TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES BY TORQUE CALIBRATION LIMITED

These Terms and Conditions apply to all quotations issued by Torque Calibration Limited and are incorporated into every Contract accepted by the Customer.

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Calibration Certificate: a certificate, report or other document issued by Torque Calibration recording the results of the calibration, testing, inspection or measurement verification carried out in respect of the Customer Equipment, including, where applicable, details of any measurements, tolerances, uncertainties or observations.

Calibration Standards: the recognised standards, procedures, reference materials, measurement methods and equipment used by Torque Calibration in carrying out the Services, including any applicable British Standards, International Standards, UKAS requirements (where applicable) and Torque Calibration's documented calibration procedures.

Commencement Date: has the meaning given in clause 2.1.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between Torque Calibration and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Customer: the person or firm who purchases the Goods or Services or Goods and Services from Torque Calibration .

Customer Equipment: any equipment, instruments, tools, devices, machinery or other items supplied or made available by the Customer to Torque Calibration for the purpose of carrying out the Services.

Deliverables: any calibration certificates, inspection reports, test reports, service reports, maintenance records or other documents or materials produced or supplied by Torque Calibration in connection with the Services.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control, including pandemics, cyber attacks, failure of utilities, interruption of calibration standards, and supplier shortages.

Goods: any equipment, replacement parts, accessories, consumables or other products supplied by Torque Calibration to the Customer under the Contract, including any goods supplied in connection with or arising out of the provision of the Services.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Torque Calibration .

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Order: the Customer's acceptance of Torque Calibration's quotation for the supply of Goods, Services or both, whether by:

(a) issuing a purchase order;

(b) confirming acceptance by email or in writing;

(c) instructing Torque Calibration to commence the supply of the Goods or Services;

(d) delivering equipment to Torque Calibration for the purpose of carrying out the Services; or

(e) any other act or conduct by the Customer indicating acceptance of Torque Calibration's quotation.

Out of Tolerance: in relation to Customer Equipment, equipment that, following calibration or testing, falls outside the applicable tolerance specified by the manufacturer, Customer or applicable Calibration Standard.

Services: the calibration, inspection, testing, measurement verification, adjustment, repair, maintenance, certification, collection, delivery and any other associated technical or support services supplied by Torque Calibration to the Customer, as described in the quotation or otherwise agreed in writing between the parties, including the provision of any Deliverables.

Service Specification: the description or specification for the Services provided in writing by Torque Calibration to the Customer.

Torque Calibration: Torque Calibration Limited, a company registered in England and Wales under company number 07982765 and whose registered office is at 43 Coniscliffe Road, Darlington, Co Durham, DL3 7EH.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) 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.

(e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 Torque Calibration may issue a written quotation to the Customer for the supply of Goods, Services or both. Each quotation is made subject to these Conditions, which are available on Torque Calibration's website, and constitutes an invitation for the Customer to place an Order.

2.2 The Order constitutes an offer by the Customer to purchase Goods, Services or both from Torque Calibration in accordance with these Conditions. The Contract shall come into existence (**Commencement Date**) when the Customer accepts Torque Calibration's quotation by:

(a) issuing a purchase order;

(b) confirming acceptance by email or in writing;

(c) instructing Torque Calibration to commence the supply of the Goods or Services;

(d) delivering Customer Equipment to Torque Calibration for the purpose of carrying out the Services; or

(e) any other act or conduct indicating acceptance of Torque Calibration's quotation,

whichever occurs first.

2.3 Any samples, drawings, descriptive matter or advertising issued by Torque Calibration and any descriptions of the Goods or illustrations or descriptions of the Services contained in Torque Calibration's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing. No terms or conditions contained in or referred to in any purchase order, acknowledgement, correspondence or other document issued by the Customer shall form part of the Contract or have any effect unless expressly agreed in writing by Torque Calibration.

2.5 Any quotation given by Torque Calibration shall not constitute an offer and is only valid for a period of thirty days from its date of issue, unless withdrawn earlier by Torque Calibration in writing.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any purchase order, confirmation of order or other document issued by the Customer that is inconsistent with these Conditions.

3. Supply of Goods

3.1 The Goods are described in Torque Calibration's quotation, as supplemented or modified by any applicable Goods Specification. The Goods may include replacement parts, accessories, consumables and other products supplied by Torque Calibration in connection with the Services.

3.2 Where, in the course of providing the Services, Torque Calibration reasonably considers that replacement parts, accessories or consumables are required to complete the Services or restore the Customer Equipment to proper working order, Torque Calibration may supply such Goods, subject to the terms of the Contract. Where additional Goods are required that are not included within the quotation, Torque Calibration shall obtain the Customer's approval before supplying them, unless immediate replacement is reasonably necessary to prevent damage to the Customer Equipment or to complete the Services safely.

3.3 Torque Calibration may supply equivalent replacement parts where the originally specified parts are unavailable, obsolete or otherwise unsuitable, provided that the replacement parts are of equivalent quality and functionality.

3.4 Torque Calibration reserves the right to amend the Goods Specification or make minor substitutions or modifications to the Goods where required by any applicable law or regulatory requirement, where components become unavailable, or where such amendment or substitution does not materially affect the quality, performance or intended use of the Goods. Torque Calibration shall notify the Customer of any material amendment or substitution where reasonably practicable..

4. Delivery and Collection

4.1 Torque Calibration shall ensure that each delivery of the Goods is accompanied by a delivery note showing the date of the Order, the relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including any applicable product code) and any special storage or handling instructions.

4.2 Unless otherwise stated in the quotation or otherwise agreed in writing by the parties, the Services shall be carried out at Torque Calibration's premises.

4.3 Unless otherwise stated in the quotation or otherwise agreed in writing, the Customer shall deliver the Customer Equipment to Torque Calibration's premises for the purpose of the Services and shall collect the Customer Equipment and any Goods from those premises following completion of the Services.

4.4 Where the quotation provides that Torque Calibration will collect or deliver the Customer Equipment or Goods, or the parties otherwise agree in writing, Torque Calibration shall collect or deliver the Customer Equipment or Goods at the location specified in the quotation or otherwise agreed between the parties (Delivery Location).

4.5 Torque Calibration shall notify the Customer when the Goods and/or Customer Equipment are ready for collection or delivery.

4.6 Delivery of the Goods shall be completed:

(a) where the Goods are delivered by Torque Calibration, on completion of unloading at the Delivery Location; or

(b) where the Goods are collected by the Customer, on completion of loading at Torque Calibration's premises.

4.7 The Customer Equipment shall be returned to the Customer following completion of the Services together with any applicable Calibration Certificate and any other Deliverables, unless otherwise agreed in writing.

4.8 Any dates or times quoted for the completion of the Services or the collection or delivery of Goods or Customer Equipment are estimates only. Time shall not be of the essence. Torque Calibration shall not be liable for any delay caused by a Force Majeure Event, the Customer's failure to provide adequate instructions or information, late delivery of Customer Equipment or any other matter beyond its reasonable control.

4.9 If the Customer fails to collect the Goods or Customer Equipment within ten Business Days after being notified that they are ready for collection, Torque Calibration may store them at the Customer's risk and expense and charge the Customer its reasonable storage, insurance and handling costs.

4.10 If the Customer fails to collect any Goods within twenty Business Days after notification that they are ready for collection, Torque Calibration may resell or otherwise dispose of those Goods after giving reasonable notice to the Customer. The Customer shall remain liable for any shortfall between the resale proceeds and the amount due under the Contract together with any reasonable costs incurred by Torque Calibration in connection with the resale.

4.11 Nothing in this clause shall permit Torque Calibration to sell or otherwise dispose of Customer Equipment except in accordance with applicable law and after giving reasonable notice to the Customer.

5. Customer Equipment

5.1 The Customer warrants that it is the owner of, or is otherwise authorised to provide, the Customer Equipment to Torque Calibration for the purposes of carrying out the Services.

5.2 The Customer shall ensure that the Customer Equipment is safe to handle and shall notify Torque Calibration before delivery of any known defects, damage, contamination, hazardous substances or other matters that may affect the safe handling, inspection or calibration of the Customer Equipment.

5.3 Risk in the Customer Equipment shall remain with the Customer at all times. Whilst the Customer Equipment is in its possession, Torque Calibration shall exercise reasonable care and skill in handling and storing it.

5.4 Torque Calibration shall not be liable for any deterioration, failure or damage arising from the age, condition, previous use, latent defect, fair wear and tear or any pre existing defect in the Customer Equipment.

5.5 Torque Calibration may inspect, dismantle, test, calibrate, adjust and reassemble the Customer Equipment to the extent reasonably necessary to carry out the Services.

5.6 If, during the course of the Services, Torque Calibration identifies that the Customer Equipment:

(a) requires repair;

(b) requires replacement parts;

(c) is unsafe;

(d) is damaged;

(e) cannot be calibrated; or

(f) is Out of Tolerance,

Torque Calibration shall notify the Customer and, unless immediate action is reasonably necessary to prevent further damage or to ensure safety, shall not carry out any repair or supply any additional Goods without the Customer's prior approval.

5.7 Where the Customer declines any recommended repair or replacement, Torque Calibration may complete the Services to the extent reasonably possible and issue a Calibration Certificate or report recording the condition of the Customer Equipment and any limitations on the Services performed.

5.8 Torque Calibration may refuse to carry out the Services where the Customer Equipment is unsafe, contaminated, unsuitable for calibration or otherwise presents a health and safety risk to its personnel.

5.9 Any Calibration Certificate relates solely to the condition and performance of the Customer Equipment at the time the Services were carried out and shall not constitute a warranty or representation that the Customer Equipment will remain within any specified tolerance or continue to perform to that standard after completion of the Services or delivery of the Customer Equipment.

5.10 Except where expressly agreed otherwise in writing, the Customer is responsible for determining the appropriate calibration intervals for its Customer Equipment following completion of the Services.

5.11 Torque Calibration shall not be responsible for any loss arising from the Customer's continued use of Customer Equipment after it has been identified as being Out of Tolerance or otherwise unsuitable for its intended purpose.

5.12 The Customer shall inspect the Customer Equipment promptly following its return and shall notify Torque Calibration of any alleged damage or shortage within five Business Days of collection or delivery, failing which the Customer Equipment shall be deemed to have been returned in satisfactory condition, subject to any defects identified in the Calibration Certificate or service documentation.

5.13 Without prejudice to any other right or remedy available to it, Torque Calibration shall have a general lien over all Customer Equipment and any other property of the Customer in its possession for all sums due and payable to Torque Calibration under the Contract or under any other contract between the Customer and Torque Calibration. Torque Calibration may retain possession of such Customer Equipment until all outstanding sums have been paid in full in cleared funds.

5.14 If any amount secured by the lien in clause 5.13 remains unpaid for a period of 90 days after written notice has been given to the Customer requiring payment and collection of the Customer Equipment, Torque Calibration may recover its reasonable storage costs and, where permitted by law, take such steps as are reasonably necessary to enforce its lien, including applying to the court for an order authorising the sale or disposal of the Customer Equipment. Any proceeds of sale shall be applied first towards the reasonable costs of storage, sale and enforcement, secondly towards the sums due to Torque Calibration and the balance (if any) shall be accounted to the Customer.

6. Quality of Goods

6.1 Torque Calibration warrants that on delivery the Goods shall:

(a) conform in all material respects with their description or any applicable Goods Specification;

(b) be free from material defects in materials and workmanship; and

(c) be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

6.2 Subject to clause 6.3, if the Customer gives written notice to Torque Calibration within 5 Business Days after discovering that any Goods do not comply with the warranty in clause 6.1 and, if requested, returns those Goods to Torque Calibration's premises at the Customer's cost, Torque Calibration shall be given a reasonable opportunity to inspect the Goods and shall, at its option, repair or replace the defective Goods or refund the price paid for those Goods.

6.3 Torque Calibration shall not be liable for any failure of the Goods to comply with the warranty in clause 6.1 where:

(a) the Customer makes further use of the Goods after giving notice under clause 6.2;

(b) the defect arises because the Customer failed to follow Torque Calibration's oral or written instructions relating to the storage, installation, use or maintenance of the Goods or, in the absence of such instructions, good industry practice;

(c) the defect arises as a result of Torque Calibration following any drawing, design or specification supplied by or on behalf of the Customer;

(d) the Customer alters, modifies or repairs the Goods without the prior written consent of Torque Calibration;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, misuse, abnormal operating conditions or improper storage;

(f) the Goods have been used in conjunction with equipment or components for which they were not intended;

(g) the Goods have been subjected to accident, misuse or improper handling after delivery; or

(h) the Goods differ from their description or any applicable Goods Specification as a result of changes made to ensure compliance with applicable law or regulatory requirements.

6.4 Except as expressly provided in this clause 6, Torque Calibration shall have no liability to the Customer in respect of any failure of the Goods to comply with the warranty in clause 6.1.

6.5 The warranty contained in this clause applies only to the Goods supplied by Torque Calibration and does not apply to any Customer Equipment or any defect, fault or deterioration in Customer Equipment identified during the provision of the Services.

6.6 Where replacement parts or components are fitted to Customer Equipment during the provision of the Services, the warranty in this clause shall apply only to those replacement parts or components and not to the Customer Equipment as a whole.

6.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.8 These Conditions shall apply to any repaired or replacement Goods supplied by Torque Calibration. .

7. Title and risk

7.1 The Risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 4.6.

7.2 Risk in the Customer Equipment shall remain with the Customer at all times. Whilst the Customer Equipment is in its possession, Torque Calibration shall exercise reasonable care and skill in handling and storing the Customer Equipment but shall not be responsible for any deterioration, damage or failure arising from the age, condition, fair wear and tear, latent defect or any pre existing defect in the Customer Equipment.

7.3 Title to the Goods shall not pass to the Customer until Torque Calibration has received payment in full (in cleared funds) for:

(a) the Goods; and

(b) all other sums due from the Customer to Torque Calibration under the Contract.

7.4 Title to the Customer Equipment shall remain vested in the Customer at all times and nothing in the Contract shall operate to transfer ownership of the Customer Equipment to Torque Calibration.

7.5 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of Torque Calibration;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full replacement value;

(d) notify Torque Calibration immediately if it becomes subject to any of the events referred to in clause 14.2(b) to clause 14.2(d); and

(e) provide Torque Calibration with such information relating to the Goods and the Customer's financial position as Torque Calibration may reasonably require.

7.6 If, before title to the Goods passes to the Customer, the Customer fails to make payment when due, Torque Calibration may require the Customer to deliver up the Goods immediately and, if the Customer fails to do so, may enter any premises occupied by the Customer, or any third party where the Goods are stored, to recover them. The Customer shall procure all necessary rights of access for this purpose.

7.7 The rights of Torque Calibration under this clause are in addition to, and shall not prejudice, the contractual lien over Customer Equipment contained in clause 5.13.

8. Supply of Services

8.1 Torque Calibration shall supply the Services to the Customer in accordance with these Conditions, using reasonable care and skill and in all material respects.

8.2 Unless otherwise agreed in writing, Torque Calibration shall determine the appropriate methods, procedures, equipment and Calibration Standards to be used in carrying out the Services.

8.3 Torque Calibration shall use all reasonable endeavours to meet any dates for the performance of the Services specified in the quotation or otherwise agreed in writing. Any such dates are estimates only and time shall not be of the essence for the performance of the Services.

8.4 Torque Calibration reserves the right to amend the Service Specification where necessary:

(a) to comply with any applicable law or regulatory requirement;

(b) to reflect changes in applicable Calibration Standards or industry practice; or

(c) where the amendment will not materially affect the nature or quality of the Services,

and Torque Calibration shall notify the Customer of any material amendment where reasonably practicable.

8.5 Any Calibration Certificate, test report, inspection report or other Deliverable issued by Torque Calibration records the condition, performance and measurement results of the Customer Equipment only at the time the Services were carried out.

8.6 Unless expressly stated otherwise in writing, Torque Calibration does not warrant or represent that the Customer Equipment will remain within any specified tolerance, continue to perform to any particular standard or remain suitable for any particular purpose following completion of the Services or delivery of the Customer Equipment.

8.7 Nothing in the Contract shall be construed as guaranteeing the future performance, reliability or accuracy of the Customer Equipment following completion of the Services.

8.8 Except where expressly agreed otherwise in writing, the Customer shall be responsible for determining the frequency with which its Customer Equipment should be recalibrated, inspected or maintained following completion of the Services.

8.9 Where the Services identify that Customer Equipment is Out of Tolerance, defective or otherwise unsuitable for its intended purpose, Torque Calibration shall have no liability for any loss arising from the Customer's continued use of that Customer Equipment after the results of the Services have been communicated to the Customer.

8.10 Torque Calibration may subcontract the performance of all or any part of the Services to suitably qualified subcontractors but shall remain responsible for the performance of the Services in accordance with the Contract.

8.11 Unless expressly stated in the quotation or the applicable Calibration Certificate, the Services shall not be UKAS accredited or otherwise carried out under any accreditation scheme.

8.12 Where the quotation expressly states that the Services are to be carried out under Torque Calibration's UKAS accreditation, the Services shall be performed in accordance with the applicable requirements of that accreditation.

8.13 The Customer acknowledges that not all Services offered by Torque Calibration are UKAS accredited and that Torque Calibration shall have no liability for any assumption made by the Customer that a Service is UKAS accredited where this has not been expressly stated in the quotation or the applicable Calibration Certificate.

8.14 The Customer shall not refer to, reproduce or otherwise use any reference to Torque Calibration's UKAS accreditation or any other accreditation in any manner that is inaccurate, misleading or inconsistent with the contents of the applicable Calibration Certificate or Torque Calibration's written authority.

8.15 Unless otherwise expressly agreed in writing, all measurements, tolerances and uncertainties stated in any Calibration Certificate shall be determined in accordance with the Calibration Standards adopted by Torque Calibration at the time the Services are carried out.

8.16 Any measurement uncertainty stated in a Calibration Certificate represents Torque Calibration's estimate of the uncertainty associated with the measurement at the time the Services were performed and shall not constitute a guarantee of future measurement accuracy or performance.

8.17 Unless expressly stated otherwise in the quotation or Calibration Certificate, references to standards, tolerances or specifications are those applicable at the date the Services are carried out.

9. Customer's obligations

9.1 The Customer shall:

(a) ensure that the terms of the Order and any information provided to Torque Calibration are complete, accurate and sufficient to enable Torque Calibration to perform the Services;

(b) co operate with Torque Calibration in all matters relating to the Services;

(c) where the Services are to be carried out at the Customer's premises, provide Torque Calibration, its employees, agents, consultants and

subcontractors with such access to the Customer's premises, facilities and equipment as is reasonably required to perform the Services;

(d) provide Torque Calibration with such information, drawings, specifications, manuals and other materials as Torque Calibration may reasonably require in order to carry out the Services;

(e) where reasonably requested by Torque Calibration, provide details of the calibration history, maintenance records and previous repairs relating to the Customer Equipment;

(f) ensure that all Customer Equipment delivered to Torque Calibration is suitable for the Services requested and is adequately packaged and protected during transportation;

(g) ensure that the Customer Equipment is safe to handle and free from contamination which may present a health and safety risk and notify Torque Calibration in writing before delivery of any hazardous substances, radioactive materials, biological contaminants or other hazardous conditions affecting the Customer Equipment;

(h) obtain and maintain all licences, permissions and consents necessary for Torque Calibration to perform the Services;

(i) comply with all applicable laws, regulations and health and safety requirements relating to the Customer Equipment and the Services;

(j) keep all materials, equipment, tools, documents and other property belonging to Torque Calibration in its possession in safe custody, maintain them in good condition and not use or dispose of them except in accordance with Torque Calibration's written instructions;

(k) comply with any additional obligations set out in the quotation, the Service Specification or the Goods Specification; and

(l) promptly notify Torque Calibration of any matter that may affect the provision of the Services or the condition of the Customer Equipment.

9.2 If Torque Calibration's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or by the Customer's failure to perform any of its obligations under the Contract (**Customer Default**):

(a) without limiting any other right or remedy available to it, Torque Calibration may suspend performance of the Services until the Customer remedies the Customer Default;

(b) Torque Calibration shall not be liable for any costs, losses or delays arising directly or indirectly from the Customer Default;

(c) the Customer shall reimburse Torque Calibration on written demand for all reasonable costs and losses incurred by Torque Calibration arising directly or indirectly from the Customer Default, including any abortive

visits, wasted time, storage costs, transportation costs and additional labour costs; and

(d) any dates for completion of the Services shall be extended by such period as is reasonable having regard to the effect of the Customer Default.

9.3 Torque Calibration may refuse to carry out, or may suspend, the Services where it reasonably considers that:

(a) the Customer Equipment is unsafe or unsuitable for the requested Services;

(b) the Customer Equipment is contaminated or presents a health and safety risk;

(c) the Customer has failed to provide information reasonably required to perform the Services; or

(d) carrying out the Services would be unlawful or contrary to applicable health and safety requirements.

9.4 Where Torque Calibration exercises its rights under clause 9.3, the Customer shall remain liable for all reasonable costs incurred by Torque Calibration up to the date on which the Services are suspended or terminated, including inspection, transportation, storage and administration costs.

9.5 The Customer shall remove or back up any software, electronic data or configuration settings stored on the Customer Equipment before it is delivered to Torque Calibration. Torque Calibration shall not be liable for the loss of any software, data or electronic information stored on the Customer Equipment unless caused by its negligence.

10. Charges and payment

10.1 The price for the Goods shall be:

(a) the price set out in the quotation or, where no price is stated, Torque Calibration's current price list in force at the date of the Order; and

(b) exclusive of the costs of packaging, carriage, delivery, collection, insurance and any other applicable charges, unless expressly stated otherwise in the quotation.

10.2 The charges for the Services shall be those set out in the quotation or, where no charge is stated, Torque Calibration's current price list in force at the date of the Order.

10.3 Where, following receipt of the Customer Equipment, Torque Calibration reasonably determines that the Customer Equipment is in a materially different condition from that described by the Customer, or requires additional

inspection, cleaning, dismantling or preparation before the Services can be carried out, Torque Calibration may revise the quotation to reflect the additional work required. If the Customer does not accept the revised quotation, Torque Calibration may charge the Customer for the reasonable costs incurred up to the date the Services are discontinued and return the Customer Equipment at the Customer's cost.

10.4 Unless expressly stated otherwise in the quotation, the charges for the Services include only the Services described in the quotation. The following shall be charged in addition where applicable:

(a) replacement parts, accessories and consumables;

(b) repairs authorised by the Customer;

(c) additional testing or recalibration requested by the Customer;

(d) collection and delivery services;

(e) storage charges in accordance with these Conditions;

(f) any additional work required as a result of defects, damage or contamination identified after commencement of the Services; and

(g) any costs reasonably incurred by Torque Calibration as a result of a Customer Default.

10.5 Where the Customer requests that the Services be carried out on an expedited, priority, urgent or same day basis, Torque Calibration shall use reasonable endeavours to accommodate that request but does not guarantee that the requested turnaround time can be achieved.

10.6 Where Torque Calibration agrees to provide expedited, priority, urgent or same day Services, it reserves the right to charge an additional fee. Any such fee shall be notified to the Customer before the expedited Services are commenced or shall be charged in accordance with the quotation or Torque Calibration's current price list.

10.7 If the Customer requests expedited, priority or urgent Services after the Services have commenced, Torque Calibration shall be entitled to revise the quotation and charge the additional costs reasonably incurred in accommodating that request.

10.8 Unless otherwise agreed in writing, the Customer shall remain liable for the charges for the Services irrespective of whether the Customer Equipment passes or fails calibration or is found to be Out of Tolerance.

10.9 Where Torque Calibration identifies that additional work, repairs or replacement parts are required which are outside the scope of the quotation, Torque Calibration shall notify the Customer and obtain the Customer's approval before

carrying out such work, unless immediate action is reasonably necessary to prevent damage to the Customer Equipment or to ensure safety.

10.10 Torque Calibration reserves the right to increase the price of the Goods or Services before completion of the Contract where the increase results from:

(a) any request by the Customer to alter the scope of the Goods or Services;

(b) any delay caused by the Customer;

(c) inaccurate or incomplete information supplied by the Customer;

(d) any increase in the cost of labour, materials, transportation or other costs beyond Torque Calibration's reasonable control; or

(e) compliance with any applicable law or regulatory requirement.

10.11 Torque Calibration may invoice the Customer:

(a) on completion of the Services;

(b) on delivery or collection of the Goods or Customer Equipment;

(c) at agreed intervals where the Services are performed over an extended period; or

(d) immediately following completion of any additional authorised work.

10.12 The Customer shall pay each invoice:

(a) within 30 days of the date of the invoice or in accordance with any alternative credit terms agreed in writing by Torque Calibration;

(b) in full and in cleared funds to the bank account nominated by Torque Calibration; and

(c) without deduction, set off or counterclaim.

10.13 Time for payment shall be of the essence.

10.14 All sums payable under the Contract are exclusive of VAT. The Customer shall pay any applicable VAT at the same time as the relevant invoice is paid.

10.15 If the Customer fails to make any payment when due, Torque Calibration may, without prejudice to any other remedy:

(a) charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time, accruing daily until payment is made;

(b) suspend the performance of any Services or the delivery or release of any Goods or Customer Equipment;

(c) exercise its contractual lien under clause 5.13; and

(d) recover all reasonable costs incurred in recovering the outstanding debt.

10.16 Torque Calibration may charge reasonable storage charges where the Customer fails to collect Customer Equipment or Goods within three Business Days after notification that they are ready for collection. Storage charges shall continue to accrue until collection or other lawful disposal of the Goods or Customer Equipment.

10.17 All amounts due under the Contract shall be paid in full without any deduction, set off, withholding or counterclaim, except where required by law.

11. Intellectual property rights

11.1 All Intellectual Property Rights in Torque Calibration's calibration methods, procedures, Calibration Standards, know how, software, templates, reports, documentation, processes, trade marks and other materials created, developed or used by Torque Calibration in connection with the Goods or Services shall remain vested in Torque Calibration.

11.2 The Customer shall retain ownership of all Intellectual Property Rights in any drawings, specifications, technical information, software, documents, data and other materials supplied by or on behalf of the Customer to Torque Calibration (Customer Materials).

11.3 The Customer grants Torque Calibration a non exclusive, royalty free, non transferable licence to use the Customer Materials solely for the purposes of performing the Contract.

11.4 Subject to payment in full of all sums due under the Contract, Torque Calibration grants the Customer a non exclusive, non transferable, royalty free licence to use the Deliverables, including any Calibration Certificates, inspection reports and test reports, solely for the Customer's internal business purposes and for demonstrating compliance with applicable legal, regulatory or quality requirements.

11.5 The Customer shall not:

(a) alter, amend or modify any Calibration Certificate or other Deliverable;

(b) reproduce any Calibration Certificate or other Deliverable in a misleading manner or in part only without Torque Calibration's prior written consent;

(c) remove any disclaimer, limitation or accreditation statement contained in any Calibration Certificate or other Deliverable; or

(d) use any Calibration Certificate, Deliverable or reference to Torque Calibration's UKAS accreditation in any manner that is inaccurate,

misleading or likely to create a false impression as to the scope of the Services performed.

11.6 Nothing in the Contract transfers ownership of any Intellectual Property Rights from one party to the other except to the extent expressly provided in this clause.

11.7 The Customer shall not permit any third party to rely upon any Calibration Certificate, inspection report, test report or other Deliverable without Torque Calibration's prior written consent, except where such reliance is required by law or by a regulatory authority having jurisdiction over the Customer.

12. Data protection

12.1 Each party shall comply with its respective obligations under the Data Protection Legislation.

12.2 For the purposes of this Contract, each party shall act as an independent Controller in respect of any Personal Data it processes in connection with the Contract and neither party shall process Personal Data on behalf of the other unless otherwise expressly agreed in writing.

12.3 The Customer acknowledges that Torque Calibration may process Personal Data relating to the Customer's personnel, representatives and other contacts for the purposes of:

(a) administering and performing the Contract;

(b) supplying the Goods and Services;

(c) issuing quotations, Calibration Certificates, invoices and other documentation;

(d) arranging collection and delivery of Customer Equipment;

(e) maintaining customer records and service histories;

(f) complying with legal and regulatory obligations; and

(g) establishing, exercising or defending legal claims.

12.4 Torque Calibration shall process Personal Data in accordance with its Privacy Notice, as amended from time to time, a copy of which is available on its website.

13. Limitation of liability

13.1 The restrictions on liability in this clause reflect the basis upon which the Charges have been calculated and the level of insurance maintained by Torque Calibration. The Customer acknowledges that it is responsible for determining whether it requires insurance in excess of the limits set out in this Contract.

13.2 References to liability in this clause include every kind of liability arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.

13.3 Nothing in the Contract limits or excludes liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

(d) defective products under the Consumer Protection Act 1987; or

(e) any liability which cannot lawfully be limited or excluded.

13.4 Subject to clause 13.3, Torque Calibration's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £1,000,000 in respect of any one claim or series of connected claims.

13.5 Subject to clause 13.3, Torque Calibration shall not be liable for:

(a) loss of profit;

(b) loss of revenue;

(c) loss of business;

(d) loss of contracts;

(e) loss of anticipated savings;

(f) loss of goodwill;

(g) loss of production;

(h) loss of use of equipment;

(i) loss of use of aircraft or other vehicles;

(j) aircraft on ground (AOG) costs;

(k) delay costs;

(l) recall costs;

(m) regulatory penalties or sanctions imposed upon the Customer;

(n) loss of certification or regulatory approval;

(o) loss of data or software;

(p) indirect or consequential loss.

13.6 Without limiting clause 13.5, Torque Calibration shall have no liability for any loss arising from:

(a) Customer Equipment becoming Out of Tolerance after completion of the Services;

(b) the Customer continuing to use Customer Equipment after Torque Calibration has identified that it is Out of Tolerance or otherwise unsuitable for its intended purpose;

(c) any repair, modification, adjustment, misuse, accidental damage, deterioration, fair wear and tear or improper storage occurring after completion of the Services;

(d) the Customer's failure to maintain, inspect or recalibrate the Customer Equipment at appropriate intervals;

(e) inaccurate, incomplete or misleading information supplied by the Customer;

(f) the use of the Customer Equipment for any purpose for which it was not designed or calibrated.

13.7 Any Calibration Certificate records the condition and performance of the Customer Equipment only at the time the Services were carried out. It does not constitute a warranty or guarantee that the Customer Equipment will remain within any stated tolerance or continue to perform to that standard after completion of the Services.

13.8 Torque Calibration shall not be liable for any decision made or action taken by the Customer or any third party in reliance upon a Calibration Certificate other than for the purpose for which it was issued.

13.9 Where any loss, damage, liability or expense suffered by the Customer arises as a result of the acts or omissions of the Customer or any third party, including any maintenance organisation, repair organisation, aircraft operator, manufacturer, supplier, installer, inspector, calibration laboratory or other contractor, Torque Calibration shall only be liable to the extent that such loss, damage, liability or expense is directly attributable to its own breach of the Contract or negligence.

13.10 Torque Calibration shall not be liable for any loss to the extent that such loss could reasonably have been avoided by the Customer or is attributable to:

(a) the Customer's failure to inspect, maintain or recalibrate the Customer Equipment;

(b) any repair, adjustment, modification or misuse of the Customer Equipment after completion of the Services;

(c) inaccurate or incomplete information supplied by the Customer;

(d) any act or omission of a third party; or

(e) the Customer's failure to comply with any recommendation or limitation contained in a Calibration Certificate or other Deliverable.

13.11 Except as expressly set out in this Contract, all warranties, conditions and other terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.

13.12 This clause shall survive termination or expiry of the Contract.

14. Termination

14.1 Without prejudice to any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the Contract which, if capable of remedy, is not remedied within 14 days after receiving written notice requiring it to be remedied;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up, having a receiver or administrator appointed over any of its assets, or any analogous insolvency proceedings in any jurisdiction;

(c) the other party suspends, threatens to suspend or ceases carrying on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that, in the reasonable opinion of the terminating party, its ability to fulfil its obligations under the Contract is materially impaired.

14.2 Without prejudice to any other right or remedy available to it, Torque Calibration may terminate the Contract immediately by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract by the due date for payment;

(b) the Customer fails to collect the Customer Equipment or any Goods within a reasonable period after written notice requiring collection;

(c) the Customer refuses to approve additional work which Torque Calibration reasonably considers necessary to complete the Services safely or properly;

(d) the Customer Equipment is unsafe, contaminated or otherwise unsuitable for the Services and the Customer fails to remedy the issue within a reasonable period after being requested to do so;

(e) the Customer provides information which is materially inaccurate or misleading and which materially affects the performance of the Services; or

(f) there is a change of control of the Customer which, in the reasonable opinion of Torque Calibration, may adversely affect the Customer's ability to perform its obligations under the Contract.

14.3 Torque Calibration may suspend the performance of the Services, refuse to release any Customer Equipment or Goods, or suspend any further work under this Contract or any other contract with the Customer where:

(a) any invoice remains unpaid after the due date;

(b) the Customer is in material breach of the Contract;

(c) the Customer becomes subject to any of the events referred to in clause 14.1(b) to clause 14.1(d); or

(d) Torque Calibration reasonably considers that continuing to perform the Services would be unsafe, unlawful or commercially unreasonable.

14.4 Termination or suspension of the Contract shall not affect any accrued rights or remedies of either party.

15. Consequences of termination

15.1 Upon termination or expiry of the Contract:

(a) the Customer shall immediately pay all outstanding invoices, together with any accrued interest and all other sums due under the Contract;

(b) Torque Calibration may issue an invoice for any Goods supplied or Services performed but not previously invoiced, which shall become immediately due and payable;

(c) the Customer shall collect any Customer Equipment from Torque Calibration's premises promptly following written notification that it is available for collection, subject always to Torque Calibration's rights under clause 5.13 (Contractual Lien);

(d) the Customer shall return all Supplier Materials, documents and other property belonging to Torque Calibration which remain in its possession;

(e) Torque Calibration shall be entitled to retain possession of any Customer Equipment until all outstanding sums due under the Contract have been paid in full in accordance with clause 5.13; and

(f) where the Customer fails to collect the Customer Equipment within a reasonable period following termination, Torque Calibration may continue to charge reasonable storage charges until the Customer

Equipment is collected or otherwise dealt with in accordance with the Contract and applicable law.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities which have accrued before the date of termination or expiry, including the right to recover damages for any breach of the Contract which existed at that date.

15.3 Any provision of the Contract which expressly or by implication is intended to come into force or continue in force following termination or expiry shall remain in full force and effect, including (without limitation) clauses relating to payment, intellectual property, confidentiality, data protection, limitation of liability, the contractual lien, governing law and jurisdiction.

15.4 If the Customer fails to collect the Customer Equipment within 90 days after written notice requiring collection has been given, Torque Calibration may, after giving a final written notice of not less than 14 days, dispose of the Customer Equipment in accordance with applicable law. Torque Calibration may deduct from the proceeds of sale (if any) all outstanding sums due under the Contract together with its reasonable storage, handling and disposal costs and shall account to the Customer for any remaining balance. If the Customer Equipment has no commercial value, Torque Calibration may dispose of it without liability to the Customer.

16. Confidentiality

16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, products, operations or trade secrets of the other party which it acquires in connection with the Contract, except as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors, professional advisers and insurers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract, provided that the receiving party ensures that such persons comply with the obligations of confidentiality contained in this clause;

(b) where required by law, any court of competent jurisdiction or any governmental, regulatory or enforcement authority;

(c) where reasonably required for the purposes of maintaining or obtaining accreditation, certification or regulatory approval, including disclosure to UKAS, certification bodies or external auditors, provided that such persons are subject to appropriate duties of confidentiality; or

(d) where reasonably necessary for the establishment, exercise or defence of legal claims.

16.3 Neither party shall use the other party's confidential information for any purpose other than exercising its rights or performing its obligations under or in connection with the Contract.

16.4 Nothing in this clause shall prevent Torque Calibration from retaining copies of Calibration Certificates, test reports, inspection reports, service records and other Deliverables for the purposes of quality assurance, accreditation, regulatory compliance, legal compliance, insurance, record keeping and the establishment, exercise or defence of legal claims.

16.5 The Customer acknowledges that the methods, procedures, Calibration Standards, know how, technical processes, software, templates and documentation used by Torque Calibration in providing the Services constitute the confidential information and intellectual property of Torque Calibration.

16.6 The obligations contained in this clause shall not apply to information which:

(a) is or becomes publicly available other than through a breach of this Contract;

(b) was lawfully in the receiving party's possession before disclosure by the other party;

(c) is lawfully received from a third party without restriction on disclosure; or

(d) is independently developed without reference to the confidential information of the other party.

16.7 The Customer shall identify any information or Customer Equipment that is subject to export control legislation, security classification or specific confidentiality restrictions before it is supplied to Torque Calibration. Torque Calibration shall not be liable for any failure to comply with such restrictions unless they have been notified to it in writing before the Services commence

16.8 The obligations of confidentiality contained in this clause shall survive the termination or expiry of the Contract.

17. Force majeure

Neither party shall be liable for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure results from a Force Majeure Event. The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and use reasonable endeavours to mitigate its effects. If the Force Majeure Event continues for

more than 60 consecutive days, either party may terminate the Contract by giving not less than 14 days' written notice to the other party.

18. General

18.1 Assignment and other dealings

(a) Torque Calibration may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, provided that it gives prior written notice of such dealing to the Customer.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Torque Calibration.

18.2 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) by email to the email address used by the parties during the negotiation or performance of the Contract, or to such other email address as either party may notify to the other from time to time.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(d) The parties agree that quotations, Orders, acceptances, notices and other communications relating to the Contract may be exchanged electronically and that electronic communications shall satisfy any requirement that such communications be in writing.

18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 18.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

18.4 Waiver.

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.7 Third party rights.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8 Variation.

No variation of a Contract shall be effective unless agreed in writing by the parties. Torque Calibration may amend these Conditions from time to time. Any amended Conditions shall apply to quotations issued after the date on which the amended Conditions are published on Torque Calibration's website.

18.9 Governing law.

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation

shall be governed by and construed in accordance with the law of England and Wales.

18.10 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.