

# PALMER ENGINEERING INTERNATIONAL

## TERMS AND CONDITIONS

### Definition

- Seller refers to the party to whom the order for purchase has been given.
- Client refers to the person or organization placing the order.
- Goods or services refers to the product for which the seller has placed an order with the client

### Application

- The terms and conditions are valid for any goods or services provided by the Seller to the Client.

### Pricing

- The pricing, quantity of goods and time of delivery mentioned in the articles are not binding on the Seller, but the Seller will make all efforts to fulfill the stated estimates.

### Payment

- The Client shall pay all invoices of the Seller within (21) days of the date of invoice unless otherwise agreed in writing by the Seller. In the event of late payment, the Seller may charge interest on the amount outstanding before and after judgment. Alternatively, for invoices unpaid 30 days after the due date, the Seller may impose a surcharge equal to 2% - 5% of the outstanding amount and proceed in collection proceedings.
- If any amount of the invoice is disputed by the Client, the Client shall inform the Seller of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Seller the value of the invoice less the disputed amount in accordance with these payment terms.
- Where the Seller requires payment of a deposit, the Client acknowledges that the deposit is not returnable.
- All fees are exclusive of value added taxes, which will be added to invoices where appropriate.
- The Seller reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.
- Client agrees to pay for the product according to Sellers payment terms, In the event Client fails to make any payment to Seller when due, Client's entire account(s) with Seller shall become immediately due and payable without any notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by the law. Client does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Client will assist Seller in taking the necessary action to perfect and protest Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.
- Upon default by Client, Client agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Client agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law; (a) the failure of Client to perform any terms or conditions contained herein; (b) any failure of Client to give required notice; (c) the insolvency of Client or its failure to pay debts. As they mature, an assignment by Client for benefit of its creditors, the appointment of receiver for Client or for the material covered by the order of filing of any petition to adjudicate Client bankrupts; (d) the death, incompetence, dissolution or termination of existence of Client; (e) a failure by Client to provide adequate assurance of performance within (10) days after a justified demand by Seller or (f) If Seller, in good faith, believes that Client's prospect of performance under this agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue accounts, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Client shall pay all such charges.
- Strictly no refund policy on any custom projects.

## **Delivery**

- Delivery by the Seller will be deemed to have taken place when the materials are handed to the custody of the Client or to a deputed messenger or courier when posted. The Seller will be entitled to charge the Client for any expenses of delivery other than normal postage charges. Buyers using their own freight service will be responsible for all documentation at the time of material pick up.
- If an order is, at the Client's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. (nb - electronic dispatch can be provided only on request and at the Client's risk. The Seller reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.)
- Please Note: All vendors, local and international, must comply with agreed production times as noted in the sales contract. If the Vendor fails to provide the goods or services within agreed time constraints then the Vendor is liable to issue a full refund to the Buyer, and in addition the Vendor is also liable to pay any and all reasonable attempts to recover the purchase payments, whole or in part, including attorney fees and damages as necessary.

## **Cancellation**

- In view of the nature of the service, any order - once confirmed by the Company - is not cancelable." No refunds" unless specified by Seller. Cancellation of the Order by the Client will only be accepted on condition that any costs 25% restocking fee and additional, charges and expenses already incurred, including any charges that will be levied by the list-owner on account of his expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

## **Notice**

- All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business via mail or e-mail and shall be treated as having been given upon receipt.

## **Loss or Damage to Goods**

- The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client). Within a 10 Day Notice from the receipt of goods. No exceptions.

## **Usage of Goods or Services**

- Unless agreed and indicated in writing by the Company, the Client (and their clients) shall be entitled to use the services and materials provided (i.e. the samples) only for the purpose of conducting market research to be carried out in conformity with the recognized ESOMAR/MRS Code of Conduct of the market research industry. The Client shall bear responsibility for ensuring that all usage of information contained within any samples is in accordance with and does not contravene any Data Protection or other laws, regulations or other trade customs and practices. The Company bears no liability for any omissions or faults in these respects.

## **Confidentiality**

- Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business, which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material, which is or becomes public knowledge other than by breach by a party of this clause.

## **Employment of Personnel**

- Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

## **Warranty**

- The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.
- The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.
- Both parties warrant that they are registered under the Data Protection Act in respect of the collection, processing and use of the Goods. Each party will comply with the Act including but not limited to its obligations in respect of any personal data, which it may supply to or receive from the other party.

## **Limitation of Liability**

- The Company shall not be liable for any claims arising out of performance, on-performance delay in delivery of a defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the license fees paid by the Client not for then 10% of the complete fee in the year in which the event of default arises.
- Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.
- The Client shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state or local law ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. The Seller's product are not for use in or with any nuclear facility unless specifically so stated by Seller in writing.