

Paragon Standard Terms & Condition Of Sale

1. GENERAL

The following terms and conditions are binding upon the Customer and **Paragon Rapid Technologies Ltd.**, (hereinafter referred to as 'the Company'). Except to the extent (if any) required by Law no conditions warranty, guarantee, representation, or statement (oral or written) not contained in these conditions shall be binding upon the Company. These conditions of sale shall prevail notwithstanding any terms or conditions of any order submitted by the Customer.

Definitions: **The Customer** means the addressee of any quotation, invoice or related communication
The Quotation means the Company's quotation setting out the terms and conditions for the sale of the goods
The Goods means the products and/or services specified in the quotation and all parts or components of them and all work to be undertaken by the Company

2. TENDER

Acceptance of any tender made by the Company shall not constitute a contract until the Company agrees such acceptance in writing.

3. CANCELLATION

In the event of cancellation by the Customer the Company reserves the right to despatch goods which are in the process of manufacture, reconditioning or repair. The Customer will pay, if so required by the Company, the full unit price of the work carried out by the Company, and will pay any further cancellation costs, including resultant loss from under-utilised capacity.

4. VARIATION

- a) In the event that information provided by the Customer to the Company differs from that on which any quotation is based and involves the alteration of any Quotation, the Company may increase the prices quoted therein to cover any increase that the alteration may incur and amend the delivery date.
- b) If after the Company has accepted an order and the Customer requires any alteration in the goods or services quoted for or provided, the costs of such alteration will be paid by the Customer to the Company on demand.

5. PRICES

- a) The prices shown are based upon Current production costs, and taxes, duties and other similar costs at the date hereof.
- b) The prices shown are in Sterling and are subject to change on or after the date of the Agreement should such costs vary during the execution of the Customer's order if any modification or extra work is required by the Customer and is carried out by the Company. The Company reserves the right to vary the price so that it accords with the exchange rate prevailing at the time of payment. The prices shown are exclusive of Value Added Tax, which will be charged to and paid by the Customer at the rate ruling at the tax point.
- c) The price charged by the Company is for the quantity ordered by the Customer and does not apply to any other quantity unless the Customer and the Company so agrees to any order for any other quantity.
- d) Unless otherwise agreed in writing by the Company and the Customer all prices are quoted 'Ex Works'. All prices are subject to confirmation by the Company upon receipt by the Company of the order.
- e) A delivery charge will be applied to all orders under £300 in value.

6. PAYMENT

All services will be invoiced accordingly by each trading division in the company.

7. TERMS OF PAYMENT

TOOLING - 1/3 of full invoice value payable immediately with order, followed by 1/3 of full invoice value payable immediately upon production of T1 samples, followed by 1/3 of full invoice value payable immediately upon acceptance of the tool by the customer or 30 days after the production of T1 samples, whichever is the sooner.

RAPID PROTOTYPING – Orders over £10,000 in value will be stage invoiced accordingly upon completion of each stage of the project. Orders over £25,000 will require 20% payment of full invoice value on placement of order with the remainder being stage invoiced accordingly. All other invoices are due for payment in full 30 days net from date of invoice unless agreed in writing prior to order placement.

REPAIRS, REFURBISHMENT OF TOOLS, MOULDINGS & OTHER SERVICES - All accounts are net and due for payment 30 days from date of invoice, unless the Company and the Customer otherwise agree in writing.

NEW CUSTOMERS – payment in full with first order unless agreed otherwise in writing prior to order placement.

INTEREST - Interest is payable by the Customer to the Company on any overdue account at the then current Bank of England base rate plus five percent.

8. DEFAULT OF PAYMENT

If the customer shall default in any payment the Company shall have the right to: -

- a) Suspend any outstanding delivery or part thereof until default of payment has been made good.
- b) Recover possession of and remove from the Customer's premises the goods that form the subject matter of the Agreement. The Customer shall afford to the Company free access to the Customer's premises and such facilities as may be necessary to recover the goods.

9. DELIVERY

- a) Any stipulated time for delivery shall date from the receipt of the Customer's written order to proceed or of the necessary information drawings and specifications to enable the Company to put the work in hand, whichever is the later.
- b) Whilst the Company will take all reasonable steps to keep to any stated despatch and delivery dates, the time quoted for delivery shall not be of the essence of the contract and the Company shall not be liable for any loss, injury, damage or expense, consequent upon the delay in delivering the goods however the same shall have been caused.

10. FORCE MAJEURE

The Company shall not be in breach of any obligation hereunder to the extent that performance thereof is prevented or hindered by any industrial dispute or any other cause beyond its reasonable control.

11. REPRESENTATION, WARRANTIES AND CONDITIONING

- a) Unless any representation in relation to the goods shall have been specifically made to the Customer by letter (other than a circular letter) from the Company, the Customer shall not rely upon any representation whatsoever made in relation to the goods. No conditions or warranty whatsoever of any kind has been or is given or made by or on behalf of the Company in relation to the nature or quality of the goods or their suitability or fitness for any particular purpose. All conditions and warranties and all liability for any representations whatsoever on the part of the Company and all rights of rescission on the part of the Customer for any misrepresentations whatsoever whether statutory or otherwise whether expressed or implied whether collateral or antecedent hereto or otherwise and whether in relation to the fitness of the goods for any particular purpose of the description state quality or conditions of the goods on delivery or at any other time are hereby expressly excluded and extinguished.
- b) Except in the case of death or personal injury caused by negligence of the Company, the Company shall be under no liability for any loss, injury or damage whatsoever whether direct or consequential in respect of or arising from or in connection with the goods or any defect in the goods.
- c) The liability of the Company in respect of any misrepresentation shall not in any event exceed the cost of replacement of the Company's product in respect of which a claim is made.
- d) The Company is at no time liable for consequential damages or for any loss of business or earnings.
- e) Warranty of any goods against defects in material or workmanship, will be extended to 90 days from date of delivery. Absence of highlighted concerns from 'the Customer' within this timeframe, will be deemed as acceptance of goods. In this circumstance 'the Company' is released of any obligation to replace the goods, without the incurrance of additional costs by 'the Customer'.

12. THIRD PARTY CLAIMS

- a) The Customer shall indemnify the Company against all damages, penalties, costs and expenses arising out of the infringement of any patent registered design or trade mark for any claims for such infringement arising from manufacture of goods to the Customers own drawings, designs or instructions.
- b) The Customer shall keep the Company fully indemnified in respect of any claims which may be made against the Company by any third party (which expression shall include servants and agents for the Customer) arising out of the supply of any goods howsoever such claim may arise.

13. TRADE DESCRIPTIONS

Where any trade description or other indication or representation is applied to any goods at the Customer's request the Customer warrants that the same will be true and accurate in all respects and that the supply or offer of supply of any such goods by any person will not give rise to an offence by the Company under the Trade Description Act 1968.

14. LEGAL CONSTRUCTION

These Conditions are governed by the Laws of England and Wales.

15. PROPERTY AND RISK

- a) The risk in the goods shall pass to the buyer upon delivery.
- b) Notwithstanding delivery the equitable and beneficial ownership in the goods shall remain the property of the Company until full payment has been received. Until full payment has been received by the Company the Customer is required to store the goods in a manner distinct from other goods so as to show the goods as clearly being the property of the Company.
- c) If the Customer sells the goods prior to the Company receiving full payment.
 - Such sales shall be deemed to have been effected by the Customer as agent for the Company who shall be beneficially entitled to the proceeds of the sale or to the claim for such proceeds.
 - The Customer shall account to the Company for that part of the proceeds of sale.
 - Until such payment the Customer shall keep the proceeds of sale in a separate account.
- d) When any product is provided entirely on in part at the expense of the Company it shall be and remain the property of the Company.
- e) When any product is provided entirely at the expense of the Customer it will not be insured by the Company against loss or damage by any cause. Such insurance is the responsibility of the Customer.
- f) In respect of any product provided entirely at the expense of the Customer, such that equitable and beneficial ownership is not held or retained by the Company, the Company shall be entitled to a lien over such tool in respect of any amounts owed by the Customer to the Company and if such amounts become overdue for payment, the Company shall be entitled in pursuance of such lien to sell the tool forthwith.
- g) Notwithstanding the Company's continuing equitable and beneficial ownership in the goods and the Company's enforcement of such ownership rights, the amount which shall be credited to the Customer on such enforcement shall be equal only to the value to the Company of the raw materials contained in such goods less the costs incurred by the Company in recovering the goods and reconstituting the raw materials.
- h) Any enforcement by the Company of its rights to equitable and beneficial ownership in the goods shall not, except to the extent provided above, replace its rights to amounts owing from time to time by the Customer to the Company.

16. Storage

- a) The company will as a matter of course place customers goods (SL models and silicone tools) into storage for not less than 1 year after order completion. After this period has elapsed the company reserves the right to dispose of the goods in an appropriate manner.
- b) If the customer requires the company to retain the goods after this period a storage charge may be applied.

17. Intellectual Property

- a) Where applicable and appropriate the company reserves the right to retain possession of goods manufactured for and on behalf of the customer if any intellectual property may be compromised.