

## Trading Terms & Conditions

### 1. General.

- 1.1 The following terms and conditions shall apply to every contract for the sale of goods and supply of services by Techni Engineering Solutions SL (Techni) to the customer and shall supersede all other terms and conditions issued by Techni subject to any variation under clause 1.2 these conditions form part of the contract to the exclusion of all other terms and conditions (Including any terms or conditions which the customer purports to apply under any purchase order, conformation of order, specification or other document.)
- 1.2 Any purported variation of exclusions (whether contained in any document of the customer or otherwise) shall be of no effect unless accepted in writing by Techni.
- 1.3 Any order whether or not based upon quotation shall not be binding on Techni unless accepted by it in writing.
- 1.4 Any representations or warranties made or given by anyone on behalf of Techni prior to its acceptance of an order and not contained in Techni's written quotation are hereby expressly excluded.
- 1.5 If any contract is expressed to be made subject to any named and printed standard terms of contract e.g. (by way of example only) the Standard Terms and Conditions of the Institution of Mechanical Engineers or if any contract contains expressed written undertaking by Techni repugnant to or inconsistent with all or any of these conditions such standard terms and/or express written undertaking shall prevail over these Conditions to the extent of any such repugnancy or inconsistency but otherwise shall be construed together with these Conditions so that there shall be deemed to be no surrender by Techni or any rights, powers, privileges, liberties or exceptions granted to Techni by any such standard terms and/or expressed written undertakings.
- 1.6 Headings in these Conditions are for ease of reference only and shall not affect the interpretations of these Conditions.

### 2. Specifications.

- 2.1 Unless agreed in writing with the customer Techni reserves the right in its absolute discretion to vary any specification or design without prior notice and to supply any alternative goods which are in its opinion equivalent to those offered or contracted to be sold to the customer.

### 3. Prices.

- 3.1 Unless otherwise stated all prices quoted by Techni are exclusive of Sales Tax, carriage and packaging.
- 3.2 Techni shall have the right to make an additional charge over and above its quoted price in the following circumstances:
  - 3.2.1 In the event of any variation or supply of alternative goods in accordance with Clause 2.1 hereof.
  - 3.2.2 Where any order is placed and accepted for goods or services differing in any way from the goods or services specified in Techni's quotation.
  - 3.2.3 Where there is any increase in the costs (of manufacture or otherwise) incurred by Techni prior to the delivery of the goods and/or supply of services.

### 4. Payment.

- 4.1 Payment for goods sold or services supplied by Techni shall be made within 30 days of the date of Techni's invoice.
- 4.2 Without prejudice to any other rights of Techni if the customer fails to make payment on or before the due date Techni expressly reserves the right to charge interest on any outstanding balance at the rate of 3% above the Base Lending Rate for the time being of HSBC.
- 4.3 In the event of the customer suffering any distress or execution to be levied against it or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purpose of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets Techni shall be entitled to cancel the contract by notice in writing to the customer without prejudice to Techni's rights to payments for any goods

delivered services supplied or for any work undertaken expenses incurred in connection with any contract which amounts shall become immediately due and payable on demand.

- 4.4 If the customer shall default in payment or if Techni shall have reasonable grounds for doubting that payment will be made on the due date Techni shall be entitled to withhold deliveries of goods and supply of services without prejudice to its right to payment for goods delivered services supplies or for any work undertaken and expenses incurred in connection with any contract which shall become immediately due and payable on demand.

### 5. Delivery and Completion date.

- 5.1 Techni will use its best endeavours to ensure delivery of goods and to complete any work on or prior to the estimated delivery or Completion Date (if any) but unless the customer shall have stipulated in its order that time shall be of the essence of the contract and Techni shall have accepted such stipulation in writing Techni shall not be liable for any loss or damage however directly consequential or otherwise caused by any delay in delivery or completion.

### 6. Title and risk.

- 6.1 Title to the goods shall remain with Techni until the customer has paid all sums due to Techni on any account.
- 6.2 Prior to full payment for the goods being made by the customer the customer shall store all such goods in such a way that they shall be identifiable as not forming part of any goods belonging to the customer or any third party.
- 6.3 In any of the events specified in sub-sections 3 and 4 of Clause 4 above Techni (without prejudice to its other rights under these conditions) shall be entitled to enter upon any land or premises where the goods may be for the time being and to recover possession of them.
- 6.4 The risk in the goods shall pass to the customer on delivery.
- 6.5 For so long as title to the goods is retained by Techni and the same remain in the possession custody or control of the customer.
- 6.6 The customer shall indemnify Techni in respect of any loss or damage to the goods however occurring such indemnity being limited to the total indebtedness of the customer to Techni.
- 6.7 The customer shall Not destroy, modify or conceal any identifying marks of the Techni supplied product(s).

### 7. Delivery.

- 7.1 Upon Techni notifying the customer that the goods are ready for delivery or tendering delivery of the goods the customer shall agree to accept delivery of the goods forthwith. If the customer shall fail to give proper delivery instructions or to accept delivery as fore said it shall be liable for all costs incurred by Techni as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect its obligations to purchase the goods or the right of Techni to damages to breach of such obligation.
- 7.2 If Techni have contracted the transportation of the goods on behalf of the Customer, the cost of the transportation, any insurance or any other costs which Techni may have incurred upon instruction from the Customer, shall be re-imbursed by the Customer without any form of withholding, and demanded on the same date of payment of the product. In any case, the transport carrier will be considered as an agent of the Customer.
- 7.3 Should the Customer not accept the delivery of the goods for any reason, or should Techni not have been able to deliver the product on time as a result of causes due to the Customer, the goods shall be considered as having been delivered and Techni may store them until the definitive delivery thereof, with all costs and expenses to be met by the Customer.
- 7.4 In the event that the goods are delivered at a time and place agreed by the customer but no representative of the customer is present when the goods are so delivered Techni reserve the right to deposit the goods at the specified place and shall have no liability in respect of loss or damage resulting there from.

## 8. Damage to goods in Transit.

- 8.1 Techni shall have no liability in respect of goods lost or damaged in transit unless the customer gives a written notice within 48 hours of delivery or in the case of the whole consignment failing to arrive gives notice in writing to Techni within 7 days of receipt of Techni's dispatch note or invoice.
- 8.2 Techni's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods in a reasonable period of time, or by means of the issuing of a pro rata credit note in respect of the invoice issued.

## 9. Warranties and Limitations.

- 9.1 Techni will replace or repair without charge any goods in respect of which defects arise from faulty materials or workmanship upon notification of the same to Techni in writing within 60,000 Miles or 36 months, whichever comes first, from the date of delivery of the goods in question provided as follows:
- (a) Such goods shall have been properly used, kept and maintained at all times and in accordance with any accompanying instructions.
- (b) Such defects shall not have arisen as a result of any attempted repair, replacement, adjustment, modifications or alteration carried out by persons other than accredited agents of Techni.
- (c) Such defects shall be notified to Techni in writing within 14 days of the same becoming apparent.
- (d) The goods are properly returned to Techni carriage paid.
- 9.2 Save as provided in Sub-conditions above Techni shall have no other or further liability in respect of the goods or any defects therein and all warranties whether expressed or implied by law as to the quality fitness for any purpose correspondence to description or sample of the goods are expressly excluded except insofar as any statute or rule of law provided to the contrary.
- 9.3 Techni shall not be responsible for any injury, damage or loss caused directly or indirectly by the goods whether as a result of their manufacture, operation, use or otherwise and whether as a result of any defect therein unfitness for purpose or otherwise and the customer shall indemnify Techni from any claim arising from any such injury, damage or loss suffered by any third party.
- 9.4 Techni shall have no liability for any of the following:
- 9.4.1 Consequential loss, damage or recovery of any kind, including the towing of any broken-down vehicle to the service point and/or travel time to the service point, and does not cover the leasing of a substitute vehicle.
- 9.4.2 Damage caused by the Customer not following the installation instructions and start up procedure.
- 9.4.3 The Customer having failed to ensure the maintenance regime has been adhered to, or is unable to demonstrate adherence through service records/history.
- 9.4.4 Warranty claims for compressor mount brackets will only be considered if the compressor drive belt and idle pulleys have been maintained in accordance with the schedule below:  
Maximum drive belt life – 30,000 miles (50,000 km) or 12 months, or 600 system operating hours, whichever comes first.  
**Note** : Vehicles fitted with a manual belt tensioner must be re-tensioned within 5,000 miles (8,000 km) and every 10,000 miles (16,000 km), or 250 system operating hours thereafter.  
Maximum idle pulley life – 30,000 miles (50,000 km) or 24 months whichever comes first.
- 9.4.5 Damage caused by poor/incorrect fitting, or removal as a result of any other work being carried out on the vehicle following the initial installation.
- 9.4.6 Where the Customer has altered or repaired the Techni Kit prior to failure, or used components not supplied by Techni, without Techni's prior knowledge.
- 9.4.7 Products for vehicle installation are designed and manufactured to operate under normal vehicle working cycles and conditions. Therefore, warranty claims will not be accepted if it is considered that the

vehicle have been operating in extreme engine cycles or conditions.

- 9.4.8 Products for vehicle installation are designed and manufactured to operate on the specific vehicle application(s) stated in the Installation Manual/Application Guide. Therefore, warranty will not be accepted if additional changes have been made to the vehicle which may be considered to adversely affect the performance of such products.

### 9.5 Compressors supplied by Techni:

- 9.5.1 Compressors supplied by Techni with, or as part of, a Techni compressor mount kit : New installations 12 months from date of delivery. Customer must specify the Refrigerant and compressor oil type when placing the order.
- 9.5.2 Replacement compressors. 3 months from date of delivery, provided the Customer can prove that the system had been flushed and vacuumed prior to the replacement compressor being installed.
- 9.5.3 The warranty offered will be subject to the terms and conditions of the supplying manufacturer.

### 9.6 Techni shall have no liability for any of the following:

- (a) Consequential loss, damage or recovery of any kind.
- (b) Fair wear and tear of any part.

### 9.7 Techni will replace or repair without charge any non moving part within a compressor mount kit in respect of which defects arise from faulty materials or workmanship within the life of the vehicle.

## 10. Intellectual Property.

- 10.1 The customer acknowledges that any trademarks patents copyright or other intellectual property rights in the goods and in any technical documents drawings or specifications relating thereto remain the property of Techni or its suppliers as the case may be.
- 10.2 The customer shall not copy or permit any other person to copy any goods or any drawings specifications technical data and any other document information or material of any kind relating thereto.
- 10.3 The customer further agrees that it shall not deface or remove from any goods any notice proprietary legends labels or trade marks whether belonging to Techni or to any third party.
- 10.4 The customer shall indemnify Techni to the full extent of any costs disbursements and damages payable by Techni in the event if any claim made against Techni due to any injury, damage or loss suffered by any third party as a result of noncompliance by the customer with sub-conditions 2 and 3 above.
- 10.5 Techni gives no warranty that goods supplied to the customer do not infringe any trademarks, patents, copyright or other intellectual property right belonging to any third party.

## 11. Confidentiality.

- 11.1 The customer agrees that it will treat any technical documents drawings or specifications and any other information relating to the goods supplied to it by Techni as confidential and will not without the prior written consent of Techni disclose the same to any person other than such of its employees as shall require to use the same and shall be bound by obligations of secrecy in respect thereof.

## 12. Sub-Contracting.

- 12.1 Techni shall have the right to sub-contract all or any part of its obligations hereunder.

## 13. Customers own designs or instructions.

- 13.1 If Techni shall manufacture or supply any goods in accordance with any designs or instructions furnished or given by the customer, the customer shall identify Techni to the full extent of any costs, disbursements and damages payable by Techni in the event of any claim made against it due to any injury damage or loss suffered by any third party as a result of any such designs or instructions infringing any copyright, trade mark, patent or other intellectual property right belonging to such third party shall first have given the customer three months notice in writing of its intentions.

#### 14. Customers own Components.

- 14.1 If Techni and the customer shall agree that components are to be supplied by the customer to Techni for insertion in goods manufactured or supplied by Techni.
- 14.2 The customer shall deliver such components to Techni carriage paid and in sufficient quantities to allow:
- (a) For uninterrupted production of the goods in accordance with the agreed rate of delivery and:
- (b) For any loss of such components during the manufacturing process.
- 14.3 Any components surplus to Techni's requirements shall if requested by the customer be returned to the customer at the customer's expense.
- 14.4 All components shall be suitable for incorporation in goods and of good quality and shall comply with any mutually agreed dimensions and tolerances.
- 14.5 Any defect in the goods attributable to unsuitable or faulty components supplied by the customer shall not entitle the customer to reject any of the goods or claim from Techni any such defects constitute any breach of contract upon the part of Techni.
- 14.6 If Techni shall incur any expense or suffer any loss or damage as a result of the customer's failure to comply with sub-conditions 1 to 4 of Clause 15 above or any of them the customer shall indemnify Techni to the full extent of any such expense loss or damage incurred by Techni.

#### 15. Waiver.

- 15.1 Conformity with Laws and Regulations:
- 15.1.1 Techni does not promise or declare that the products shall be in conformity with any laws, ordinances, regulations, codes or rules applicable to Techni and its product(s), other than those of European and USA application on quality, safety and the environment, unless this may be expressly stipulated in the purchase order.
- 15.1.2 The Customer acknowledges that the use of the products may be subject to the requisites and limitations set down in these laws and rules. The Customer shall be exclusively responsible for (i) ensuring compliance with all laws and rules related to the use, application and installation of the product(s), and : (ii) obtaining all official approvals and validations, licences or authorisations necessary for the said use.
- 15.2 Limitation of Liability:
- 15.2.1 The total liability of Techni, which may be derived from the execution of this contract, due to any action, omission, negligence or any others, shall be limited to the price of the goods, except in the case of damages to the engine of the vehicle, in which case Techni shall cover that which may probably have been caused by the product(s).
- 15.2.2 Techni shall not be liable before the Customer for any direct, indirect or consequential losses or damages (whether this may be for loss of profits, loss of business, loss of goodwill or any others) costs, expenses or any other claims for whatever consequential compensation (however this may have been caused) which may take place in, or be related to, the contract.

#### 16. Force Majeure.

- 16.1 Techni shall not be liable for any loss or consequential liability or damage sustained by the customer by reason of act of god war riot fire strike lock out governmental control or regulation abnormal weather conditions accidents breakdown or any other circumstances beyond its control.

#### 17. Law.

- 17.1 These terms and conditions shall be governed by and construed in all respects according to English Law and the parties agree that all disputes shall be referred for determination to the English Courts.

#### 18. Fitting and Maintenance.

- 18.1 Unless agreed by it in writing Techni shall be under no obligation to effect any fitting or maintenance of goods supplied to the customer. Where Techni does agree to carry out any work the following additional Terms and Conditions shall apply:

- (a) The customer shall at its own expense provide Techni or its agents with suitable access to and possessions of its premises the goods and other equipment to which the goods are to be fitted suitable protections for the goods at all time after delivery adequate lighting during fitting or maintenance and all other facilities which Techni may require.
- (b) If for any reason fitting or maintenance cannot be commenced at the time of delivery or at the agreed time costs incurred thereby including storage unloading and attendance of Techni employees and otherwise shall be payable by the customer.
- (c) The customer shall reimburse Techni in respect of any over-time payable to Techni's employees in connection with such fitting or maintenance.
- (d) Techni shall be entitled for the purposes of such fitting or maintenance to use any of its employees whether or not such employees belong to any trade union.
- (e) Techni shall have no liability for any assistance rendered in connection with any fitting or maintenance of the goods including any damage occasioned by its employees or its agents to any property or employees of the customer and customer shall indemnify Techni from any claim arising from any such damage.

#### 19. Tests.

- 19.1 In the event that the customer agrees to attend inspection or tested of the goods or any work performed by Techni and the customer fails to attend after being given at least 10 days notice by Techni then such inspections or test will take place in the customer's absence and Techni shall be deemed to have complied with its contractual obligations.

#### 20. Returns.

- 20.1 Goods supplied in accordance with the contract cannot be returned without written permission of the seller. Notification of return must be received by the company within 14 days of receipt of the goods. Duly authorised returns will be at the lower of the original price or current price, and will incur a 15% handling charge to cover administration and verification of the returned goods.
- 20.2 The Customer must ensure that the terms of the confirmed purchase order, and any specifications applicable are complete and precise. In the case of any error, the costs caused by returning the product(s) are to be met by the Customer.

#### 21. Warranty Claims.

- 21.1 Contact Techni immediately in the case of a failure.
- 21.1.1 The Customer must send digital pictures of the failure in situ, and of all the mount and drive system installation, including the compressor and the engine compartment around the installation and the O.E Belt drive.
- 21.1.2 Techni will analyse the situation together with the Customer and shall authorise in writing the actions which must be carried out for the correction of the situation, in relation to the technical assistance to be rendered, the labour and the material necessary in order to solve the same. Should this procedure not be followed, Techni shall not be obliged to respond for the warranty offered.
- 21.2 Where goods are to be returned a 'Goods returns number' will be required.
- 21.3 Where inspection is required the customer will arrange for access for a Techni representative to view and inspect the failed component.
- 21.4 Any replacement parts will be charged in full and only credited in the event of a valid warranty claim. Any labour will be funded at a rate of €45 per hour in the event of a valid warranty claim, limited to the removal and replacement of the failed component(s).

#### 22. Disclaimer

- 22.1 The contents of these trading terms and conditions are correct at the time of publication. Techni Limited reserves the right to vary, modify or change and of the products, services or specifications including those described or referred to in this publication at any time without prior notice.