

TERMS & CONDITIONS OF SALE

1. APPLICATION OF THESE TERMS

- 1.1. These terms take precedence over any terms which may be provided by the Buyer. In accepting delivery of any Products, the Buyer shall be deemed to have agreed that these terms apply to the Contract.
- 1.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2. PRICE

- 2.1. The price of the Products shall be the Seller's quoted price.
- 2.2. The price for Products is exclusive of applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
- 2.3. The price does not include the cost of packing or delivery of the Products.
- 2.4. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture.

3. PAYMENT

- 3.1. The price for the Products or Service is due on order of the goods or notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Buyer, whichever comes sooner. The time of payment of the price shall be of the essence of the Contract.
- 3.2. Any query concerning the Seller's invoice must be made by the Buyer within seven (7) days of the Buyer's receipt of the invoice and failing any such query being raised within such period the Buyer will be deemed to have accepted that the details shown on the Seller's invoice are correct.
- 3.3. If the Buyer fails to pay for the Products in full on or before the due date for payment the Seller may without notice suspend any credit facilities the Buyer may have with the Seller and may upon giving notice to the Buyer cancel or suspend compliance with the Seller's obligations under any other contract then subsisting between the Buyer and the Seller, without prejudice to any other right or remedy available to the Seller.
- 3.4. The Seller shall be entitled to charge the Buyer interest on any part of the price for the Products which remains unpaid by the Buyer after the due date for payment. Interest shall be charged at the rate of 4% per annum above The Bank of England base rate from time to time until payment in full is made (both before and after any judgment) and shall be compounded with quarterly rests.
- 3.5. If any Products are ordered by the Buyer on terms that they should be delivered to the Buyer when requested by the Buyer, the Seller shall be entitled to invoice the Buyer one year after the date of the Contract for any Products not requested by the Buyer for delivery prior to that date.

4. DELIVERY

- 4.1. The Seller will arrange delivery of the Products at the cost of the Buyer to such address within the EU as the Buyer shall have specified.
- 4.2. The Seller will use its reasonable endeavours to achieve any delivery date which may have been quoted either by the Seller or by the Buyer but time for delivery shall not be of the essence.

5. RISK AND PROPERTY

- 5.1. Risk in the Products or any part of the Products shall pass to the Buyer upon leaving the Seller's premises. Accordingly the Buyer shall be responsible for any loss or damage to the Products occurring while the Products are in transit.
- 5.2. Property in the Products shall not pass from the Seller to the Buyer until the Buyer has paid all sums due from the Buyer to the Seller at the time when the price for the Products falls due for payment.
- 5.3. Any designs produced by the seller remains the property of the seller whether commissioned or not, and therefore cannot be used to produce product or aid designing any similar product by the buyer or third party, unless otherwise stated in writing prior to the designs.

6. WARRANTY

- 6.1. The Seller warrants that:
 - 6.1.1. any part of the Products which is hardware
 - 6.1.1.1. will be free from defects of materials or workmanship apart for those that can be construed as artistic detailing ; and
 - 6.1.1.2. will function substantially in accordance with the specification for that part published by the Seller at the time the Contract is entered intofor a period of one year from the date of despatch from the Company's premises.
- 6.2. The above warranty is given by the Seller subject to the following conditions:
 - 6.2.1. the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Buyer;
 - 6.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse, improper installation, alteration or repair of the Products without the Seller's approval;
 - 6.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment; and
 - 6.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 6.3. No warranty is given by the Seller that the Products or any part of them will be suitable for any particular purpose for which the Buyer may require them.

6.4. Subject as expressly provided in these Conditions, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.5. Any claim by the Buyer which is based on any short shipment or defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within forty-eight (48) hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Products and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

6.6. Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Products (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Products (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. If the Seller finds that any repair requires the Seller to buy in items of equipment, the Seller shall charge the Buyer at cost for such items.

6.7. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer, except as expressly provided in these Conditions.

6.8. The Seller's liability to the Buyer in respect of the Contract or in connection with the supply of the Products shall not exceed the price for the Products paid by the Buyer.

7. TERMINATION

The Seller shall be entitled by written notice to the Buyer to terminate the Contract forthwith (without prejudice to any right or remedy available to the Seller and without any liability to the Buyer) in the event that:

- 7.1.1. the Buyer commits any breach of any of the provisions of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring such breach to be remedied; or
- 7.1.2. the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 7.1.3. an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or
- 7.1.4. the Buyer ceases, or threatens to cease, to carry on business; or
- 7.1.5. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

8. FORCE MAJEURE

- 8.1. Neither party shall be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products, if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
 - 8.1.1. act of God, explosion, flood, tempest, fire or accident;
 - 8.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.1.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.1.4. import or export regulations or embargoes;
 - 8.1.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 8.1.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
 - 8.1.7. power failure or breakdown in machinery.

9. CANCELLATION

The Buyer may not cancel the Contract without the prior written consent of the Seller which shall only be given at the Seller's entire discretion and subject to such conditions as the Seller may consider appropriate including that the Buyer shall bear the cost of all expenses incurred by the Seller in respect of the Contract prior to the date of cancellation and all loss and damage incurred by the Seller as a result of the cancellation.

10. GENERAL

- 10.1. Failure or neglect by the Seller to enforce at any time any of the provisions of the Contract shall not be construed nor shall be deemed to be a waiver of the Seller's rights nor in any way affect the validity of the whole or any part of the Contract nor prejudice the Seller's rights to take subsequent action.
- 10.2. If any Condition is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.3. The Contract shall not be assigned by the Buyer without the prior written consent of the Seller.
- 10.4. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.5. The Contract shall be governed by and construed in accordance with English law and both the Buyer and the Seller submit to the exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to the Contract.