

# TECHNOSOFT General Conditions of Sales

## 1. General

All orders are accepted and executed on the understanding that the Purchaser is bound by the following General Conditions of Sale. Where there is any inconsistency between these General Conditions of Sale and any Conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.

## 2. Validity of Quotations

Technosoft reserves the right to refuse the Purchaser's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period.

## 3. Prices and discounts

The published prices of and the discounts applicable to the Technosoft's products are those ruling on the date of publication and are subject to alteration without notice. V.A.T., where applicable, will be added by the company to its invoices.

## 4. Payment

Unless otherwise agreed by the Technosoft in writing, the goods shall be paid for in cash within 30 days after delivery was made. Technosoft's prices are net and are not subject to any settlement terms.

## 5. New Accounts

Where a credit account is desired, a Bank and two trade references may be required.

## 6. Transportation

Unless otherwise specified by Technosoft, goods are delivered EXW. When special delivery arrangements are requested, special rates will be charged.

## 7. Loss or Damage in Transit

Clear receipts should be given only if goods have been examined, as an unqualified signature may react to the disadvantage of the Purchaser if the consignment should become the subject of claim. In the Event of short delivery or damage in transit, it is essential that Technosoft's dispatching depot and the carriers be advised within seven days of receipt of goods. Irrespective of condition of packing, goods and packing should be held for inspection by Carriers for return. After inspection, Carriers should accept goods or return to sending depot, carriage free. The following details should be sent to Technosoft:

Advice Note Number	Condition of package
Carriers Name	Date consignment received
Date Carrier Advised	Extent of damage or shortage

In the event of non-delivery, Carriers and Technosoft's dispatching depot should be advised within fourteen days of the date of invoice. Technosoft will not be responsible for goods lost or damaged in transit unless the above conditions are observed.

Liability for Delay

Any times quoted for dispatch, repair or replacement are to be treated as estimates only and Technosoft shall not be liable for failure to dispatch, repair or replace within such time unless the Purchase has suffered loss thereby and the amount payable in respect thereof shall have been agreed in writing as liquidated damages, in which case the Technosoft's liability shall be limited to the amount so agreed to be paid. In all cases, whether a time for dispatch, repair or replacement be quoted or not, the time for dispatch, repair or replacement shall be extended by a reasonable period if delay in dispatch, repair or replacement is caused by instruction or lack of instruction from the Purchases or by industrial dispute or by any cause whatsoever beyond the Technosoft's reasonable control.

## 8. Retention of Title

Technosoft shall retain title to the goods delivered or sold until it has received payment in full in cleared funds for the amounts due in relation to the sale of those goods. In order to facilitate the identification of goods, until title has passed to it, the Purchaser shall not remove or obscure any identifying marks on the goods so that they remain readily identifiable as the Technosoft's property. The Purchaser shall notify Technosoft immediately if it becomes subject to any Insolvency Events. Technosoft shall be authorized to enter the Purchaser's premises during working hours in order to proceed with a recovery of goods to which it has retained title.

## 9. Default

Technosoft shall have the right to discontinue delivery and also at its discretion to determine the contract in respect of any undelivered goods if the Purchaser defaults in payment.

## 10. Defects After Delivery

Technosoft will make good, by repair at the Technosoft's option, by the supply of replacement, defects which, under proper use, appear in the goods within a period of 12 months after the goods have been delivered and arise solely from faulty design, materials or workmanship. Provided further that in respect of parts or components not of the Technosoft's manufacture, it will give the Purchaser a guarantee equivalent to the guarantee (if any) which it may have received from the supplier of such parts or components a liability greater than that imposed on it by the aforesaid period of this clause. Except as aforesaid and as provided in Clauses 8 and 9, Technosoft shall not be under liability in respect of defects of from any work done in connection therewith and its liability under this clause shall in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such goods.

## 11. Special Orders

All orders for tooling or design, non-standard, not included in catalogues are conserved to be « Specials » - the production of which is undertaken on the understanding that the purchaser will accept under or over delivery to the extend of 10 per cent at the price quoted per unit.

## 12. Cancellation of Purchase Order

Buyer may alter or cancel its order only with the prior written consent of Technosoft, which Technosoft may withhold in its sole discretion. All alterations or cancelations will be subject to payment to indemnify Technosoft against any loss, damage and expense incurred by Technosoft in relation to the alteration or cancellation of that order, including but not limited to the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the products and all labour and engineering costs incurred by Technosoft in the execution or part execution of the products and including compensation payable to any of Technosoft' suppliers and loss of profit. Buyer may return products only at its sole cost and only with the prior written authorization of Technosoft, subject to a restocking fee as requested by the Technosoft. No returns of special, custom, or made-to-order products will be permitted. No returns will be permitted more than sixty (60) days after delivery.

## 13. Descriptive Matter and Illustrations

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by Technosoft are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of a contract.

## 14. Updates and Upgrades

Technosoft reserves the right to install updates or make changes to the software and/or hardware of the products in order to provide the best possible user experience.

## 15. Patents

In the event of any claim being made or action being brought against the Purchaser in respect of infringement of Patents by the use or sale of goods supplied hereunder, the Purchase is to notify Technosoft immediately and Technosoft shall be at

liberty with Purchaser's assistance if required, but at Technosoft's expense, to conduct through Technosoft's own lawyers and experts all negotiations for the settlement of the same or any litigation that may arise therefrom ; subject to such notifications and provided that no such goods, or any part thereof, shall be used for any purpose other than that which Technosoft supply them, Technosoft will indemnify the Purchaser in respect of any such claims.

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