

Customer:**Quotation Ref. C5288.4**

We thank you for your enquiry and have pleasure in presenting our prices as follows.

SCHURTER part no. **C5288**
 Drawing number: **A9077**
Description: V1000 Membrane

Order qty	200	300					Prices Exclude VAT
Call off/drop qty	200	300					
Price each	£ 20.99	18.11					

Origination Costs £ 0.00 *Non-recurring artwork & tooling charge*

Minimum Order Quantity (MOQ) 200 pcs

Lead-time 14 wks *Lead-time quoted is to be used as a guide only.*

Quotation Notes:
 As previously supplied.

A Standard C of C will be supplied at no extra cost. If a special or custom C of C is required an extra charge will apply.
 Minimum Order Charges - Minimum Order Value is £300, Minimum Line Value is £125
Delivery is subject to sub-component and material availability at time of order placement.

Terms Of Settlement: [As per current agreement](#)
 Carriage: [At extra charge or customers courier account](#)

- All customer specifications will be superseded by SCHURTER's standard manufacturing specifications in conjunction with our standard terms and conditions.
- All environmental specifications are subject to customer test and approval of prototypes.
- Tolerances; Print to Cut +/- 0.25mm, Assembly +/- 0.50mm, Machine/Tool Engineering tolerance +/- 0.2mm
- The above prices are for budgetary purpose only and are subject to review upon receipt of full production drawings and / or specifications.
- Prices quoted assume total ordered quantity is delivered within 12 months from date of order.
- All prices are subject to change without notice in the event of any changes in the cost of materials or labour, specifications, quantities, delivery schedules, customs duties or other factors beyond Seller's control.

SCHURTER standard Terms and Conditions apply to all quotations and accepted orders.

We trust our quotation, which is valid for 14 days from date of issue, is of interest and that you will favour us with your order.
 Please state our quotation reference number when placing your order.

Yours sincerely,

SCHURTER Electronics Ltd
 T: +44 (0)1296 319000
www.schurter.com

TERMS AND CONDITIONS OF TRADING

FORMATION (I)

- Any quotation or estimate given by the Seller shall be an invitation to treat and shall not constitute an offer by the Seller to the Buyer.
- No contract shall be concluded until the despatch of a written Acceptance of the Buyer's Order.
- All orders are accepted subject to and incorporate these Terms and Conditions to the exclusion of any other term or condition.
- Unless otherwise specifically incorporated the Seller's price lists catalogues brochures or other advertising material shall not form part of any contract between the Seller and the Buyer.
- No variation of any contract between the Seller and the Buyer shall be effective unless agreed to by the Seller in writing.

THE GOODS (II)

- Anything expressed by or on behalf of either party capable but for this clause of constituting a condition or warranty whether collateral to any contract between Buyer and the Seller or implied by Statute, common law or otherwise is hereby withdrawn or cancelled.
- The Seller warrants that the goods shall at the time of tender for delivery correspond to any agreed specification but in the absence of any agreed specification the Seller warrants that the goods shall at the time of tender for delivery be of normal commercial quality.
 - In the event of any breach of the above warranty the Seller will at its option:
 - Replace the goods shown to be in breach of the warranty.
 - Repair or otherwise bring the goods into conformity with the agreed specification or (as the case may be) normal commercial quality, or
 - Take back any goods shown to be in breach of the warranty and refund the appropriate part of the price
- AND performance of any one of the above options shall constitute an entire discharge of the Seller's liability under this warranty:
 - The above warranty and undertaking is conditional upon The Buyer inspecting the goods within 48 hours of receipt of the same.
 - The Buyer giving notice within 7 days of all defects which have been or ought with reasonable diligence to have been ascertained on such inspection and in the case of defects which were not reasonably ascertainable on such inspection within 7 days of the same becoming apparent:
 - The Buyer affording the Seller's reasonable opportunity to inspect the goods.
 - The Buyer making no further use of the goods after the time of discovery of the defect of the goods not having been damaged by the Buyer (no account being taken for this purpose of fair wear and tear at the time of discovery of the defect).
 - In the event of any breach of the above warranty in relation to part only to the goods to be supplied by the Seller under any Order of Contract such breach shall not entitle the Buyer to cancel or refuse delivery of the remainder of the goods so to be supplied.
 - The Buyer having paid for the goods within the period stipulated under Clause VI 3 below.
- The warranty period shall not exceed 12 months from shipment of goods from the Seller.
- No liability will be accepted for any defect in the goods unless the same have been stored and used in accordance with the Seller's instructions either contained in any agreed

specification or technical information sheet or on the container of the goods.

- Where a specification is to be supplied by the Buyer;
 - The Buyer shall supply such specification within the period stipulated by the Seller or if no such period is stipulated within a reasonable time as will enable the Seller reasonably to complete delivery by the specified date.
 - The Seller will endeavour to comply with any subsequent request for an addition or alteration to any specification but shall be under no obligation to do so and may require payment of an additional charge in respect of any addition or alteration to which the Seller may agree.
 - The Seller may make reasonable changes to construction or design of the goods or the specification thereof provided that such changes do not render the goods any less suitable for their normal or specified purpose.
 - The Buyer warrants that any specifications furnished or given by the Buyer shall not be such as will cause the Seller to infringe any letters patent registered design copyright or trade mark in execution of any contract or order.
- Any tooling and filmwork procured during the origination procedure will belong to the buyer. However, this will be maintained and held by the seller and is not returnable.

COLOURS AND SHADES (III)

- The Seller will endeavour to maintain the colours and shades of any goods but is unable to guarantee that there will not be slight differences between colours and shades of one delivery or part of a delivery and another delivery of part of such other delivery.

DELIVERY (IV)

- Unless the Seller otherwise agrees delivery shall be at the Seller's place of manufacture of the goods.
- Any time or date for delivery specified by the Seller is an estimate only. The Seller will notify the Buyer when the goods are ready for collection and the Buyer shall be obliged to take delivery within (7) days of receipt of such Notice.
- The Seller reserves the right to deliver all quantities of goods plus or minus 10% payment or allowance respectively at the contractual rate being made.
- The Seller's delivery note shall be conclusive evidence of the quantity of goods delivered unless within 48 hours of receipt of the goods the Buyer gives notice to the Seller that the quantity stated in the delivery note is incorrect.
- Deliveries may be wholly or partially suspended and the time of such suspension added to the original delivery date in the event of a stoppage delay or interruption of work in the establishment of the Seller during the delivery period as a result of strikes, lock outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Seller and in the happening of any such event or events the Seller shall be entitled at any time on notice to the Buyer to make partial delivery only and/or to determine the contract without prejudice in any such case to rights accrued in respect of deliveries already made.
- In no circumstances shall any goods to be returned to the Seller nor orders cancelled nor deliveries suspended by the Buyer without the Seller's prior written consent. Such consent to be the sole discretion of the Seller and on terms that will indemnify the Seller against all loss thereby suffered.

PRICE (V)

- The minimum order value of any goods shall be £ 300.00 in respect of each and every order unless otherwise stated in the Seller's current publications.
- Where applicable the minimum value of carriage free orders in specified in the Seller's current publications.
- Goods for immediate delivery.
 - Standard range products will be sold at the price prevailing in the Seller's current price list at the date of acceptance.
 - The Seller reserves the right to make an additional charge for goods not appearing in the Seller's standard range of products calculated on the quantity, colours and process of manufacture.
 - Prices stated apply only to the quantity of each item on each order for delivery to any one place at any one time.
- Goods other than for immediate delivery. Any price quoted by the Seller or comprised in the acceptance is provisional only and the Seller reserves the right to vary such price by written notice according to any increase in cost of labour, manufacture, packing, transport or materials taking effect prior to delivery of the order or that part of the order remaining undelivered at the time of such increase.
- The Buyer will reimburse the Seller for any increase in any tax, Governmental charge or customs duty or for any new tax, Governmental charge or customs duty hereafter becoming effective which the Seller may be required to pay to any Government or Customs Office upon the sale, production or transportation of the goods and which has the effect of increasing the cost of the order.

PAYMENT (VI)

- In the case of instalment deliveries, each delivery constitutes as regards payment a separate order.
- Unless the Seller otherwise agrees, payment is due 30 days following the end of the month in which the invoice for the despatch of each order is dated and shall be paid without deduction of any debt or cross claim.
- If payment is not made in accordance with the provisions of (2) hereof or if at any time the Seller had bona fide doubts about the solvency of the Buyer, the Seller may refuse delivery of any of the goods remaining to be delivered until arrangements has to payment or credit have been established of the reasonable satisfaction of the Seller.
- Unless otherwise agreed in writing payment shall be made in pounds sterling.
- If payment is not made in accordance with the provisions of 2 hereof then all warranties set out in Clause II 2 hereof shall be cancelled and no liability shall be accepted by the Seller for any defects notified thereafter.

PASSING OF RISK AND TITLE (VII)

- The risk in the goods shall pass to the Buyer upon the expiration of the notice to take delivery referred to in Clause IV 2 above or upon actual delivery whichever is the earlier. Where the Seller agrees to make delivery elsewhere than at the Seller's place of manufacture risk in the goods shall pass when the goods are loaded on to the vehicle of the Seller or a carrier at the Seller's place of manufacture for transport to such agreed place of delivery.
- Unless otherwise agreed in writing payment shall be made in pounds sterling.
- If payment is not made in accordance with the provisions of 2 hereof then all warranties set out in Clause II 2 hereof shall be cancelled and no liability shall be accepted by the Seller for any defects notified thereafter.

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manufacture risk in the goods shall pass when the goods are loaded on to the vehicle of the Seller or a carrier at the Seller's place of manufacture for transport to such agreed place of delivery.

- Until payment in full of the price of the goods and of all other sums payable to the Seller by the Buyer:
 - The property in the goods shall remain in the Seller.
 - The Buyer shall store and keep the goods and any new product into which the goods are converted in such a manner that they can be identified as being the property of the Seller.
 - Pending the passing of the property any resale of the goods or any such new product by the Buyer shall be for the Seller's account and the proceeds thereof shall be the property of the Seller.
 - The Buyer hereby grants to the Seller an irrevocable licence to enter upon any premises of the Buyer for the purpose of repossessing the goods.

FORCE MAJEURE (VIII)

- The Seller shall not be liable for any loss or damage caused by the delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Seller's control including but not limited to an Act of God, War, civil disturbance, requisitioning, governmental or parliamentary restrictions prohibitions or enactments of any king, import or export regulations, strikes, lock outs or trade disputes (whether involving its own Employees or those of any other person) difficulties in obtaining workmen or materials, breakdown of machinery, flood fire or accident. Should any such event occur the Seller might cancel or suspend the order without incurring any liability for any loss or damage thereby occasioned.

ASSIGNMENT (IX)

- All contracts subject to these conditions between the Buyer and Seller are personal to the Buyer and may only be assigned by the Buyer with the prior written consent of the Seller.

GOVERNING LAW (X)

- All Contracts subject to these conditions made between the Buyer and the Seller shall be subject to and interpreted in accordance with English Law and the Buyer hereby agrees to submit to the non-exclusive jurisdiction of the English Courts in respect of all claims, disputes or differences arising out of or in accordance with any such Contract.