The sale of products and services ("Products") by Quarch Technology Ltd (Quarch) are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). No variation to these Conditions shall be binding unless previously agreed in writing between the authorised representative of Quarch and the Customer.

1. Orders

1.1 All orders are subject to acceptance by Quarch. Quarch shall sell and the Customer shall purchase Products in accordance with any written quotation of Quarch which is accepted by the Customer, or any written order of the Customer which is accepted by Quarch, and shall be subject to this Agreement.

1.2 Quotes are valid for 30 days and Quarch will deem the quote to have lapsed if no order has been received from the Customer in connection to the subject of the quote within 30 days of the date of the quotation.

1.3 The company reserves the right to make any changes in the specification of the Products which conform with any applicable statutory requirements, and withdraw any product and to modify the design or specification of or materials used in any of its products, without previous notice.

1.4 No Order which has been accepted by Quarch may be cancelled by the Customer except with the agreement in writing of Quarch and on terms that the Customer shall indemnify Quarch in full against all loss, including loss of profit, costs including the cost of labour and materials used, damages, charges and expenses incurred by Quarch as a result of the cancellation.

2. Price

2.1 The price of the Products shall be the quoted price and are valid for 30 days from the date of the quote, after which time the prices may be altered by Quarch without giving notice to the Customer.

2.2 Quoted prices are for the cost of the Products only and do not include any taxes, shipping charges, freight, duties, and other charges or fees, to which the Customer is wholly responsible for.

3. Terms of Payment

3.1 Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date or as otherwise approved in writing by Quarch. All new customers are required to pay the first order in advance against a Proforma Invoice.

3.2 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to Quarch, Quarch shall be entitled to cancel the contract or place the Customer on account hold and suspend any further deliveries of Products to the Customer. Quarch are entitled to charge the Customer interest on the amount unpaid, at a rate of 18% per annum, until payment is made in full.

4. Delivery and Title

4.1 Unless otherwise specified in writing by Quarch, all deliveries by Quarch are ExWorks: Quarch, Aviemore.

4.2 Any dates quoted for delivery of the Products are approximate only and Quarch shall not be liable for any delay in delivery of the Products however caused. Time of delivery shall not be of the essence of the contract unless previously agreed by Quarch in writing. The goods may be delivered by Quarch in advance of the quoted delivery date.

4.3 Risk of loss passes to the Customer upon delivery of the Products, or upon collection if Quarch's shipping account is not used.

4.4 Title of the Products passes to the Customer when Quarch receives payment in full of the Products. Until this point the Products remain the property of Quarch.

4.5 All intellectual property rights, including without limitation, copyright of artwork, stencils, and other origination works undertaken by Quarch, unless agreed in writing, remain the property of Quarch.

4.6 Any shortages or damage to parts received must be notified to Quarch as quickly as possible, in any case this must be done within 7 days of receipt or the claim will be rejected.

5. Warranty

5.1 Warranty terms and conditions can be found in "Product Warranty Terms" Document.

6. Product Return

6.1 The Customer may return Products to Quarch only with a return material authorisation (RMA) number issued by Quarch. The terms for this can be found in "Product Warranty Terms" Document.

7. Limitation Of Liability

7.1 To the extent permitted by law, neither Quarch nor its employees or agents are liable for, and customer is not entitled to any indirect, special, incidental or consequential damages; for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of customers. To the extent permitted by applicable law, Customer's recovery from Quarch for any direct damages will not exceed the price of the Product at issue.

7.2 Customer will indemnify, defend and hold Quarch harmless from any claims based on; (i) Quarch's compliance with customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than Quarch, or (iii) use of Product not in compliance with Quarch Product specifications

8. General

8.1 This Agreement shall be governed, construed, and enforced in accordance with Scottish laws. The Scottish courts shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.

8.2 This agreement can only be modified in writing signed by authorised representatives of both Quarch and Customer

8.3 The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

9. Licensing

9.1 Quarch provides software applications, tools and examples to assist with the use of our products: TestMonkey, Torridon Terminal, Torridon Updater, quarchpy and Application Notes (Numbered AN-xxx).

9.2 These are provided free of charge. Customers of Quarch products are granted an indefinite license to use this software for the purposes of operating and maintaining genuine Quarch products.

9.3 Where source code is provided (quarchpy and Application Notes), Customers of Quarch products are granted an indefinite license to modify the code the code for the purposes of operating and maintaining genuine Quarch products.

9.4 Under para 9.3, licensed users may also integrate Quarch source code from quarchpy and Application Notes into their existing code base for internal use.

9.5 The quarchpy python package contains sub components that are separately licensed. These licenses have been verified as free for commercial use in the form we provide them. If you wish to integrate quarchpy or its components into your own code, you will have to verify that your use case also follows the license terms