

## RN ELECTRONICS LTD - TERMS AND CONDITIONS

From 1<sup>st</sup> November 2020

### DEFINITIONS

"Company" means RN Electronics Limited. "Services" means the testing and/or certification provided by the Company. "Customer" means the party on whose behalf the Services are provided. "Parties" means the Company and the Customer. "Contract" means the agreement between the Parties for the Company to provide the Services to the Customer. "EUT" means Equipment Under Test.

### QUOTATION

1. Quotations are valid for 90 days.
2. The Company reserves the right to amend the quotation price where subsequent examination of the EUT, documentation or specifications relating to the work show a difference to information available at the time of the original quotation.
3. The quotation is based on compliance with the associated tests. If equipment failure or non-compliance occurs then additional costs may be incurred.
4. The quotation is based on time the associated tests take to run. If customer's equipment set-up extends the time required, this is chargeable to the customer as additional costs.
5. The quotation is based upon the condition / function of the equipment known at time of quotation. If changes to the equipment are made, e.g. to fix or increase functionality then additional tests and associated costs may be incurred.

### GOODS FOR TEST

The Company offers a wide variety of often complex testing. The pre-test preparation required is significant e.g. technical evaluation, test plans, equipment requirements, administration etc. In order to provide a high level of service the Customer should provide the following, at least 10 days prior to testing:

1. A completed questionnaire – where full information is not available the partially completed questionnaire should be returned to the Company, any additional details will be requested by the Company engineer prior to testing.
2. Payment or, where a credit agreement exists, an approved purchase order.

For the purpose of conducting the tests, the Customer is responsible for ensuring that:

1. All electrical ports of the EUT are connected and active.
2. All the required peripherals are available and functioning.
3. Standard and non-standard test modes are available for monitoring purposes.

Failure to ensure these points may result in delays and additional charges.

### PRICES and PAYMENT TERMS

1. Prices are net of VAT.
2. Standard testing hours are 9am – 4.30pm (Initial Assessments 9am – 4pm), including a 45 minute lunch break to be taken at a convenient point. When attending test, visitors are requested to arrive and vacate the premises promptly.
3. For Customers with credit accounts our terms are 14 days for routine testing.
4. For Customers with credit accounts full payment against a pro forma invoice is required prior to Initial Assessments (IA), development work, certifications, submissions and test report reviews / amendments.
5. For Customers without a credit account, full payment against a pro forma invoice is required prior to testing.
6. The Company reserves the right to invoice for partially completed work and at the end of each calendar month.
7. Interest will be charged at 8% pa on any amount outstanding after 31 days.
8. We reserve the right to withhold test reports until full payment has been received.

### CANCELLATIONS and AMENDMENTS

1. Cancellation or amendments require at least 7 days' notice.
2. In the event of the Customer cancelling or amending any order by giving less than 7 days' notice prior to the agreed commencement date a 50% cancellation fee will apply.
3. In the event of a failure during testing causing lost productivity, including set-up time, the Company may charge for testing on the day of the failure and 50% of any additional time remaining on the quotation.

### LIMITATION OF LIABILITY

The Company accepts no responsibility for any physical damage to EUT, whether on site at the Company or goods in transit.

The Company's liability for any claim for loss, damage or expense of any nature however arising will under no circumstance exceed the fees received for the specific services which give rise to such claims.

### NOTIFICATION OF HEALTH and SAFETY RISKS

The Customer shall:

1. Ensure the Company is aware of any safety issues e.g. size, weight, hazardous voltages, gases, radiations.
2. Accept responsibility for notifying the Company of any actual or potential health and safety hazards.
3. Accept full responsibility for appropriate safety measures and labelling of the EUT provided.

### SITE SECURITY

The Company's premises are a private area. Visitors to the premises shall conform to the Company's regulations and procedures regarding security, safety and confidentiality.

### CONFIDENTIALITY

Information provided by the Customer to the Company in pursuant of this Contract shall be treated as confidential with the following exceptions:

1. Information that was already known to the Company at the time of the disclosure.
2. Information that is public knowledge.
3. Information, or any part thereof, that may need to be disclosed to regulatory or accreditation bodies in accordance with quality, accreditation and/or certification rules.
4. Information, or any part thereof, that may need to be disclosed to a third party for quotation or completion of sub-contracted work.

Contracts between the Customer and the Company shall be construed in accordance with the laws of England and Wales.

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