 Terms & Conditions

1. GENERAL

All orders are accepted and goods supplied subject to our quotations and the following terms and conditions. These conditions are varied only by an express written modification or alteration. Subject to the Technology Ltd. (hereinafter referred to as "the Company") agrees to this writing and only then with an agreed signature which shall be the sole evidence of the sale or agreement. The buyer shall be entitled to all goods contained herein and the customer will have been waived the special purchase conditions, if any, on their purchase order.

2. AVAILABILITY/STORAGE

The Company reserves the right to deliver by the date specified, but shall be under no liability whatsoever for delay or consequently, however, caused. When delivery is delayed for reasons of you, the company’s sole discretion. In any additional storage charges will be added to the invoice. The goods will be at the Purchasers risk from the date of commencement of such delay. The original delivery date will be the date of commencement of the Goodwill and Wharfedale Technology Ltd may invoice the price on the original delivery date.

3. CHANGE OF PRODUCT

The customer indemnifies the Company and any of its subsidiaries against discontinuing any product or making design changes which they believe are necessary.

4. PRICES

All prices quoted are exclusive, unless otherwise stated. Whilst every endeavour will be made to notify the customer, the Company maintains the right to change price without prior notice.

This will include the right to change prices without prior notice in the following circumstances:

a. Currency fluctuations, which increase the cost to the Company of materials or goods.

b. Extra costs incurred, i.e. customs duties, carriage or reconditioning or rescheduling of orders.

c. Delivery will be FOB UK goods and will be packed to the Company’s normal specification in non-returnable packaging.

d. Cancellation will be charged at the Purchaser’s request and expense.

e. Release documentation and Certificates of conformity for goods supplied from bonded stock will normally be provided free of charge.

f. The Company reserves the right to deliver in more than one consignment and to use sub-contractors and each invoice shall constitute a separate contract in its own right.

g. Purchases outside of the UK are responsible for their own insurance costs.

5. TECHNICAL ADVICE

No liability shall result from goods that have been used by the customer in any way at variance with the manufacturer’s instructions. It is the responsibility of the customer to ensure that the manufacturer’s specifications are adhered to. THIS INCLUDES without limitation the manufacturer’s instructions. It is the responsibility of the customer to ensure that the goods are fit for the intended purpose and/or meet their specified requirements.

6. SCHEDULED/DIRECT/LONG DELIVERY DATES

If your order is for scheduled deliveries or is for "long" delivery dates (i.e. in excess of 6 weeks after order confirmation is provided by us), then this clause shall apply. You will be notified in our Order confirmation accordingly. Orders can only be accepted for scheduled/direct delivery where the line value of each shipment is economically viable. Customers placing orders with the Company must accept delivery of the total order within one year of the date of the order (unless otherwise stated in the order confirmation). In the event of the customer wishing to suspend deliveries, the Company requires thirty days notice in writing to this effect. Such a suspension will be to a maximum period of 60 days, after which, unless such delivery is again requested in writing, the order shall be automatically cancelled. Afterwards, customers may not cancel a scheduled/direct delivery or part thereof unless as set out below. In this respect the agreement to supply goods to you will be deemed to be delivered to you. If the parts are damaged (i.e. bent or broken leads) photographic evidence of the part(s) and labels is required by the Company in this regard.

If the parts ordered by you fail testing (acceptable independent test results will be required) or the parts ordered by you failed in their application but should not have failed in that application (again, independent test results are required).

If parts may not be returned after 30 days have elapsed after delivery to you under circumstances in which the return was not caused and/or returned in their original condition. Any goods returned will not be accepted.

You may cancel the Scheduled/Direct delivery only in one of the following circumstances provided always that the Company has not started work on the writing of the proposal cancelled within 30 days following delivery to you by the Company.:

• if date codes received are worse than those placed on your purchase order ("PO")

• the part number(s) is different from that specified in your PO

• your PO state "new" parts and the parts delivered are used/refurbished,

• the part number(s) is different from the part number(s) on your PO,

• the part number(s) is different from the part number(s) on your PO.

7. PAYMENT TERMS & RETENTION OF TITLE

Cheques and Bank Drafts should be made out as payable to Wharfedale Technology Ltd. Only where expressly agreed, payments for sales shall be net 30 days following the date of the invoice, these terms will be subject to the receipt of satisfactory references. All other payments shall be by Telegraphic Transfer in advance, or Bank Draft or other mutually agreed terms. Time of payment is of the essence of the contract or any subsequent contracts entered into under these terms. If you fail to pay any invoice when it falls due and there are other later transactions between us under these terms then, at the Company’s sole discretion, the last agreed payment terms of the applicable credit note or contract may be disregarded by the Company should any step be undertaken to recover any outstanding amount due to us (in addition to the right of the Company to refer any overdue amount to a third party and for collection and to add all and any costs associated with this and to add all and any costs associated with this and to add all and any other costs associated with this).

In this respect the agreement to supply goods to you will be deemed to be delivered to you. If the parts are damaged (i.e. bent or broken leads) photographic evidence of the part(s) and labels is required by the Company in this regard.

If the parts ordered by you fail testing (acceptable independent test results will be required) or the parts ordered by you failed in their application but should not have failed in that application (again, independent test results are required).

If parts may not be returned after 30 days have elapsed after delivery to you under circumstances in which the return was not caused and/or returned in their original condition. Any goods returned will not be accepted.

8. SHORTCUTS

Once orders are entered the order may not be cancelled without incurring cancellation fees. If the Contract has committed to purchasing the goods for the customers use. Ordered and delivered goods may only be returned to the Company with the consent of a director of the same. Goods

9. RETURNS/OVER CANCELLATIONS

Once orders are entered the order may not be cancelled without incurring cancellation fees. If the Contract has committed to purchasing the goods for the customers use. Ordered and delivered goods may only be returned to the Company with the consent of a director of the same. Goods
21 EXPORT BUSINESS
These Terms and Conditions of Sale apply to all Export Transactions.

22 LAW
All questions relating to any quotations or contracts of sale, subject to these conditions or agreed amendments to these conditions shall be determined in all respects by the Laws of England and the parties irrevocably submit to the jurisdiction of the English Courts.

23 RECORD KEEPING
We keep records relating to orders, product origin along with test and inspection data for a minimum of 5 years unless a longer retention period is specified on your purchase order.

24 LEAD TIME ORDERS FOR MANUFACTURED ITEMS
By accepting when an order is placed for a product that is specifically made to order and where the order requires a deposit payment to be made at the point of ordering with any remaining balance to be settled at a later date, both parties expressly agree that the order shall be conducted on an MCNR basis (Non-cancelable and Non-returnable) and in the event that the order is cancelled and/or the remaining balance is subsequently not settled, the initial agreed deposit will be forfeited to the supplier in full and final settlement of any liabilities relating to the order.

Both parties also agree and understand that any quoted lead-time is based upon manufacturers guidance and is therefore subject to change, all reasonable changes are therefore agreed in advance.

25 END USER DECLARATION
Some manufacturers and suppliers will require an end user declaration to be completed prior to the delivery of certain products or orders which may originate from any number of commercial or legal requirements. In order to proceed, the customers agrees to provide full and accurate information regarding the end user, project name and reference along with details of all consignees and intermediate consignees involved prior to the end user receiving the product and we reserve the right to independently validate all information contained in the end user declaration.

Once the end user declaration has been received, the manufacturer / supplier may at its sole discretion place certain supply restrictions based upon the information provided. In those circumstances where the supplier is unwilling to ship through some consignee or intermediate consignee, then the customer specifically agrees and approves for a direct shipment to the end user to complete the transactional requirements once proof of delivery has been provided.

Apart from the circumstance described below, any deposit payment that a customer is required to pay by the manufacturer in order to commence manufacturing work has legally deemed to be an event of a customer failing to complete the transaction as agreed, in addition the company reserves the right to pursue the customer for any additional costs that may have incurred.

In those circumstances where the supplier simply refuses to supply the product to the end user, the transaction will be cancelled and any deposit payment will be refunded unless false declarations had previously been made with regards to the end user.

26 VARIATION OF TERMS
You are able to offer alternate terms if these are to the benefit of and represent an enhancement to Whistler Technology Ltd standard terms without authorization, all other terms require specific written authority to amend before an order is placed or received

27 RIGHTS OF ACCESS
The Seller & its sub-contractors shall allow representatives of Whistler Technology Ltd, the National Aviation Authorities (NAA), other regulatory agencies approved by Whistler Technology Ltd and Whistler Technology Ltd customers to conduct Audits and also verify the quality of work, records and materials at the Seller & its sub-contractors' (locations)

28 SPECIFIC REQUIREMENTS APPLICABLE TO OUR PURCHASE ORDERS
Supplier expressly agrees to the following:-

WARRANTIES
Minimum warranty period will be 180 days unless longer terms have been specifically agreed in writing.

SECURITY DECLARATION
By accepting our purchase order you expressly agree that all goods, which are produced, stored, forwarded or carried by order of Whistler Technology Ltd, which are delivered to Whistler Technology Ltd or which are taken for delivery from Whistler Technology Ltd are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas.

Are protected against unauthorized interference during production, storage, preparation, loading and transport. Reliable staff members are employed for the production, storage, preparation, loading and transport of these goods.

Business partners who are acting on your behalf are informed that they also need to ensure the supply chain security as mentioned above.

REACH REQUIREMENTS
You agree to immediately notify Whistler if the items contain substances of Very High Concern (SVHCs) as defined in the REACH Directive EC 1907/2006 if greater than the 0.1%.

IMPORT Control
Please provide Commodity/Harmonised code for all items which will be dispatched from outside Great Britain.

ITAR Control
If no mention of Intentional Traffics in Arms Regulations (ITAR) or Export Administration Regulations (EAR) appears on the quotation confirmation, Whistler Technology Ltd assumes the products undertaken are not affected by ITAR/EAR regulations. It is the responsibility of the supplier to advise if the product being quoted/order is subject to ITAR/EAR regulations.

SPECIAL SURFACE TASKS
Whistler Technology reserves the right to reject product where manufacturer data codes are not within 24 months of the receipt date, unless otherwise agreed in writing.
Ltd reserves the right to reject any delivery, if you fail to provide your own CoC and/or copies of the manufacturers CoC when this documentation has specifically been requested on our purchase order to you.

COUNTERFEIT MATERIAL DETECTION
Supplier shall establish and maintain a counterfeit and material prevention and control plan using AS6174 as a guideline.
Supplier agrees to keep records relating to the order, product origin, test and inspection data for a minimum of 10 years unless a longer retention period is specified on our purchase order.
Sensitive items will be handled, packed, marked and transported in accordance with ESD MIL-STD-1686 or equivalent and records maintained for inspection and review.

LIMITED SHELF LIFE ITEMS
The vendor will supply CoC, the expiry date, permissible shelf life, the lot or batch number, storage temperature and the above shall appear on the labels of the items, the material shall not exceed 25% of total shelf life by the date of shipment.
In the event that products delivered under a purchase order constitutes or includes counterfeit parts, seller shall, at its expense, promptly replace such parts with genuine parts conforming to the requirements of the purchase order. Notwithstanding any other provision in the purchase order or its attachments, seller shall be liable for all costs, fees and penalties relating to the removal and replacement of counterfeit parts, including and without limitation buyers costs of removing counterfeit parts and replacing with genuine parts. Seller hereby further agrees to indemnify and hold buyer harmless from any and all liability, loss or damage, including but not limited to, bodily injury, illness, death or property loss or damage resulting from or in any way connected with any counterfeit part delivered by seller. These remedies contained in this paragraph are in addition to any remedies buyer may have at law, equity or under other provisions of this purchase order.
Supplier also agrees that the counterfeit devices will not be returned to supplier, other than a small sample to validate that they are counterfeit and the seller further agrees that to prevent the devices from re-entering the supply chain, the counterfeits will be destroyed and that this destruction does not prevent the seller from refunding or replacing the items with genuine devices.
Supplier agrees to immediately notify purchaser of any changes to specification of the device purchase and details relating to the potential end of life of the device and any recommended replacements that are available.
Supplier agrees to immediately notify buyer of any non-conformance identified in relation to the product supplied where such non-conformance has the potential to impact the performance of the purchased product. Notification shall be in writing and shall be made before any corrective action has been considered or implemented.
Supplier agrees to notify Whistler of changes in product and/or process, change of suppliers, changes of manufacturing facility location and, where required, obtain approval from Whistler.
1. INTRODUCTION

This privacy notice provides you with details of how we collect and process your personal data through your use of our site www.whistler.technology.

By providing us with your data, you warrant to us that you are over 13 years of age.

Whistler Technology Ltd is the data controller and we are responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

Contact Details

Our full details are:

Full name of legal entity: Whistler Technology Lyd.

Email address: jon@whistler.technology

Postal address: Matlock Mill, Hamilton Way, Mansfield, Nottinghamshire, NG18 5BU

Telephone number: 01623 425 880

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at jon@whistler.technology

2. WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process the following categories of personal data about you:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our
analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

**Sensitive Data**

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don’t provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at jon@whistler.technology. In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

We do not carry out automated decision making or any type of automated profiling.

3. **HOW WE COLLECT YOUR PERSONAL DATA**

We may collect data about you by you providing the data directly to us (for example by filling in forms on our site or by sending us emails). We may automatically collect certain data from you as you use our website by using cookies and similar technologies.

We may receive data from third parties such as analytics providers such as Google based outside the EU, advertising networks such as Facebook based outside the EU, such as search information providers such as Google based outside the EU, providers of marketing data, technical, payment and delivery services, such as data brokers or aggregators.

We may also receive data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

4. **MARKETING COMMUNICATIONS**
Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or OR by emailing us at jon@whistler.technology at any time.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors, accountants and insurers
- Government bodies that require us to report processing activities.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

Countries outside of the European Economic Area (EEA) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Many of our third parties service providers are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is in place:

- We will only transfer your personal data to countries that the European Commission have approved as providing an adequate level of protection for personal data by; or
- Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or
- If we use US-based providers that are part of EU-US Privacy Shield, we may transfer data to them, as they have equivalent safeguards in place.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

7. DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.
We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

8. DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You can see more about these rights at:

If you wish to exercise any of the rights set out above, please email us at jon@whistler.technology

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive or refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

10. THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

11. COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible
or not function properly.
COOKIE POLICY

What's a cookie?

• A “cookie” is a piece of information that is stored on your computer's hard drive and which records how you move your way around a website so that, when you revisit that website, it can present tailored options based on the information stored about your last visit. Cookies can also be used to analyse traffic and for advertising and marketing purposes.

• Cookies are used by nearly all websites and do not harm your system.

If you want to check or change what types of cookies you accept, this can usually be altered within your browser settings. You can block cookies at any time by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

How do we use cookies?

• We use cookies to track your use of our website. This enables us to understand how you use the site and track any patterns with regards how you are using our website. This helps us to develop and improve our website as well as products and / or services in response to what you might need or want.

• Cookies are either:

  - Session cookies: these are only stored on your computer during your web session and are automatically deleted when you close your browser - they usually store an anonymous session ID allowing you to browse a website without having to log in to each page but they do not collect any personal data from your computer; or

  - Persistent cookies: a persistent cookie is stored as a file on your computer and it remains there when you close your web browser. The cookie can be read by the website that created it when you visit that website again. [We use persistent cookies for Google Analytics.]

• Cookies can also be categorised as follows:

  - Strictly necessary cookies: These cookies are essential to enable you to use the website effectively, such as when buying a product and / or service, and therefore cannot be turned off. Without these cookies, the services available to you on our website cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet.

  - Performance cookies: These cookies enable us to monitor and improve the performance of our website. For example, they allow us to count visits, identify traffic sources and see which parts of the site are most popular.

  - Functionality cookies: These cookies allow our website to remember choices you make and provide enhanced features. For instance, we may be able to provide you with news or updates relevant to the services you use. They may also be used to provide services you have requested such as viewing a video or commenting on a blog. The information these cookies collect is usually anonymised.

Please note that any third parties who may advertise on our website (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.