

CPS Limited Terms and Conditions.

1. Definition

The purchaser: The business placing the order

The Supplier: The company or person to whom the order is addressed

The Goods: The item subject to the order

The order: The purchase order issued or received.

All orders are accepted and issues subject to these conditions.

2. Lead-times.

- a. General finishing on all orders is 3-5 working days.
- b. NADCAP or multiple finishing is 15-20 days.
- c. Purchases will be as quoted by the supplier.

3. Sales Orders.

- a. All orders are subject to confirmation.
- b. There is a minimum charge on all orders which vary depending on the finish
- c. Shipping and packaging are not included in the quoted price.
- d. Payment for all goods and services performed are due for payment by the 30th of the month following invoicing. Except in the case of gold plating where payment is due 14 days after invoicing.
- e. All accounts not paid within 1 month will be subject to a 5% surcharge and 1.5% for each further month's delay, failure to adhere to credit terms may result in the closure of the credit account.
- f. We reserve the right to make an additional charge to cover any changes in transport or import costs or exchange rates where applicable, occurring between the date of contract and the delivery date.
- g. Our liability for failure of goods supplied is limited to the value of the coating on the goods supplied and the purchaser shall not be entitled to any claim for damages for consequential loss on any contract between the parties or in tort.
- h. Reject product will be recoated free of charge once the rejected product is returned to our facility and the cause of rejection is established as caused by our company.
- i. We will endeavor to comply with any delivery date or period quoted but we shall not be liable for any damage by reason of any failure to do so.
- j. Without prejudice to any other available remedy, we reserve the right to withhold further deliveries of goods where invoices are not paid by the due date for payment.
- k. We can only accept responsibility for goods damaged in transit if the damage is reported in writing to ourselves and the carrier within seven days of delivery
- l. We cannot accept responsibility for non-delivery of goods unless written notice is given to ourselves and our carriers within 14 days after the delivery date.
- m. The risk in the goods shall pass to the buyer on delivery.
- n. Until payment has been received by us for goods supplied and or services rendered property in the goods shall remain in us.
- o. We may at any time revoke the buyer's power of sale by notice to the buyer if the buyer is in default in the payment of any sum due to us whether in respect of the goods or any other

goods supplied, or services rendered at any time by us to the buyer or if we have bona fide doubts as to the solvency of the buyer.

- p. The buyer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the buyer or a winding up order is made against the buyer, or the buyer goes into liquidation or cause a meeting of or makes any arrangement with creditors or commits any act of bankruptcy
- q. Upon termination of the buyer's power of sale, the buyer shall place the goods at our disposal, and we shall be entitled using such force as is reasonably necessary to enter upon any premises of the buyer for the purpose of removing such goods from the premises.
- r. Products are for industrial use only CPS gives no warranty expressed or implied and other products are sold upon the condition that purchasers will make their own test to determine the quality and sustainability of the product.
- s. CPS should be in no way responsible for the proper use and service of the product any information or suggestions given or without warranty of any kind and purchasers are solely responsible for any loss arising from the use of such information or suggestion.
- t. No information or suggestions given by us shall be deemed to be a recommendation to use any product in conflict with any existing patent rights.
- u. Reports will not be used for the purpose of advertising publicity or litigation without the written consent of CPS in advance.
- v. The construction validity and performance of this contract shall be governed by the laws of the Republic of Ireland.

4. Purchases Orders.

- a. All purchase orders must an official purchase order number which must be referenced on all invoices.
- b. Conform with any applicable export and or import regulations.
- c. Comply with all specifications listed on the purchase order
- d. The delivery of the goods shall be made to the delivery address as shown on the order unless the supplier is subsequently advised in writing by the purchaser of a change of delivery address in writing.
- e. Goods must be adequately packed for transport.
- f. Prices should remain as stated on the order and shall not be subject to variation.
- g. Payment should be made in accordance with the payment terms stated on the order or in the absence of payment terms standard payment terms is 30 days end of month.
- h. Goods received damage should be notified to the supplier within five working days of receipt.
- i. Goods received damaged will be returned and replaced at the expense of the supplier.
- j. The supplier will repay to the purchaser any monies paid by the purchaser in respect of rejected or undelivered goods.
- k. Maintenance and service contracts must be renewed on an annual basis by the issuing of a new purchase order from the relevant manager.
- l. The goods and all supporting literature and documentation comply with all applicable statutes and regulations.
- m. All orders shall be governed construed and interpreted in accordance with Irish law.

5. Counterfeit Goods Prevention.

- a. The supplier represents and warrants that counterfeit goods are not contained in goods delivered to the buyer through the implementation of policies that include prevention detection and risk mitigation methods to protect against the use of counterfeit goods.
- b. In the event the supplier becomes aware or suspects that it has furnished counterfeit goods the supplier shall immediately notify buyer.
- c. The supplier shall promptly investigate and report in writing to the buyer, where both parties shall agree on the appropriate course of action
- d. When requested the supplier shall provide documentation that authenticates traceability of the goods.
- e. When requested a certificate of conformance must accompany all goods

6. Ethical Behavior.

CPS Limited will treat all suppliers fairly, ethically, respectfully and with dignity. CPS Limited is an equal opportunities company and will not distinguish against any supplier based on age, gender, sexual orientation, disability, race, religion, citizenship, country of origin or other factors in accordance with the laws and regulations of each country it does business in.

7. Suppliers.

Suppliers to CPS must ensure that all relevant personnel are aware of:

- Their contribution to product conformity.
- Their contribution to product safety.
- The importance of ethical behaviour.
- Counterfeit prevention.
- The right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.