



TERMS AND CONDITIONS OF SALE

Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Contract: the contract between the Company and the Customer for the sale and purchase of Goods and/or Services in accordance with these conditions.

Company: Electronic Technicians Limited (registered in England and Wales with company number 01575674).

Customer: the person or firm who purchases the Goods from the Company.

Delivery: delivery of the Goods to the Delivery Location in accordance with the delivery terms of the Order.

Delivery Location: the location as set out in the Order or such other location as the parties may agree from time to time.

Force Majeure Event: an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods and/or Services, whether submitted orally or in writing as the case may be.

Services: the services supplied by the Company to the Customer as set out in the Order

Basis of Contract

1. Goods and Services are supplied by the Company subject to these conditions, which shall govern the Contract to the exclusion of any other terms or conditions that the Customer seeks to impose or incorporate by trade, custom, practice or course of dealing.

2. A quotation for Goods and/or Services shall not constitute an offer by the Company and shall be valid for a period of 30 days from the date of issue.

3. Any quotations given by the Company to the Customer are on the basis that:

3.1. all information previously supplied by the Customer is accurate;

3.2. unless stated otherwise the price quoted does not include acceptance trials;

3.3. the price quoted for Goods is ex-works, and the Customer shall be liable to pay the Company all charges incurred for transport, packing and insurance (notwithstanding that such charges may not be set out in the quotation); and

3.4. the price quoted is exclusive of any applicable value added tax, which shall be added to each invoice raised by the Company at the rate applicable from time to time.

4. The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Company in accordance with these conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

5. The Order shall only be deemed accepted when the Order is confirmed in writing by the Company, at which point the Contract shall come into existence.

6. No Order accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and the Customer shall indemnify the Company against any loss, costs and expenses incurred by the Company as a result of such cancellation.

7. Any information, drawings or descriptive matter contained in catalogues, illustrations and other printed materials issued by the Company are approximate only. The Company reserves the right to determine the technical specification of Goods and/or Services required to fulfill the Order and to make any changes in such specifications which do not materially affect the quality or performance of the Goods and/or Services.

8. No amendment to these conditions will be accepted by the Company unless expressly agreed to in writing and silence on the part of the Company shall not constitute valid acceptance.

Customer's Obligations

9. The Customer shall at all times during the term of the Contract:

9.1. co-operate with the Company in all matters relating to the supply of Goods and/or Services;

9.2 provide the Company with such information and materials as the Company may reasonably require to supply the Goods and/or Services, and ensure that such information is accurate in all material respects;

9.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services to be provided by the Company in accordance with the Contract; and

9.4 keep and maintain all materials, equipment, documents and other property of the Company in safe custody at its own risk and keep the same in good condition until returned to the Company and not dispose of any materials, equipment, documents and other property of the Company

other than in accordance with the written instructions or authorisation of the Company.

Price and Payment

10. Orders will be invoiced at the price as confirmed to the Customer in accordance with the Company's quotation for Goods and/or Services in accordance with clause 2 above (plus value added tax and any charges for transport, packing and insurance as the case may be) or (in the absence of a valid quotation) in accordance with the Company's price list in force at the date of the Order

11. The Company reserves the right to and may increase the price of Goods and/or Services by giving written notice to the Customer at any time up to 3 days before Delivery or performance (as the case may be) in the event of-

11.1. any increase after the date of the quotation in the cost of materials, parts, labour or other manufacturing costs;

11.2. any request by the Customer to change the Order including but not limited to delivery date(s), quantities, types or specifications of Goods and/or Services ordered; or

11.3. delay or failure by the Customer to give adequate information or specification reasonably required by the Company to perform the Contract.

12. Unless otherwise stated and agreed in writing between the Company and the Customer, the Company shall issue invoices at intervals relevant to the Contract, such invoices to be paid by the Customer within 30 days of the date of invoice.

13. All payments to the Company from the Customer shall be made in English Pounds Sterling or as otherwise agreed between the Company and the Customer in writing.

14. If the Customer fails to make any payment to the Company on the due date for payment, the Customer shall pay interest on the overdue amount (both before and after judgement) at the rate of four per cent above the Bank of England's base rate from time to time. The Company shall also be entitled to recover from the Customer any costs incurred in relation to recovering late payment from the Customer.

15. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

Delivery

16. The Company will make Delivery to the Delivery Location and Delivery of the Goods shall be completed upon the Goods arrival at the Delivery Location. The Company and the Customer agree that the Company's proof of delivery shall constitute evidence that Delivery has taken place.

17. Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. The Company shall not be liable for any delay in Delivery that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate instructions for Delivery or any other instructions that are relevant to the supply of the Goods.

18. If the Customer fails to take or accept or by their own actions causes Delivery to be delayed then the Company shall store the Goods until Delivery can take place and the Company shall charge the Customer for all related costs and expenses (including insurance) in connection with such storage costs.

Title and Risk

19. The risk in the Goods shall pass to the Customer on Delivery.

20. Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:

20.1 the Goods; and

20.2 any other Goods or Services that the Company has supplied to the Customer in respect of which payment has become due.

21. Until title to the Goods has passed to the Customer, the Customer shall:

21.1 hold the Goods as the Company's fiduciary agent and bailee;

21.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

21.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price with a reputable insurer from the date of Delivery; and

21.4 give the Company such information relating to the Goods as the Company may require from time to time.

22. Subject to clause 20, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before title to the Goods has passed to the Company, the Customer shall account to the Company for any proceeds of sale thereof, including insurance proceeds, and keep all such proceeds separate from other monies.

Warranty and Exclusions

23. Subject to the Company having received payment in full from the Customer for the Goods and subject to clause 24 below, the Company



TERMS AND CONDITIONS OF SALE

warrants that on Delivery and for a period of 1 year from the date of Delivery, the Goods shall:

- 23.1. be free from material defects in design, materials and workmanship;
- 23.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 23.3. be fit for any purpose held out by the Company.
24. Subject to clause 23 above, provided that:
 - 24.1 the Customer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 23;
 - 24.2. the Company is given a reasonable opportunity to examine such Goods; and
 - 24.3. the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost;
24. the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full, provided that where any Goods or part of them are repaired or replaced under the warranty, the warranty period for such repaired or replaced Goods shall end on the expiry of the warranty period for the original Goods that have been repaired or replaced.
25. The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 23 in any of the following events:
 - 25.1. the Customer makes any further use of the Goods after giving notice in accordance with clause 24.1;
 - 25.2. the defect arises because the Customer failed to follow the Company's oral or written instructions as to storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 25.3. the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;
 - 25.4. the Customer alters or repairs the Goods without the written consent of the Company;
 - 25.5. the defect does not affect the fitness for the purpose held out by the Company, including but not limited to cosmetic damage to the Goods.
26. Except as expressly provided above, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 23.
27. Except as expressly set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
28. Where Goods include parts, materials or equipment not manufactured by the Company, the Company will, if it is permitted to do so, use its reasonable endeavours to pass on to the Customer any manufacturer or supplier warranty that may apply to Goods supplied by the Company to the Customer.
29. The warranty set out in clause 23 is not assignable unless the Company expressly agrees otherwise in writing.

Supply of Services

30. The Company shall provide the Services to the Customer in accordance with the Order and the Contract.
31. The Company shall use all reasonable endeavours to meet any performance dates for performance of the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
32. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
33. The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

Termination of Contract

34. Without prejudice to any other rights or remedies which it may have, the Company may, at its option, suspend or terminate the Contract immediately by written notice to the Customer without liability if:
 - 34.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than fourteen days after being notified in writing to make such payment;
 - 34.2 the Customer commits a material breach of the Contract which is incapable of remedy;
 - 34.3 the Customer commits a material breach of any of the terms of the Contract and fails to remedy that breach (if such breach is remediable) within 28 days of the Company notifying the Customer in writing of the breach; or
 - 34.4 the Customer has a receiver, liquidator or administrator appointed, makes any voluntary arrangement with its creditors, becomes subject to an administration order, bankruptcy proceedings, goes into liquidation or passes a resolution for or is the subject of a winding up order (otherwise than for the purpose of amalgamation or reconstruction), or if any encumbrancer takes possession, or if a receiver is appointed, of any of the property or assets of the Customer, or if the Customer takes or suffers any similar action in consequence of a debt, or if the Customer ceases or threatens to cease, to carry on business the Company

35. On termination or suspension of the Contract for any reason whatsoever:
 - 35.1. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately upon receipt by the Customer;
 - 35.2. the Customer shall within fourteen (14) days of such termination return to the Company any property belonging to the Company, together with any Goods which have not been fully paid for.

Limitation of Liability

36. Nothing in these Conditions shall limit or exclude the Company's liability for:
 - 36.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 36.2. fraud or fraudulent misrepresentation;
 - 36.3. breach of the terms implied by the Sale of Goods Act 1979;
 - 36.4. defective products under the Consumer Protection Act 1987; or
 - 36.5. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
37. Subject to clause 36:
 - 37.1. the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 37.2. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods and/or Services provided by the Company to the Customer under the Order.
- 38 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

Intellectual Property Rights

39. All intellectual property rights in or arising out of or in connection with the Goods and/or Services, including but not limited to concepts, designs, models, samples, logos and/or products shall belong to the Company.
40. The Customer shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with (a) any claim brought against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture of Goods by the Company following any drawing, design or specification supplied by the Customer.

Export Terms

41. Where Goods are supplied by the Company to the Customer for export from the United Kingdom, unless otherwise agreed between the Company and the Customer in writing, the following provisions shall apply, notwithstanding any other provisions of these conditions:
 - 41.1. the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods to the country of destination and for payment of any duties thereon;
 - 41.2. unless otherwise agreed between the Company and the Customer in writing, the Delivery Location shall be the Company's premises from time to time and Delivery of the Goods shall take place as soon as they are collected by the Customer's courier from the Customer's premises. For the avoidance of doubt, the risk in Goods which are supplied by the Company to the Customer for export from the United Kingdom shall pass to the Customer upon collection by the Customer's courier from the Company's premises;
 - 41.3. the Company shall not be liable to the Customer for any claim in respect of any defect or damage to the Goods following Delivery has taken place in accordance with clause 41.2 above;
 - 41.4. unless otherwise agreed between the Company and the Customer in writing, the payment terms for Goods supplied by the Company to the Customer for export shall be the same as those terms contained at clauses 10 to 15 of these terms.
 - 41.5. packing is not returnable and no refund or credit will be provided by the Company in respect of any packing invoiced to the Customer.

Force Majeure

42. The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
43. If the Force Majeure Event prevents the Company from providing any of the Goods and/or Services for more than 12 weeks, the Company shall,



TERMS AND CONDITIONS OF SALE

without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

General

44. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

45. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

46. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 46, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.

47. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 46; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

48. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 48 shall not affect the validity and enforceability of the rest of the Contract.

49. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy.

50. The contract shall be governed by the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have [non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).