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| Form: QF035<br>Issue:2<br>Issue date: Jun 2022 |  |
| Form Title                                     | Customer's Terms and Conditions  |

## CUSTOMER'S TERMS AND CONDITIONS

### 1 - General

Unless agreed in writing, all goods and services supplied by DKW shall be subject to these terms and conditions.

### 2 - Prices

2.1 Prices are fixed and firm for the duration of the acknowledged order or contract.

2.2 All prices are quoted exclusive of VAT.

### 3 - Delivery

3.1 We shall make every effort to fulfil the contract by the acknowledged delivery dates, but such dates are approximate only and no liability is accepted by DKW for failure to meet them. In particular, if events beyond our reasonable control prevent or hinder us, then the applicable scheduled delivery shall be extended by the period of delay.

3.2 If goods arrive damaged or short in number, written notification and evidence must be given to us within 7 days from date of despatch.

Failure to observe these conditions will be regarded as absolving us from all liability.

### 4 - Quantities

4.1 Our prices refer to specific batch quantities, smaller quantities will be subject to a price revision.

4.2 Orders will be completed notwithstanding a deficiency / surplus of up to 5 %.

4.3 DKW accept no liability for loss of free issue material/components as an outcome of our manufacturing process.

### 5 - Defective and damaged goods

5.1 Any complaints concerning the quality of goods produced by DKW, must be made within three days of their receipt.


5.2 If goods arrive damaged or short in number, written notification and evidence must be given to us within 7 days from date of despatch.

5.3 Defective goods due to an error by DKW will be replaced F.O.C or rectified were possible. DKW accept no liability consequential or otherwise for defective goods.

Failure to observe these conditions will be regarded as absolving us from all liability.

### 6 - Payment Terms

6.1 Accounts are payable 30 days nett monthly, unless otherwise stated.

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6.2 Pro-Forma invoices must be paid in full prior to the release of the customer order.

6.3 You may not withhold or set off payment for goods against accounts on other contracts.

## 7 - Acceptance

7.1 Quotations are offered without engagement.

## 8 - Quality

8.1 Unless negotiated otherwise, the inspection of products will be to DKW's standard A.Q.L. 2.5% level 2.

## 9 - Drawings / Specifications

9.1 It is the responsibility of the customer to ensure that DKW receive the latest issue drawing / specification applicable to the part ordered.

## 10 - Ownership / Title / Risk

10.1 Shall pass to the buyer at the point and time of delivery as nominated by the buyer.

Where our carrier delivers goods to you, the risk therein will pass to you immediately unloading commences, but where our carrier collects from DKW the risk therein will pass at the time of collection.

## 11 - Tooling

11.1 Any special tools required for the manufacture of your products are quoted at 80% cost and therefore remain in part ownership.

11.2 We will store such tools ready for use and insure them against fire, theft, storm and tempest.

11.3 Tooling placed on loan by DKW shall remain the property of DKW, but the responsibility for its safekeeping and performance shall pass to the recipient.

## 12 - Force Majeure

12.1 DKW Engineering Ltd will not be deemed liable for breach of any agreement for circumstances beyond their immediate control such as, war, strikes, lockouts, riots, international emergency, etc, as understood by UK courts of law.

## 13 - Law

13.1 The construction, validity, performance of "The Contract" shall be governed by English Law & Courts.