

Terms and Conditions

Description

The terms and conditions of sale mentioned below shall be applicable except when modified by written agreement.

1. Interpretation

1.1 In these Conditions:

- **Buyer** means the person whose order for the goods is accepted by the Seller.
- **Conditions** means these standard terms and conditions of sale and terms and conditions agreed in writing between the Buyer and the Seller.
- **Contract** means the contract for the purchase and sale of the Goods.
- **Delivery** means the actual or deemed delivery of the Goods in accordance with clause 6.
- **Delivery Address** means the place where the Goods are to be delivered as specified in the Order Acknowledgement.
- **Goods** means the goods which the Seller is to supply in accordance with these Conditions.
- **Order Acknowledgement** means the acceptance in writing by the Seller in response to the Buyer's order, to sell the Goods in accordance with the Seller's quotation.
- **Seller** means Procom A/S, Jaybeam Limited, Procom Deutschland GmbH, Procom France S.A.R.L., or Amphenol Procom Inc., as specified in the Order Acknowledgement.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time

2. Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order from the Buyer which is accepted by the Seller by way of the Order Acknowledgement, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing by the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing.

- 2.4 Any advice or recommendations given by the Seller or its agents to the Buyer as to the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice.
- 2.5 Any typographical or clerical omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by way of Order Acknowledgement.
- 3.2 The quantity, quality, and description of and any specification for the Goods shall be those set out in the Order Acknowledgement.
- 3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges, and expenses incurred by the Seller as a result of cancellation.

4. Price of Goods

- 4.1 The Price of the Goods shall be the price quoted by the Seller and confirmed in the Order Acknowledgement.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to the Seller due to any change in delivery dates, quantities, or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated in the Order Acknowledgement, all prices shall be ex-works. The Buyer shall be liable to pay the Seller's charges for any transport, packaging, and insurance together with any costs of legalisation. 4.4 The Price is exclusive of any applicable value added tax and other taxes, including but not limited to export duties, which the Buyer shall be additionally liable to pay for.
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- 4.5 The Seller Procom reserves the right to adjust prices for both quoted and invoiced transactions in response to changes in tariff and duty laws, regulations, or rates. Price adjustments may apply to invoiced transactions if such changes occur after the invoice has been issued. These adjustments may be implemented with little or no notice, depending on the communication received from the issuing country or governing authority. The Buyer agrees to bear any additional costs resulting from tariff and duty rate changes that impact goods supplied by the Seller. This clause applies to all purchases, sales, and transactions between the Seller and

the Buyer, regardless of location or jurisdiction.

5. Terms of Payment

- 5.1 Payment of the Price shall be made to the Seller in full without deduction or set-off within 30 days from the date of issue of the invoice unless otherwise specified by the Seller on the Order Acknowledgement. In certain cases, the Seller may require advance payment, either in full or in part, as specified in the Order Acknowledgement. Failure to meet the advance payment requirement may result in a delay or cancellation of the order. Goods. If the Buyer fails to comply, the Seller may repossess the Goods in accordance with applicable local laws. Where necessary, the Seller will obtain a court order or legal authorisation prior to repossession. The Seller may lawfully enter the premises where the Goods are stored, ensuring that such actions are conducted peacefully and without breaching the rights of the Buyer or third parties. All repossession actions must be proportionate and fair, and the Seller retains the right to pursue additional legal remedies to recover any outstanding payments or damages resulting from the Buyer's breach of the Contract.
- 5.2 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: a) cancel the contract or suspend any further deliveries to the Buyer; b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and c) charge interest to the Buyer at the rate of 2% per month above the base rate from time to time of Barclays Bank plc on the unpaid balance (such interest to accrue on a day to day basis from the due date for payment until receipt by the Seller of the full amount whether before or after any judgment); and d) the Buyer shall indemnify the Seller against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Seller in recovering sums due or in exercising its rights pursuant to Clause 5.

6. Delivery

- 6.1 Delivery shall occur when the Seller's carrier or the carrier of the Seller's supplier in circumstances where the Goods are delivered direct from such supplier, arrives at the Delivery Address and notifies the Buyer of such arrival. Where the Goods are collected or to be collected by the Supplier, delivery occurs at the time the Seller has notified the Buyer that the Goods will be available for collection.
- 6.2 The Buyer shall be responsible at his expense for offloading of the Goods except where agreed otherwise in writing.
- 6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.
- 6.4 The Seller reserves the right to deliver the Goods in instalments.

- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions when notified that the Goods are ready for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may: a) store the goods until actual delivery and charge the Buyer its storage charges current at the date thereof (including insurance); and b) should the Buyer fail to collect the goods within 4 days of receipt of notification of readiness, the Seller shall arrange shipment to the Buyer and all costs shall be passed to the Buyer for payment.

7. Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon Delivery.
- 7.2 Notwithstanding Delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until the property in the Goods passes to the Buyer, and provided the Goods are still in existence and have not been resold, the Seller has the right to request the return of the Goods. If the Buyer fails to comply, the Seller may repossess the Goods in accordance with applicable local laws. Where necessary, the Seller will obtain a court order or legal authorisation prior to repossession. The Seller may lawfully enter the premises where the Goods are stored, ensuring that such actions are conducted peacefully and without breaching

8. Warranties and Liability

- 8.1 Subject to the conditions set out below, the Seller warrants that the Goods will be free from defects (except minor defects) in material and workmanship.
- 8.2 The above warranty is given to the Seller subject to the following conditions: a) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer; b) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, incorrect movement, installation or erection, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.
- 8.3 In the event of loss or damage occurring to Goods during transit where the Goods are transported by the Seller or its carrier, the Buyer must give written notice to the Seller within three working days of the date of Delivery and further where such Goods are consigned by a carrier of the Seller the Buyer must in addition comply in all respects with that carrier's conditions of carriage for notification for omissions from the delivery or loss or damage in transit. The Buyer must give written notice to the Seller within three working days of receipt of invoice if the Goods have not been delivered by the Seller or its carrier to the Delivery Address. Failure to give written notice pursuant to this sub-clause shall mean that the Buyer shall be deemed to have accepted the Goods as being in good order and in conformity with the Contract.

- 8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Buyer) be notified in writing to the Seller within 7 days from the date of Delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Seller in accordance with these Conditions, the Seller's sole liability shall be to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of the price) provided that: a) the Buyer shall return the Goods to the Seller carriage paid within fourteen days of notification of the defect packaged and transported in accordance with the Seller's requirements; and b) the aforesaid obligations on the Seller shall in any event only apply for a period of twenty-four months from the date of Delivery.
- 8.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 8.7 SUBJECT AS EXPRESSLY PROVIDED IN THESE

CONDITIONS ALL WARRANTIES, CONDITIONS OR OTHER

TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8.8 Save for liability for death or personal injury resulting from negligence of the Seller, the Seller's aggregate liability under any one claim or under the total of all claims arising from any one act or default of the Seller howsoever such claim or claims arise (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed one and a half (1.5) times the Price of the Goods which are the subject of the claim.

9. Export Control and Sanctions

- 9.1 Quotation/Order Confirmation under these Terms are subject to compliance with applicable export control and trade sanction laws, regulations, rules, and licenses, including but not limited to Council Regulation (EC) No. 821/2021, Council Regulations (EC) No. 833/2014, No. 269/2014 and No. 765/2006, UK laws, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations (ITAR) and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Regulations, any legislation replacing and/or amending the foregoing, and any orders issued under the foregoing (collectively "Trade Rules") as determined by

Amphenol Procom.

- 9.2 Buyer represents that it is not an entity sanctioned by Trade Rules nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by Trade Rules.
- 9.3 Buyer undertakes to comply with the Trade Rules and is solely responsible for ensuring its compliance with Trade Rules. This includes but is not limited to ensuring that the buyer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the goods in breach of the Trade Rules, to include for prohibited end-use and/or proliferation activities as defined by Trade Rules.
- 9.4 Buyer shall not sell, export or re-export, directly or indirectly, Amphenol Procom goods to or for use in Cuba, Iran, North Korea, Syria, Russia, Belarus, or any of the Ukrainian. Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), or any other country subject to embargo under Trade Rules (collectively "the Territory") Buyer shall not export, re-export, directly or indirectly, Amphenol Procom goods to entities and persons that are ineligible under Trade Rules to receive such goods.
- 9.5 The buyer will not use, sell, transfer, export, or reexport any Amphenol Procom goods for use in activities that involve the development or production in China of advanced semiconductors, semiconductor manufacturing equipment or related parts and components, or development, production, or use of supercomputers or related parts and components in China in violation of the United States Export Administration Regulations, 15 C.F.R. 730-774.
- 9.6 Buyer agrees to sign written assurances and other export-related documents upon Amphenol Procom's request to assist Amphenol Procom in verifying compliance with Trade Rules. Buyer shall make available to Amphenol Procom upon request information concerning compliance with the obligations under paragraphs (1) - (5) without undue delay. Buyer shall undertake its reasonable due diligence to ensure that the purpose of paragraphs (1) - (3) is not violated by any third parties further down the commercial chain, including possible resellers. The buyer shall immediately inform Amphenol Procom about any problems in applying paragraphs (1) - (5),
- 9.7 Any violation of paragraphs (2) - (5) shall constitute a material breach of an essential element of this contract, and Amphenol Procom shall be entitled to seek appropriate remedies, including, but not limited to, termination of this contract.
- 9.8 If, due to the Trade Rules, Amphenol Procom: a) is prohibited from executing the order, Amphenol Procom shall be entitled to cancel the order or postpone delivery of the goods in question. If Amphenol Procom decides to cancel a specific order or postpone delivery for these reasons, the liability of Amphenol Procom for any costs, damages, penalties, etc., whatsoever, shall be excluded. b) assesses that the execution of the order related to a Quotation/Order Confirmation affects Amphenol Procom negatively, Amphenol Procom shall be entitled to cancel a specific order or postpone delivery thereof. If Amphenol Procom decides to cancel a specific order or postpone delivery for these reasons, this postponement and/or cancellation shall not induce any legal remedies for any party.

10. Insolvency of Buyer

- 10.1 This Clause applies if: a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or b) an encumbrancer takes possession, or an administrative receiver or administrator is appointed, of any of the property or assets of the Buyer; or c) the Buyer ceases, or threatens to cease, to carry on business or suffers any action in consequence of debt; or d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2 If this Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Intellectual Property

- 11.1 All intellectual property rights in the Goods and all designs, drawings and specifications relating thereto shall, unless such designs are prepared by the Buyer, vest in the Seller absolutely and the Buyer shall at the Seller's expense execute any documents or do any acts necessary to give effect to the vesting of such rights in the Seller.
- 11.2 The Buyer shall indemnify the Seller against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that any of the designs or materials supplied by the Buyer for the purpose of the manufacture by the Seller of the Goods infringes the intellectual property rights (of whatever nature) of any third party.

12. Cases of Relief

- 12.1 The following circumstances shall be considered cases of relief if they occur after the date of the agreement (the date of the order confirmation) and prevent or delay the fulfillment of the agreement: war and mobilization, civil unrest, natural catastrophes, strikes and lock-outs, failing supplies of raw materials and water, fires, damages to Amphenol Procom's production plant or to the production plant of Amphenol Procom's suppliers, failing transport possibilities, currency restrictions, import/export restrictions or other events on which the seller bears no influence. Under the above-mentioned circumstances Amphenol Procom shall have the choice between canceling the order or part of the order or delivering the goods ordered as soon as the hindrance to contractual delivery has come to an end. Amphenol Procom is without responsibility for any loss sustained by the buyer as a consequence of failing delivery due to the above-mentioned circumstances.

13. Venue and choice of law

- 13.1 The Contract shall be governed by the laws of England for Jaybeam Limited, by the laws of Denmark for Procom A/S, by the laws of Germany for Procom Deutschland GmbH, by the laws of

France for Procom France S.A.R.L., and by the laws of the United States for Amphenol Procom Inc.

- 13.2 Any dispute arising out of or in connection with the Contract shall be determined by the non-exclusive jurisdiction of the English courts for Jaybeam Limited, by the Maritime and Commercial Court of Copenhagen for Procom A/S, by the courts of Creteil for Procom France S.A.R.L., by the courts of Germany for Procom Deutschland GmbH, and by the courts of North Carolina for Amphenol Procom Inc. unless Amphenol Procom chooses to bring the case before the buyer's venue.

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