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## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

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These Terms and Conditions apply to all transactions between AddParts Ltd ("the Seller") and its customers ("the Buyer"), covering both the sale of goods and provision of services.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions have the following meanings:

- "Business Day" means any day other than a Saturday, Sunday, or bank holiday in England;
- "Contract" means the agreement between the Seller and the Buyer for the sale and supply of Goods and/or Services incorporating these Terms;
- "Goods" means the physical products manufactured or supplied by the Seller;
- "Services" means all digital and consultancy services, including but not limited to CAD, scanning, data logging, design, and digital storeroom access;
- "Digital Storeroom" means the Seller's proprietary online portal for storage and retrieval of part data and deliverables;
- "Writing" includes emails and other forms of electronic communication that can be stored and reproduced.

1.2 Headings are included for convenience only and shall not affect interpretation.

### 2. Basis of Contract

2.1 The Contract shall come into effect once the Buyer accepts a written quotation or places an order that is confirmed in writing by the Seller.

2.2 These Terms apply to all Contracts to the exclusion of any terms proposed by the Buyer, unless explicitly agreed in writing.

2.3 No variation shall be valid unless confirmed in writing by an authorised officer of the Seller.

### 3. Orders and Specifications

3.1 Orders must be confirmed by the Seller before they are binding.

3.2 Any descriptive materials (e.g. drawings, images) are for guidance only and do not form part of the Contract unless expressly stated.

3.3 The Seller reserves the right to amend specifications to comply with applicable laws or for continuous improvement, provided such changes do not materially affect quality or performance.

#### **4. Prices and Payment**

4.1 Prices are set out in the Seller's written quotation or order confirmation. All prices are exclusive of VAT unless otherwise stated.

4.2 Payment terms are 30 days from the date of invoice unless agreed otherwise in writing. Time of payment is of the essence.

4.3 The Seller may suspend or cancel any order where the Buyer is overdue on payments.

#### **5. Delivery of Goods**

5.1 Delivery dates are approximate and not of the essence unless agreed otherwise.

5.2 Risk in Goods passes on delivery. Title remains with the Seller until full payment is received.

5.3 If the Buyer fails to accept delivery, the Seller may store Goods at the Buyer's expense.

#### **6. Provision of Digital Services**

6.1 The Seller provides services including data logging, CAD, scanning, design optimisation, and platform access.

6.2 Services are delivered within allocated time bands (e.g. 24 hours/month) under a subscription model. Additional work is charged per the current rate card.

6.3 Digital Stock Building visits are subject to prior arrangement and count towards service hours.

6.4 If monthly time is not fully used, a maximum of 8 hours may be rolled over to the next month only. Rollover hours expire if not used within that period.

## **7. Intellectual Property and Data**

7.1 The Seller retains all intellectual property in CAD files, design data, and digital deliverables unless agreed otherwise.

7.2 The Buyer is granted a non-exclusive, non-transferable licence to use digital files for internal use only.

7.3 The Buyer may request digital data releases, subject to applicable release fees.

## **8. Digital Platform Use**

8.1 The Buyer is responsible for securing its account credentials.

8.2 The Seller reserves the right to suspend or update the platform to maintain service standards.

8.3 Data accuracy provided by the Buyer is the Buyer's responsibility. The Seller is not liable for consequences arising from inaccurate Buyer-supplied information.

## **9. Inspection, Defects and Returns**

9.1 The Buyer must inspect Goods upon delivery and notify the Seller in writing of any defects within 14 days.

9.2 No returns are accepted without the Seller's prior written agreement.

## **10. Limitation of Liability**

10.1 Nothing limits the Seller's liability for death, personal injury caused by negligence, or fraud.

10.2 The Seller is not liable for indirect, consequential, or special losses, including loss of profit or business.

10.3 Total liability under each Contract shall be limited to the value of the specific order.

## **11. Termination**

11.1 Either party may terminate the Contract with immediate effect if the other party becomes insolvent or commits a material breach.

11.2 On termination, any outstanding payments become immediately due.

## **12. Confidentiality**

12.1 Each party shall treat all commercial information as confidential and not disclose it to any third party without consent.

## **13. Force Majeure**

13.1 The Seller shall not be liable for delays or failures caused by events beyond its reasonable control.

## **14. Governing Law and Jurisdiction**

14.1 These Terms and any disputes arising out of them shall be governed by English law.

14.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts.