

TERMS AND CONDITIONS OF SALE

1. GENERAL

All goods are supplied by us subject to these conditions, which supersede any earlier set of conditions appearing in our catalogues or elsewhere and which shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations.

2. PRICES

Any quotation is offered subject to prior sale and shall be calculated against full quantities and / or as a package. Subject to this all orders are accepted for execution at prices current at the date of dispatch. Prices are quoted ex-works and are subject to change or withdrawal without notice. Packing, delivery and insurance are charged extra. No discounts shall apply unless previously agreed by us in writing.

3. PAYMENT

Terms of payment are strictly cash with order unless a credit account has been established with us. Where a credit account has been established with us, payment must be made for each instalment of goods delivered in accordance with the payment terms stated on the respective invoice (whether goods delivered are the whole or only part of the goods ordered). We reserve the right at our complete discretion to refuse to establish a credit account for any Buyer, to refuse credit to any Buyer notwithstanding that a credit account may already have been established and to withdraw established credit account facilities. Without prejudice to our other rights, interest, at two percent per calendar month (running from day to day) shall be payable on any payment which is more than 30 days overdue until actual payment. Notwithstanding any statement to the contrary by the Buyer, we shall be entitled in our absolute discretion to appropriate any payment received by us from the Buyer to or towards any indebtedness of the buyer with us, whether under this or any other contract.

4. RE-SCHEDULING OF ORDERS

Where an order includes a delivery date or dates, these may be re-scheduled only with our specific written agreement, and in any event we will require not less than three months' prior written notice of any required re-scheduling. Any stockholding costs incurred as a result of any re-scheduling will be payable to us by the Buyer.

5. CANCELLATION

In the event of the cancellation of any order we reserve the right without prejudice to charge up to 100% of the order value of the items cancelled.

6. DELIVERY

Any time or date quoted by us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time for delivery, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. We reserve the right to deliver by instalments' against any order. Non-delivery must be reported immediately in writing to us within 3 days of the date of dispatch. Where we tender delivery in accordance with the contract and the Buyer either refuses to accept delivery at that time or subsequently returns the goods without good cause, he shall be deemed to be in breach of the contract and we shall be entitled to treat the order or any relevant part of it as cancelled by the Buyer (without prejudice to any other rights we may have). All product collected by the customers designated carrier shall be deemed to have been delivered to the customer and to be the liability of the customer at the point of collection.

7. INSPECTION

When the goods are delivered to the Buyer, he shall inspect them immediately on arrival and shall within 3 days of such inspection give written notice to us of any matter of thing by reason of which he may allege that the goods are not in accordance with the contract. If the Buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for them accordingly.

8. OWNERSHIP

Until the Buyer makes payment in full for the goods he shall at all times keep them in his possession and control and shall not remove them without our consent and will not sell or otherwise dispose of or deal with the goods. Legal and equitable ownership of the goods shall remain with us, notwithstanding delivery thereof to the Buyer, until such time as the full price thereof (and any other monies payable hereunder) has been paid by the Buyer to us. Until such time, the Buyer shall have possession of the goods as Bailee. We will permit the Buyer to sell the goods on in the ordinary

course of his business (either separately or as part of constructed products), but in that event the proceeds of sale thereof will be held by the Buyer as our Trustee to the extent of the Buyer's indebtedness to us. Pending any such sale, the Buyer will be obliged to keep the goods separate from his own goods until the property therein passes to the Buyer or until the same are sold on to a third party.

9. PASSING OF RISK

Notwithstanding that ownership of the same may remain with us, as from the time of the delivery of the goods to the Buyer.

10. MARKS AND NUMBERS

The Buyer shall not remove or otherwise interfere with the marks or numbers on any goods supplied by us.

11. DEFAULT

If the Buyer makes default in any payment on the due date or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a Company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights we may have):-

(i) we shall be entitled to repossess and re-sell goods delivered to the Buyer and not paid for in full and for that purpose to enter upon the property in which they are situated.

(ii) we shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer whether they are the balance of any order or the whole part of a further order.

(iii) the Buyer shall in any event be liable to make good to us our loss or profit on all such goods and all costs and expenses of repossession, storage, insurance and sale and to pay to us interest as provided above until actual payment.

12. DEFECTIVE GOODS

(a) If any goods are or become faulty or defective by reason only of defective materials or faulty workmanship we will (at our Option) either refund the price of the goods or replace or repair such goods provided (1) the Buyer has notified us in writing with full particularity and where possible independent test evidence within 30 days of delivery and (2) the Buyer has returned the faulty or defective goods to us within 90 days of delivery. (b) The liability above is to the full extent the law allows in place of any other conditions or warranties whether express or implied as to the quality and fitness for purpose of the goods and

(c) Save as provided above and in Clause 18 we shall have no liability to the Buyer or any third party in respect of faulty or defective goods. (d) All products are subject to their manufacturers warranty save where you have been notified to the contrary and should be subject to a batch check before use or installation onto equipment.

13. USE OF GOODS

The Buyer acknowledges that we act solely as a distributor of electronic products and that the Buyer is exclusively responsible for detailing the specification of all goods ordered from us, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly (and without limiting the generality of the previous condition) we have no liability arising out of any advice given by us to the Buyer relating to its requirements in respect of any goods.

14. INTELLECTUAL PROPERTY

(a) the Buyer will indemnify us against all liabilities for infringement of third party intellectual property rights arising from our compliance with the Buyer's specific requirements regarding design or specification for the goods or arising from the use of the goods in combination with other products.

(b) except as aforesaid, we agree to defend any action or proceedings brought against the Buyer insofar as the same are based on a claim that any goods supplied hereunder infringe an United Kingdom intellectual property rights, provided we are notified immediately and in writing of such claim and are given all such authority, information and assistance as is necessary for proper defence of the same. Furthermore, we will indemnify the Buyer against all damage and costs awarded against the Buyer in respect of any such claim provided that the same does not arise solely by reason of the use of the goods in conjunction with other products or elements. In the event that all the goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any United Kingdom intellectual property rights and the use is thereby prevented, we will at our own expense and at our option either procure for the Buyer the right to continue using the goods, or replace the same with a non-infringing product, or modify the goods so that they become non-infringing, or retake possession of the goods and refund the purchase

price therefore. Subject to the foregoing, we shall be under no liability to the Buyer for any loss, damage or injury, whether direct or indirect, resulting from any intellectual property right infringement by the goods.

15. LIEN

In the event of the Buyer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in our possession (although the same or some of them have been paid for) for any money due in respect of such goods or in respect of any general or particular balance or other money due from the Buyer to us, whether under the same or any other order.

16. LIABILITY

(a) Subject to Paragraph d of this Condition, we shall not be liable to the Buyer for any indirect or consequential loss or damage of any kind whatsoever however arising.

(b) In any event subject to Paragraph d of this Condition our total liability shall not exceed the contract price as stated in our invoice.

(c) Irrespective of any claim against us all sums due to us from the Buyer will remain due and owing and the Buyer shall have no right of set off against sums due to us.

(d) Paragraphs a to c inclusive of this Condition shall not apply to loss or damage arising out of or in connection with death or personal injury or loss or damage for which liability cannot be limited or excluded by law; or

(e) This Condition shall survive the Contract.

17. FORCE MAJEURE

We shall be relieved of all liability for obligations incurred to the Buyer whenever, and to the extent of which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.

18. LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English law, and the English courts shall have jurisdiction in relation thereto.