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CONDITIONS OF SALE

PLEASE RETAIN FOR YOUR INFORMATION

1. GENERAL

Every contract of sale whether by direct order or by your acceptance of a quotation and every contract to install or service our goods is subject to these Conditions. All other conditions and warranties whether implied by statute, common law or trade usage, or expressed by you, are hereby excluded with the exception of conditions expressly accepted by us in writing and conditions and other terms the exclusion of which is prohibited by law.

2. WARRANTY

2.1 Subject to paragraph (2.2) of this Condition we shall without charge repair or, at our option, replace any goods sold by us to you which are defective at the time of their delivery to you or which become defective within 36 months of their delivery to you provided that: -

- a) we are promptly notified of any defects in the goods, and,
- b) the goods are returned to us return carriage paid.

Where goods are returned to us and are found not to be defective we may make a reasonable charge for inspection and handling.

- 2.2
- a) Our obligations under this Condition do not apply in relation to component parts made by persons other than us or to defects caused by improper installation, storage or use or other circumstances over which we have no control.
 - b) Goods are "defective" if they do not function properly owing to a fault in material or workmanship or to a material discrepancy from the contract description.

3. INDUSTRIAL PROPERTY INDEMNITIES

3.1 Subject to paragraphs a) and b) below we shall indemnify you against any liability to the proprietor of a valid patent in the U.K. which you may incur by reason that your use or sale of the goods infringes his patent provided that you notify us immediately of any allegation or infringement made against you and at our request and expense co-operate in defending the claim and do not without our previous written consent compromise any such claim or otherwise treat with the claimant.

a) This indemnity shall not apply: -

- i) if the infringement is caused by our following a design or instruction furnished by you or on your behalf, or
- ii) if the infringement is caused solely by the use or sale of the goods in combination with other goods, or
- iii) if the relevant use or sale of the goods would not have constituted an infringement at the date of their delivery by us, or
- iv) if you are under an obligation which prevents you from contesting the validity or scope of any relevant patent.

3.1 b) We shall not be liable for any expenses, losses or damages, resulting from loss of use of the goods arising from an infringement of a patent.

3.2 You shall indemnify us against any expenses, losses, damages, or other liability of whatsoever nature which we may suffer or incur, whether by way of infringement of patents, copyright or registered design or otherwise, as a result of our copying, following a specification or otherwise using a design, drawing, sample, instruction or suggestion submitted by you or on your behalf in connection with any contract with us.

Provided that this indemnity shall not apply to any liability arising from any such action, which you shall have previously specifically, advised us against in writing.

4. DELIVERY TIME

4.1 Dates given for delivery are approximate and we shall not be liable for any delay in delivery or failure to delivery unless such delay or failure: -

- a) is of an unreasonable length, and
- b) caused by circumstances other than war, civil insurrection, riot, fire, flood, Act of God, industrial action (whether by our own or other persons' workmen), prohibition or restriction by a competent authority, failure of any person to deliver to us goods, plant, machinery, material or component parts or any other events beyond our reasonable control.

4.2 Where we are prevented from delivering within a reasonable time after any given delivery date we shall as soon as practicable give you notice of the cause of such prevention and, failing an agreement for a new delivery date, the contract shall be deemed frustrated and the provisions of the Law Reform (Frustrated Contracts) Act 1943 shall apply

- 4.3 a) In any event, our liability for delay in delivery or failure to deliver shall be limited to the return of any deposit or price paid in respect of the goods involved in such delay or failure.
- b) We shall not be obliged to deliver any goods at any time when payment for any previous delivery or any other debt owed by you to us is overdue.

5. QUOTATIONS

Any quotation or offer made by us in respect of our goods will remain valid for a period of 30 days only, unless otherwise expressly agreed by us in writing.

6. PRICE VARIATIONS

If, after the date of contract and before the date of delivery or installation, our costs are increased, then we may increase the prices payable by you accordingly.

7. PLACE OF DELIVERY

7.1 Unless otherwise expressly agreed by us in writing, delivery is ex our works and the risk thereupon passes to you, notwithstanding that we may undertake to install the goods or any of them.

7.2 Without prejudice to paragraph 7.1 above, by separate agreement not being part of this contract, we may on request procure carriage or freight and insurance on your behalf and at your expense.

8. LOSS OR DAMAGE IN TRANSIT

Without prejudice to the provisions of Condition 7, we shall not in any case be liable for loss or damage to goods in transit unless: -

- a) such loss or damage is caused by our negligence,
- b) the carriers and ourselves are notified thereof in writing, in the case of damage or shortage within three days of delivery or, in the case of non-delivery, within 4 weeks after the date upon which the goods would have been delivered in the ordinary course of events, and
- c) in the case of damage to goods, those goods are returned to us carriage paid for inspection within seven days of delivery.

9. TERRITORIAL RESTRICTIONS

9.1 If you reside within the European Economic Community you will not, without our previous written consent, sell the goods or knowingly sell them for resale outside the countries comprising the European Economic Community.

9.2 If you reside outside the European Economic Community you will not, without our previous written

consent, sell the goods or knowingly sell them for resale outside the country in which you reside.

10. TRADE MARKS

You shall not do in relation to the goods any act of which Section 6 of the Trade Marks Act 1938 applies.

11. CHANGES

If, after the receipt of an order for goods and before their delivery, improvements are made in the design and/or specification of the goods we may, on giving notice to you, incorporate such improvements in the goods supplied to you provided that: -

- a) the performance and quality of the altered goods are at least as high as those of the goods ordered,
- b) no price variation is made except with your consent, and
- c) delivery is not unreasonably delayed.

12. PRICE AND PAYMENT

12.1 Prices: Unless otherwise indicated the prices quoted are net ex-works exclusive of Value Added tax, transit, packing materials, installation, programming, setting-up and other labour extra.

12.2 Cash Payment: Customers not having an account must send with order, or otherwise before delivery, a remittance to cover the value of the goods and, where required, the cost of packing materials, carriage or freight and insurance together with any Value Added tax charged on the supply of the goods, packing materials, carriage and insurance.

12.3 Accounts: Customers wishing to open an account should furnish British trade and bank references.

12.4 Payment of Credit Accounts: Settlement of credit accounts is 30 days net monthly account.

13. TOOLS ETC.

All tools, drawings and specifications involved in the manufacture of the goods shall remain our property unless otherwise specifically agreed by us in writing. Unless otherwise specified by us, all packing cases and other containers must be returned to us in good condition, carriage paid, within 14 days of delivery of the goods; otherwise they must be paid for.

14. RETENTION OF TITLE

- 14.1 a) Notwithstanding that delivery of the goods has been effected, and solely for the purpose of securing payment of all outstanding invoices due to us by you in the event of your becoming insolvent, the goods sold pursuant to this contract shall remain our absolute property until we receive payment of all amounts invoiced by us to you and outstanding from time to time or until the goods are resold by you, whichever is the earlier.
- b) If you incorporate the goods in other products the absolute property in such products shall pass to us until payment as aforesaid or until such products are sold by you, whichever is the earlier, but all risks in such products shall be borne by you.
- c) You shall store the goods and such other products in such a way that they are readily identifiable as our property.
- d) In the event of your entering into liquidation, having a winding-up order made against you, suffering the appointment of a receiver to your assets, income or any parts thereof of otherwise being unable to pay your debts as they become due, we shall be entitled immediately after giving notice of our intention to repossess, to enter upon your premises and repossess any goods or products to which we have title hereunder.
- e) Nothing in this Condition shall confer any right upon you to return the goods or to refuse or delay payment therefore, unless otherwise agreed by us in writing.

14.2 Notwithstanding the foregoing, you shall be liable for any damage to the goods from the time of delivery and you shall insure the goods and any products manufactured from them against all relevant insurable risks from the time of delivery or manufacture, as the case may be.

15. **EXEMPTION**

Except as expressly provided in conditions 2 and 3 and subject to the provisions of Condition 4 hereof, we shall not be liable for any direct or indirect costs, damages or losses (including, but without being limited to the cost of repairing or replacing the goods and any loss of profits for whatever reason) or injury or damage to persons or property howsoever arising from the sale, use, installation or servicing of the goods or any defect therein, except in such cases of death or personal injury resulting from negligence where we are prevented by statute from excluding or restricting our liability.

16. **LAW & JURISDICTION**

English Law shall govern the construction, validity and performance of this contract and matters pertaining thereto in all respects. The English High Court of Justice shall have jurisdiction to entertain any action brought in connection with the contract or matters pertaining thereto and you shall accept service by pre- paid registered letter of any writ of summons in any such action at your principal place of business notwithstanding that it may be outside the jurisdiction of the English Courts.