

BMS Design Ltd Terms & Conditions of Sale

Last Updated: 26.08.2026

1. DEFINITIONS

In these Terms and Conditions of Sale, "Seller" means BMS Design Ltd; "Buyer" means the person, firm, company or corporation by whom the order is given or with whom the Seller discusses, quotes, supplies or undertakes any Goods or Services; "Goods" means the goods described in the Seller's Acknowledgement of Order or otherwise supplied by the Seller; "Services" means the services described in the Seller's Acknowledgement of Order or otherwise supplied, discussed, quoted or undertaken by the Seller; "Acknowledgement of Order" means written confirmation of the order between the Buyer and the Seller; "Contract" means the written agreement, quotation, instruction, engagement or other arrangement, including these Terms and Conditions, made or deemed to be made between the Buyer and the Seller for the supply of Goods and/or provision of Services; "Contract Price" means the price payable to the Seller by the Buyer for the Goods and/or Services; and "Seller Affiliate" means any company which is for the time being directly or indirectly controlled by the ultimate parent company of the Seller.

For the purposes of this definition, a company is directly controlled by or is a subsidiary of another company or companies which holds 50% or more of the shares carrying the right to vote at a general meeting of the first mentioned company and a particular company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that company or those companies and ending with the particular company, so related that each company in the series is directly controlled by one or more of the companies earlier in the series.

2. THE CONTRACT

2.1 All orders, enquiries, requests for work, requests for advice, requests for quotation, instructions and engagements are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by the Buyer and no representations, warranties, guarantees or other statements not contained in the Seller's quotation, Acknowledgement of Order or other written confirmation, nor otherwise expressly agreed in writing by the Seller, shall be binding on the Seller.

2.2 The Contract shall become effective on the earliest of: (a) the date of acceptance of the Buyer's order on the Seller's Acknowledgement of Order; (b) the Buyer's written or verbal instruction to proceed; (c) the Seller commencing chargeable work at the Buyer's request or following the Buyer's engagement; or (d) fulfilment of all conditions precedent stipulated in the Contract. If the details of the Goods or Services described in the Seller's quotation differ from those set out in the Acknowledgement of Order, the Acknowledgement of Order shall apply unless expressly agreed otherwise in writing by the Seller.

2.3 No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, the Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract price nor the delivery date is affected.

2.4 Unless expressly agreed otherwise in writing by the Seller, any work, Goods, Services, project, advice, quotation, discussion, enquiry, design input, technical input, investigation, consultation, supply, manufacture, scanning, modelling or other activity contracted, requested, discussed, instructed, authorised, commenced or

undertaken with or by BMS Design Ltd shall be subject to these Terms and Conditions of Sale. The Buyer's engagement with BMS Design Ltd in relation to any such matter shall be deemed acceptance that these Terms and Conditions apply, whether or not a separate purchase order, written contract or acknowledgement has been issued.

3. VALIDITY OF QUOTATION AND PRICES

3.1 Unless previously withdrawn, the Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date.

3.2 Prices for delivery within the period stated in the Seller's quotation are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising outside the United Kingdom in connection with the performance of the Contract.

3.3 Prices are for Goods delivered EXW (Ex works) the Seller's shipping point, exclusive of freight, insurance and handling.

3.4 All quotations for time and cost are estimates only and are subject to change where further information is provided, where assumptions prove inaccurate, where project requirements change, or where matters become apparent that were not known or reasonably identifiable at the time of quotation. The Seller shall be entitled to revise the Contract Price, delivery period and/or scope of work accordingly.

4. PAYMENT

4.1 Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of the Seller's quotation within thirty days of date of invoice unless otherwise specified by the Seller's Finance Department. Goods will be invoiced at any time after they have been despatched or immediately prior to despatch. Services will be invoiced monthly in arrears or, if earlier, upon completion.

Without prejudice to the Seller's other rights, the Seller reserves the right to: (i) charge interest on any overdue sums at 4% above the base lending rate of HSBC Bank plc (or such higher rate stipulated by applicable law) during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that the Buyer fails or in the Seller's reasonable opinion it appears that the Buyer is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as the Seller may deem reasonable.

4.2 All quotations/prices are subject to VAT.

4.3 New customers shall pay on a pro forma basis before release of any Goods or commencement or completion of any Services, unless otherwise agreed in writing by the Seller. Existing customer payment terms are 30 days net from the date of invoice, unless otherwise specified in writing by the Seller's Finance Department.

4.4 The Buyer shall be liable for all reasonable costs, expenses and statutory interest incurred by BMS Design Ltd in recovering overdue or unpaid sums, including legal costs, debt recovery charges and administrative expenses, to the extent recoverable by law.

5. DELIVERY PERIOD

5.1 Unless otherwise stated in the Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only not involving any contractual obligations.

5.2 If the Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of the Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as the Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract price shall both be adjusted accordingly.

5.3 If delivery is delayed due to any act or omission of the Buyer, or if having been notified that the Goods are ready for despatch, the Buyer fails to take delivery or provide adequate shipping instructions, the Seller shall be entitled to place the Goods into a suitable store at the Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to the Buyer and the Buyer shall pay the Seller accordingly.

6. FORCE MAJEURE

6.1 The Contract (other than the Buyer's obligation to pay all sums due to the Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labour trouble, strike, lockout or injunction.

The Seller shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licences or authorisations or has qualified for general licences or licence exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which the Seller is established or from which the items are supplied).

If for any reason any such licenses, authorisations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit the Seller from fulfilling the Contract, or would in the reasonable judgement of the Seller otherwise expose the Seller and/or the Seller's Affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, the Seller shall be relieved without liability of all obligations under the Contract.

6.2 If either party is delayed or prevented from performance of its obligations by reason of this Clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that the Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and services performed as at the date of termination.

The Seller may deliver by instalments and if so each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with their terms shall not entitle the Buyer to terminate the whole Contract or treat it as repudiated.

7. DELIVERY, RISK & TITLE

7.1 Unless otherwise expressly stated in the Contract, the Goods will be delivered Carriage Paid To (CPT) the destination named in the Contract; freight, packing and handling will be charged at the Seller's standard rates. Risk of loss of or damage to the Goods shall pass to the Buyer upon delivery as aforesaid and the Buyer shall be responsible for insurance of the Goods after risk has so passed.

Alternatively, if it is expressly stated in the Contract that the Seller is responsible for the insurance of the Goods after their delivery to the carrier, such insurance will be charged at the Seller's standard rates. "Ex-works", "FCA", "CPT" and any other delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.

7.2 Subject to Clause 8, title to the Goods shall pass to the Buyer upon delivery in accordance with Clause 7.1, provided that the Seller has received payment in full for the Goods and any associated Services where payment is due before or on delivery.

8. DOCUMENTATION AND SOFTWARE

8.1 Title to and ownership of the copyrights in software and/or firmware incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") shall remain with the relevant Seller Affiliate (or such other party as may have supplied the Software and/or Documentation to the Seller) and is not transferred hereby to the Buyer.

8.2 Except as otherwise provided herein, the Buyer is granted a non-exclusive, non-transferable, royalty-free licence to use the Software and Documentation solely in conjunction with the Goods and solely for the Buyer's internal business purposes, provided that the Software and Documentation are not copied except to the extent expressly authorised by applicable law and the Buyer holds the Software and Documentation in strict confidence and does not disclose them to others or permit others to access them, other than the Seller's standard operating and maintenance manuals. The Buyer may transfer the foregoing licence only to another party which purchases, rents or leases the Goods, provided that the other party accepts and agrees in writing to be bound by the conditions of this Clause 8.

8.3 Notwithstanding Sub-clause 8.2, the Buyer's use of certain Software, as specified by the Seller and including but not limited to control system software, shall be governed exclusively by the applicable Seller Affiliate or third-party licence agreement.

8.4 The Seller and its Affiliates shall retain ownership of all inventions, designs, drawings, processes, methods, know-how, templates, models, files, scans, software, documentation and other intellectual property made, evolved, developed, adapted or used by them, whether before, during or after performance of the Contract. Save as expressly set out in this Clause 8, no rights in intellectual property are transferred or granted to the Buyer.

9. DEFECTS AFTER DELIVERY

Except where expressly agreed in writing by the Seller, all Goods and Services are supplied without any warranty, condition or guarantee other than those which cannot lawfully be excluded. The Buyer is responsible for satisfying itself that the Goods and/or Services are suitable for the Buyer's intended purpose.

10. PATENT, ETC. INFRINGEMENT

10.1 Subject to the limitations set forth in Clause 11, the Seller shall indemnify the Buyer in the event of any claim for infringement of Letters Patent, Registered Design, Design Right, Trade Mark or Copyright ("Intellectual Property Rights") existing at the date of formation of the Contract arising from the use or sale of the Goods, against all reasonable costs and damages awarded against the Buyer in any action for such infringement, or for which the Buyer may become liable in any such action, provided always that the Seller shall not be liable to so indemnify the Buyer in the event that:

- i. Such infringement arises as a result of the Seller having followed a design or instruction furnished or given by the Buyer, or the Goods having been used in a manner or for a purpose or in a country not specified by

or disclosed to the Seller prior to the date of the Contract or in association or combination with any other equipment or software; or

- ii. The Seller has at its expense procured for the Buyer the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe; or
- iii. The Buyer has failed to give the Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against the Buyer and/or the Buyer has failed to permit the Seller, at the Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim; or
- iv. The Buyer has made without the Seller's prior written consent any admission which is or may be prejudicial to the Seller in respect of any such claim or action; or
- v. The Goods have been modified without the Seller's prior written authorisation.

10.2 The Buyer warrants that any design or instructions furnished or given by it shall not cause the Seller to infringe any Intellectual Property Rights in the performance of the Seller's obligations under the Contract and shall indemnify the Seller against all reasonable costs and damages which the Seller may incur as a result of any breach of such warranty.

11. LIMITATION OF LIABILITY

11.1 Notwithstanding any other provision of the Contract, but subject to Sub-clause 11.3, and without prejudice to Sub-clause 11.2, the Seller's and the Seller's Affiliates' combined maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with this Contract or any collateral contract between the parties, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, shall in no circumstances exceed the Contract Price paid or payable for the Goods and/or Services giving rise to the claim.

11.2 Notwithstanding any other provision of the Contract but without prejudice to Sub-clause 11.3, neither the Seller nor the Seller's Affiliates shall be liable under or in connection with this Contract or any collateral contract between the parties for any loss of income, loss of actual or anticipated profits, loss of anticipated savings, increased costs, loss of business, loss of contracts, loss of goodwill or reputation, loss of, damage to or corruption of data, claims of the Buyer's customers, or any indirect or consequential loss or damage of any kind, howsoever caused and whether arising by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability or infringement of Intellectual Property Rights, whether or not such loss or damage was foreseeable or in the contemplation of the parties.

11.3 Nothing in this Contract or any collateral contract shall exclude or in any way limit the Seller's or the Seller's Affiliates' liability (i) for fraud or fraudulent misrepresentation, (ii) for death or personal injury caused by the Seller's negligence, (iii) for breach of terms implied as to title by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or (iv) for any liability to the extent that such liability may not be limited or excluded as a matter of law.

12. STATUTORY AND OTHER REGULATIONS

12.1 If the Seller's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of the Seller's quotation of any law or any order, regulation or bye-law having the force of law that shall affect the performance of the Seller's obligations under the Contract, the Contract price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

12.2 Except to the extent otherwise required by applicable law, the Seller shall have no responsibility for the collection, treatment, recovery or disposal of (i) the Goods or any part thereof when they are deemed by law to be 'waste' or (ii) any items for which the Goods or any part thereof are replacements.

If the Seller is required by applicable law, including waste electrical and electronic equipment legislation, European Directive 2002/96/EC (WEEE) and related legislation in EU Member States, to dispose of 'waste' Goods or any part thereof, the Buyer shall, unless prohibited by applicable law, pay the Seller, in addition to the Contract price, either (i) the Seller's standard charge for disposing of such Goods or (ii) if the Seller does not have such a standard charge, the Seller's costs (including all handling, transportation and disposal costs and a reasonable mark-up for overhead) incurred in disposing of such Goods.

12.3 The Buyer's personnel shall, whilst on the Seller's premises, comply with the Seller's applicable site regulations and the Seller's reasonable instructions, including but not limited to those relating to safety, security and electrostatic discharge.

13. COMPLIANCE WITH LAWS

The Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which the Seller and the Buyer are established or from which items may be supplied, and the requirements of any licenses, authorisations, general licences or licence exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology.

In no event shall the Buyer use, transfer, release, export or reexport any such hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licences, authorisations or licence exceptions relating thereto.

The Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. The Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

14. DEFAULT, INSOLVENCY AND CANCELLATION

The Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to the Buyer, if (a) the Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of the Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to the Buyer.

"Insolvency Event" in relation to the Buyer means any of the following: (i) a meeting of creditors of the Buyer being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to the Buyer; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of the Buyer; (iii) the Buyer ceasing to carry on business or being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iv) the Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the

appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of the Buyer; or (vi) the happening in relation to the Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

The Seller shall be entitled to recover from the Buyer or the Buyer's representative all costs and damages incurred by the Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

15. MISCELLANEOUS

15.1 No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

15.2 If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

15.3 The Buyer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of the Seller.

15.4 The Seller enters into the Contract as principal. The Buyer agrees to look only to the Seller for due performance of the Contract.

15.5 The Contract shall in all respects be construed in accordance with the laws of England excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the English courts.

15.6 The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.

15.7 All notices and claims in connection with the Contract must be in writing.

15.8 3D SCANNING. All scanning of objects is for scanning purposes only. If the buyer wishes to manufacture parts from scans and any drawings provided by BMS Design Ltd then the buyer will be fully responsible for the design and manufacture of such parts.

15.9 MANUFACTURE. All parts manufactured by the Seller will be made with reasonable skill and care and to the agreed specification, where a specification has been expressly accepted by the Seller in writing. The Buyer remains responsible for the design, suitability, accuracy, testing, approval, compliance and intended use of any part, product, drawing, scan, model, sample or specification supplied by or on behalf of the Buyer or manufactured from Buyer-supplied information.

15.10 DATA RETENTION. Unless otherwise agreed in writing, the Seller may delete, destroy or otherwise remove any data, files, drawings, scans, models, samples, project information or other materials supplied by or created for the Buyer after 30 days from completion, cancellation or inactivity of the relevant enquiry, project or work. The Buyer is responsible for retaining its own copies of any materials it requires.

15.11 Unless otherwise agreed in writing by the Seller, all costs of returning goods, parts, samples, materials or other items to the Buyer or to any third party shall be borne by the Buyer, including packing, carriage, insurance, handling and any applicable taxes or duties.

15.12 COMMENCEMENT OF WORK. Where the Buyer engages BMS Design Ltd in discussions relating to any Goods, Services, project, design, quotation, technical matter, problem, enquiry or proposed work, including by asking questions, requesting advice, providing information, requesting investigation, requesting quotation support, or otherwise inviting input from BMS Design Ltd, such engagement shall constitute the Buyer's authority for the Seller to commence chargeable work unless the Buyer expressly states in writing before such work begins that no chargeable work is to be undertaken. Any time, advice, investigation, design input, technical input, consultation, administration, preparation, review, travel, sourcing, correspondence or other work undertaken by BMS Design Ltd in response to such engagement shall be chargeable to the Buyer at the Seller's applicable rates. The Seller shall not be required to provide a separate written quotation, estimate or further written authorisation before charging for such work, unless the Seller has expressly agreed in writing that such work is provided free of charge or is not to commence until further written authorisation is received.

15.13 USE OF DATA AND MATERIALS FOR EXAMPLES. Unless the Buyer expressly requests otherwise in writing before such use, the Buyer agrees that BMS Design Ltd may use, reproduce, display, publish or refer to data, drawings, scans, models, images, photographs, designs, project information, outputs, samples or other materials supplied by the Buyer or created by BMS Design Ltd in connection with the Goods or Services for public, portfolio, marketing, training, demonstration, research, internal reference or example purposes. Where reasonably practicable, BMS Design Ltd shall use such materials in a manner that does not disclose the Buyer's confidential commercial information or personally identifiable information, unless such information is already publicly available, has been anonymised or generalised, or the Buyer has authorised its disclosure.

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