

HOLMES CIRCUIT DESIGNS LTD.
TRADING AS HCD
TERMS and CONDITIONS

1. INTERPRETATION

In these Terms and Conditions:-

"Board Layout" means the board layout designed and produced by us in accordance with the Specification;

"Board Manufacture" means the manufacture of the bare PCBs only

"Assembly" means the component assembly of the PCBs, and can include final unit assembly and cable assembly.

"Intellectual Property Rights" means all intellectual property rights including (but not limited) to patents, registered or unregistered design rights, trade marks or copyright;

"the Specification" means the electrical schematic, drawings, design, logic and specification supplied by you as varied by agreement between us.

2. CONTRACT PROCEDURE

2.1 All quotations and requests for quotations will be subject to these Conditions.

2.2 Our quotation will be valid for 30 days from its date and must be confirmed by you in writing, specifying our order number, during this period.

2.3 Any alterations, queries or changes to the Specification at any time after the order is placed must be submitted in writing and we reserve the right to amend our quotation accordingly. We will advise you as soon as reasonably possible of any changes to the quotation.

2.4 Our acceptance of your request for quotation is subject to your agreeing to be bound by these Conditions. No other terms or conditions referred to by you at any stage will apply, and all terms implied by law or practice are excluded.

2.5 For Board Layout. You agree to follow our design process as described in the HCD PCB Design Procedure QP30.

2.6 You acknowledge that work will commence on an agreed date after we receive your confirmation of acceptance of our quotation.

2.7 You acknowledge that you are responsible for giving us all the information we need from you to complete any work.

3. DELIVERY

Any dates mentioned or quoted for the delivery of any work undertaken are approximate and we will not be liable for any delay in delivery for any reason. We reserve the right to deliver in advance of the quoted delivery date, if we give you reasonable notice.

4. SIGNING OFF PROCEDURE (Board Layout)

4.1 The Board Layout will be implemented by us in the following stages:-

4.1.1 pre-layout requirements are completed;

4.1.2 layout begins;

4.1.3 placement;

4.1.4 critical tracking;

4.1.5 completion of layout.

4.2 On completion of each stage, we will send you the relevant drawings or data. You will be responsible for checking and approving work carried out by us, and if you are satisfied with each stage you will sign and return an acceptance note. We are entitled to rely on your sign-off at each stage.

4.3 Once you have returned a signed acceptance note to us we will continue on to the next stage and, subject to this condition 4, we will have no further liability to you in respect of work carried out prior to such sign-off.

4.4 On completion of the design our form FMO26 must be completed before we can proceed to manufacture. You are responsible for inspection and checking of the Board Layout fully before it is finally signed off and before any boards are manufactured and/or sold.

5. PAYMENT

5.1 Our price for all work to be undertaken shall be the price set out in our quotation (subject to Condition 2.3). We will be entitled to increase the price to reflect any increase in our costs, additional changes or omissions to customer supplied data.

5.2 The price is exclusive of any VAT and delivery costs.

5.3 It is a condition of the contract that you pay the price within 30 days after the date of our invoice even if the ownership of the Board Layout has not passed to you by then.

5.4 If you fail to pay us on the due date then, without prejudice to any other right we may have, the price of all goods and services you have ordered will be due and payable without further demand and we will be entitled to:

5.4.1 cancel the contract or suspend any further deliveries; and/or

5.4.2 charge you interest (both before and after any judgment) on the amount unpaid at the Bank of England base rate + 8% on a weekly basis.

6. RESERVATION OF TITLE

Any items in connection with the work undertaken including the Board Layout will remain our property as legal and beneficial owner and ownership will not pass to you until you have paid us the full price, together with the full price of any other goods or services you have contracted to buy from us.

7. MANUFACTURE

Once the Board Layout is complete and signed off there will be no obligation on us to manufacture boards unless all relevant sign off forms have been completed and returned to HCD.

8. LIABILITY

8.1 We will be under no liability to you or any third party in respect of any defect in the Board Layout relating to functionality or otherwise arising from the Specification and/or any work which has been signed off by you in accordance with Condition 4. We do not exclude any liability for death or personal injury arising from our negligence.

8.2 Subject to Condition 8.1, any claim by you which is based on any defect in the quality of any of the services or items supplied by HCD or its failure to correspond with the Specification must be notified to us within 7 days from the date of delivery or (where the defect or failure would not appear on a reasonable inspection) within a reasonable time after discovery. If you do not so notify us you will not be entitled to reject the services or items supplied, we will have no liability for such defect or failure and you will be bound to pay the price for all services and items supplied.

8.3 Where any valid claim is notified to us in accordance with Condition 8.2, we will be entitled to rework or replace the item returned free of charge or, at our sole discretion, refund to you the price of the service/items supplied, but we will have no further liability to you.

8.4 In no circumstances will we be liable to you for any consequential and/or economic loss.

9. WARRANTY

9.1 HCD manufactured products are warranted to be free from defects in factory workmanship under normal use and service for a period of 30 days.

9.2 When failing to perform as specified during the warranty period we will undertake to repair, or at our option, replace this product at no charge to its owner, provided the unit is returned undamaged and shipping prepaid, to the factory having first obtained an RMA number from HCD.

9.3 HCD shall not be responsible for any incidental or consequential damages. HCD's responsibility is limited to the product itself. HCD assumes no responsibility for any loss due to cancellation of any events, or rent of replacement equipment or costs due to third party's or customer's loss of profit, or any other indirect cost or losses however incurred.

9.4 HCD reserves the right to make changes or improvements in design or manufacturing without assuming any obligation to change or improve products previously manufactured and / or sold.

9.5 The product warranty is only valid in the country where the product was purchased.

9.6 HCD will always follow the law of the respective markets should it differ from the policy stated above or the exceptions stated below.

9.7 Some products distributed by HCD may have different warranties - they are excluded from this policy.

9.8 This warranty shall be null and void, if the product is subjected to repair work or alteration by a person or facility other than those authorized by HCD; mechanical damage including shipping accidents; war, civil insurrection, misuse, abuse, operation with incorrect AC voltage, incorrect connections, wrong accessories, incorrect use of accessories, operation with faulty associated equipment, exposure to inclement weather conditions and normal wear and tear.

9.8 Units, on which the serial number has been removed or defaced, are not eligible for warranty service.

9.9 HCD's acceptance of returned product does not imply any liability of any kind

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Notwithstanding any provision to the contrary in statute or otherwise, no Intellectual Property Rights in any of the services or items supplied will vest in you until we have been paid the full invoice price.
- 10.2 Subject to Condition 9.1, all Intellectual Property Rights which relate to the Specification will vest in you, provided that nothing in this Condition 9 will be deemed to vest in your Intellectual Property Rights relating to information already in our possession or otherwise known by us or which relates to our technical competence or which we otherwise develop.
- 10.3 You undertake that the Specification will not cause us to infringe any Intellectual Property Rights belonging to any third party and you agree to indemnify us fully in respect of any liability including damages and/or costs if any such rights are infringed.

11. CANCELLATION

You are not entitled to cancel the order or any part of the order once you have confirmed acceptance of our quotation without our prior written consent and, if we consent, you agree to indemnify us against all loss and expenses (including loss of profit) which we may incur. HCD will not accept delivery of any supplier product if delivery is made more than 5 working days after the due date stated on our purchase order without prior written agreement. If our purchase order due date + 5 working days has passed and no written agreement is in place confirming our acknowledgment of the new due date our order will be deemed to have been cancelled by us and any deliveries made will be returned and no payment of any invoice for the parts will be made.

12. FORCE MAJEURE

We will not be liable to you or deemed to be in breach of contract by reason of any delay or failure to perform any of our obligations, if the delay or failure was due to any cause beyond our reasonable control.

13. GENERAL

- 13.1 No waiver by us of any breach of contract by you will be considered a waiver of any subsequent breach of the same or any other provision.
- 13.2 If any provision of these Conditions is held by any competent authority to be wholly or partly invalid or unenforceable, the validity of the remainder will not be affected.
- 13.3 These Conditions and the contract are subject to English Law and the non-exclusive jurisdiction of the English Courts.