyer from T.E.L. Engineering, T.E.L. Engineering's acknowledgement of the Buyer's order is subject to credit status approval and confirmation in writing by T.E.L. Engineering to the Buyer that such approval has been given.
- 1.6. T.E.L. Engineering's employees or agents are not authorised to make any representation concerning the Goods unless confirmed by T.E.L. Engineering in writing. In entering into the

Contract the Buyer acknowledges that it does not do so in reliance upon any such representation concerning the Goods not so confirmed.

- 1.7. The Buyer shall be responsible for ensuring the accuracy of the terms of the Order (including any applicable Specification) submitted by the Buyer and for giving T.E.L. Engineering any necessary information relating to the Goods within a sufficient time to enable T.E.L. Engineering to perform the Contract in accordance with its terms.
- 1.8. When Goods are intended to deal with liquids, matter in suspension, acids, fabrics etc., full particulars must be given by the Buyer to T.E.L. Engineering prior to the Buyer placing the Order and also instructions must be given regarding any special materials to be used and a description of peculiarities observed during the use of existing machinery under similar conditions.
- 1.9. the Buyer shall be solely responsible for the installation of the Goods. T.E.L. Engineering shall have no liability for any installation-related issues or defects arising from the Buyer's installation of the Goods. The Buyer shall be solely responsible for ensuring that the installation is carried out in accordance with T.E.L. Engineering's instructions, or if none the applicable industry standards, and all applicable laws and regulations.

2. Price and Payment

- 2.1. Except as otherwise stated in the Contract or otherwise agreed in writing between the Buyer and T.E.L. Engineering:
 - 2.1.1. where and to the extent the Goods are supplied within the United Kingdom and T.E.L. Engineering has agreed to deliver the Goods to the Buyer, the price of the Goods includes the costs and charges of packaging and insurance; any transport and delivery costs shall be as set out in T.E.L. Engineering's quotation document;
 - 2.1.2. where and to the extent the Goods are supplied for export from the United Kingdom, the price of the Goods includes the costs and charges of packaging, but excludes insurance and transport; and
 - 2.1.3. all prices of the Goods exclude amounts in respect of value added tax (if applicable) and any other relevant governmental taxes or duties.
- 2.2. T.E.L. Engineering reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to T.E.L. Engineering which is due to any factor beyond the control of T.E.L. Engineering (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or Specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give T.E.L. Engineering adequate information or instructions.
- 2.3. Save as set out in clause 2.4, T.E.L. Engineering shall be entitled to invoice the Buyer for the price of the Goods on, before or at any time after T.E.L. Engineering has notified the Buyer that the Goods are ready for collection or (as the case may be) on, before or at any time after delivery of the Goods, or, if the Buyer wrongly fails to take delivery of the Goods, on or after T.E.L. Engineering has tendered delivery of the Goods.
- 2.4. Where Goods are supplied for export from the United Kingdom, T.E.L. Engineering shall be entitled

to invoice the Buyer for the price of the Goods on despatch or at any time prior to or after delivery.

- 2.5. Unless the parties have agreed that the Buyer shall pay invoices on a proforma or milestone basis, or as otherwise agreed in writing, the Buyer shall pay the invoice price of the Goods within 30 days of the date of T.E.L. Engineering's invoice notwithstanding that delivery may not have taken place and the property and the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
- 2.6. If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to T.E.L. Engineering, T.E.L. Engineering shall be entitled to:
 - 2.6.1. cancel the Contract, refrain from despatching the Goods or suspend any further deliveries to the Buyer; and/or
 - 2.6.2. charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 8% over the Royal Bank of Scotland base rate from time to time until payment in full is made such interest to be calculated on a daily basis. The interest shall be payable in addition to the invoice amount.
- 2.7. Notwithstanding clause 2.6.2, T.E.L. Engineering may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998 if the Buyer fails to make any payment due to T.E.L. Engineering on the due date without prejudice to any other right or remedy available to T.E.L. Engineering.

3. Delivery and Inspection

- 3.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at T.E.L. Engineering's premises at any time after T.E.L. Engineering has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by T.E.L. Engineering in writing, by T.E.L. Engineering delivering the Goods to that place.
- 3.2. Where T.E.L. Engineering agrees to deliver the Goods to a site nominated by the Buyer, the Buyer shall provide a reasonably firm and safe roadway and proper means of access to that site.
- 3.3. Packing cases used are not returnable and no credit will be made in respect of returned cases.
- 3.4. Where the Goods are to be delivered in instalments each delivery shall constitute a separate Contract and failure by T.E.L. Engineering to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 3.5. If the Buyer fails to take delivery of the Goods or fails to give T.E.L. Engineering adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to T.E.L. Engineering, T.E.L. Engineering may store the Goods until actual delivery and charge the Buyer for the reasonable cost (including insurance) of storage.
- 3.6. Subject to clauses 3.7 and 9.3, if T.E.L. Engineering fails to deliver the Goods (or any instalment) for any reason, T.E.L. Engineering's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.

- 3.7. T.E.L. Engineering shall have no liability for failure to deliver the Goods due to causes beyond T.E.L. Engineering's reasonable control or the Buyer's fault, including failure to provide T.E.L. Engineering with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.8. Any dates quoted for delivery of the Goods by T.E.L. Engineering are approximate only and T.E.L. Engineering shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by T.E.L. Engineering in writing. The Goods may be delivered by T.E.L. Engineering in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 3.9. Notwithstanding any other provision of these Terms and Conditions, where the Goods are supplied for export from the United Kingdom:
- 3.9.1. Unless otherwise agreed in writing between the Buyer and T.E.L. Engineering, the Goods shall be delivered FCA (Stockport) (Incoterms); and
- 3.9.2. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any associated taxes and duties.
- 3.10. The Buyer shall examine the Goods as soon as reasonably practicable after delivery. Where the delivery is made by the Buyer collecting the Goods at T.E.L. Engineering's premises, the Buyer shall be responsible for arranging testing and inspection of the Goods at T.E.L. Engineering's premises before shipment. T.E.L. Engineering shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection, or (subject to the agreed Incoterms) any defect which is made after shipment or in respect of any damage during transit.

4. Title and Risk

- 4.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 4.1.1. in the case of Goods to be delivered at T.E.L. Engineering's premises, at the time of collection; or
- 4.1.2. in the case of Goods to be delivered otherwise than at T.E.L. Engineering's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when T.E.L. Engineering has tendered delivery of the Goods.
- 4.2. Notwithstanding delivery and the passing of risk in the Goods or any provision of these Terms and Conditions, title in the Goods shall not pass to the Buyer until T.E.L. Engineering has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by T.E.L. Engineering to the Buyer for which payment is then due.
- 4.3. Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as T.E.L. Engineering's bailee, and shall keep the Goods separate (and labelled accordingly) from those of the Buyer and third parties and properly stored, protected and insured and identified as T.E.L. Engineering's property, but the Buyer may use the Goods in the ordinary course of its business (and not otherwise).
- 4.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence), T.E.L. Engineering may at any time require the Buyer to deliver up the Goods

to T.E.L. Engineering and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

- 4.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of T.E.L. Engineering, but if the Buyer does so all moneys owing by the Buyer to T.E.L. Engineering shall (without limiting any other right or remedy of T.E.L. Engineering) forthwith become due and payable.

5. Quality of Goods

- 5.1. Subject to clause 5.2 and 5.4, T.E.L. Engineering warrants that on delivery and for a period of 12 months of first use or 18 months of delivery (whichever comes first) ("**Warranty Period**"), Goods manufactured by T.E.L. Engineering shall:

5.1.1. conform in all material respects with their Specification; and
5.1.2. be free from material defects in design, material and workmanship, but gives no other warranty and makes no other representation as to description or quality. Any such warranty or representation implied (whether by statute or otherwise) is excluded, so far as legally permissible.

- 5.2. Provided that:

5.2.1. the Buyer gives notice in writing to T.E.L. Engineering during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 5.1;
5.2.2. the Buyer returns the Goods to T.E.L. Engineering for inspection at the Buyer's cost;
5.2.3. T.E.L. Engineering is given a reasonable opportunity of examining such Goods; and
5.2.4. T.E.L. Engineering's Standard Mechanical and Electrical Tests and Inspections or any other test which T.E.L. Engineering is required to perform under the Contract show that there is a defect in the Goods which causes the Goods not to comply with the warranty set out in clause 5.1,

T.E.L. Engineering will (at its option) repair or replace any such defects or defective parts therein which may appear within and are due solely to the use of defective materials or bad workmanship (any replaced parts to be the property of T.E.L. Engineering). Once T.E.L. Engineering has complied with this clause 5.2, T.E.L. Engineering shall have no further liability to the Buyer in respect of any claim that the Goods fail to comply with the warranty set out in clause 5.1.

- 5.3. T.E.L. Engineering does not provide on-site maintenance, servicing or repair services. The Buyer acknowledges and agrees that all warranty and chargeable repair or servicing works are return-to-base only. The Buyer shall arrange for the return of the Goods to T.E.L. Engineering's nominated address for such work and shall bear all associated costs, risks and charges of transport, packing, insurance, customs and clearance, unless otherwise expressly agreed in writing by T.E.L. Engineering.

- 5.4. The warranty at clause 5.1 above is given by T.E.L. Engineering subject to the following conditions:

5.4.1. T.E.L. Engineering shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Specification supplied by the Buyer, or resulting from the Buyer's failure to provide accurate, complete and timely particulars or instructions regarding the intended use of the Goods, any special materials to be used, or any peculiarities observed during comparable use;

5.4.2. T.E.L. Engineering shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions;

- 5.4.3. T.E.L. Engineering shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 5.4.4. T.E.L. Engineering shall be under no liability for any defect or damage arising from the Buyer's failure to comply with any instructions of T.E.L. Engineering (whether oral or in writing) as to the use, storage, installation, cleaning, and maintenance of the Goods, including without limitation as set out in T.E.L. Engineering's manual, or (if there are none) good trade practice;
- 5.4.5. T.E.L. Engineering shall be under no liability for any defect or damage arising from use by incompetent personnel, or if the Buyer or any third party opens, services, repairs, modifies, or otherwise tampers with the Goods without T.E.L. Engineering's prior written consent;
- 5.4.6. T.E.L. Engineering shall not be liable for any defects or issues arising from parts provided by the Buyer (free issue parts) that are either machined or integrated into the Goods;
- 5.4.7. T.E.L. Engineering shall not be liable for the Goods failure to comply with the warranties in clause 5.1 if:
- 5.4.7.1. the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.4.7.2. the defect arises as a result of damage caused by natural events including without limitation wind, fire, or flood; or
 - 5.4.7.3. the Goods differs from its Specification as a result of changes made to ensure they comply with applicable statutory/regulatory standards or have been altered in accordance with the terms of the Contract; and
- 5.4.8. the above warranty does not extend to parts, materials or equipment not manufactured by T.E.L. Engineering in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to T.E.L. Engineering.
- 5.5. T.E.L. Engineering reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to T.E.L. Engineering's Specification, which do not materially affect their quality or performance.
- 5.6. Any advice or recommendation given by T.E.L. Engineering or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by T.E.L. Engineering is followed or acted upon entirely at the Buyer's own risk and accordingly T.E.L. Engineering shall not be liable for any such advice or recommendation which is not so confirmed.
- 5.7. The Buyer may request an extended warranty beyond the standard warranty period as set out in clause 5.1. Any such extended warranty shall be subject to availability, the applicable special terms and conditions (if any) at T.E.L. Engineering's rates as may be provided to the Buyer on request. Any extended warranty will shall be subject to the same terms and exclusions as the standard warranty and any special conditions as may be imposed by T.E.L. Engineering and confirmed to the Buyer in writing.

6. Services

- 6.1. T.E.L. Engineering may agree to provide certain services to the Buyer, including services which are incidental to the supply of the Goods ("**Services**"). Where T.E.L. Engineering has agreed to provide such Services, T.E.L. Engineering shall exercise reasonable skill and care in the provision of such Services.
- 6.2. Except as expressly provided in this clause 6, all other warranties, conditions, or terms relating to the Services, whether express or implied by statute or common law, are excluded to the fullest extent permitted by law.
- 6.3. The provision of such Services shall be subject to these Terms and Conditions, including the limitations and exclusions as set out in clause 8.

7. Liability

- 7.1. If the Goods are to be manufactured or any process is to be applied to the Goods by T.E.L. Engineering in accordance with any drawing, design or specification submitted by the Buyer, the Buyer shall indemnify T.E.L. Engineering against all loss, damages, costs and expenses awarded against or incurred by T.E.L. Engineering in connection with, or paid or agreed to be paid by T.E.L. Engineering in settlement of;
 - 7.1.1. any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person; or
 - 7.1.2. any damage to property,which result from or relate to T.E.L. Engineering's use of the Buyer's drawing, design or specification.
- 7.2. The restrictions on liability in these Terms and Conditions apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.3. Nothing in the Contract limits any liability which cannot legally be limited, including without limitation liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 7.4. Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.5. Subject to clause 7.3, T.E.L. Engineering will not be liable for:
 - 7.5.1. loss of profits;
 - 7.5.2. loss of sales or business;
 - 7.5.3. loss of agreements or contracts;
 - 7.5.4. loss of anticipated savings; and
 - 7.5.5. any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer,whether such loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from T.E.L. Engineering's negligence).
- 7.6. Except as set out in clause 5, T.E.L. Engineering shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

- 7.7. Subject to clause 7.3 and clause 7.5, the liability of T.E.L. Engineering for any breach of or failure to perform the Contract will not exceed 150% of the purchase price or proportionate part thereof in respect of the Goods concerned.
- 7.8. Enhanced liability beyond the limit set out in clause 7.7 can be offered as a cost option (available on request and subject to T.E.L. Engineering expressly agreeing to vary these Terms and Conditions in writing).
- 7.9. Unless expressly provided in these Terms and Conditions, the only remedies available to the Buyer in respect of the Contract are damages for breach of contract and, for the avoidance of doubt, the Buyer hereby waives any right to rescind or terminate the Contract either for breach of contract or for negligent or innocent misrepresentation or otherwise.

8. Force Majeure

- 8.1. T.E.L. Engineering shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of T.E.L. Engineering's obligation in relation to the Goods if the delay or failure was due to any cause beyond T.E.L. Engineering's reasonable control. Without prejudice to the generality of the foregoing the following should be regarded as causes beyond T.E.L. Engineering's reasonable control:
 - 8.1.1. Act of God, explosion, flood, tempest, fire or accident;
 - 8.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition, terrorism or threat of terrorism;
 - 8.1.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - 8.1.4. import or export regulations or embargoes;
 - 8.1.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of T.E.L. Engineering or a third party);
 - 8.1.6. difficulties in obtaining raw materials, labour, fuel parts or machinery;
 - 8.1.7. power failure or breakdown in machinery; and
 - 8.1.8. epidemic or pandemic.
- 8.2. If the period of delay or non-performance under clause 8.1 continues for two months, T.E.L. Engineering may terminate the Contract by giving seven (7) days' written notice to the Buyer.

9. Termination

- 9.1. This clause applies if: -
 - 9.1.1. The Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986);

- 9.1.2. An encumbrancer takes possession or a Receiver is appointed of any of the property or assets of the Buyer;
 - 9.1.3. The Buyer ceases or threatens to cease to carry on business;
 - 9.1.4. T.E.L. Engineering reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
 - 9.1.5. The Buyer fails to pay any amount due under the Contract on the due date for payment in accordance with clause 2.6.1.
- 9.2. If this clause applies then, without prejudice to any other right of remedy available to T.E.L. Engineering, T.E.L. Engineering shall be entitled to cancel the Contract and/or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 9.3. In the event that it becomes illegal or impossible to supply the Goods to the Buyer's destination or to engage in dealings with the Buyer due to government sanctions or other legal changes, T.E.L. Engineering reserves the right to cancel the Order. In such cases, T.E.L. Engineering will refund the Buyer any payments made for undelivered Goods, and no further liabilities shall arise from such cancellation.

10. General

- 10.1. The Buyer may not assign or transfer any or all of its rights or obligations under the Contract without the prior written consent of T.E.L. Engineering.
- 10.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 10.3. No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and T.E.L. Engineering.
- 10.4. The Contract does not create any rights enforceable by any person not a party to them.
- 10.5. No waiver by T.E.L. Engineering of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or of any other provision.
- 10.6. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.7. The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.