



## TERMS AND CONDITIONS OF SALE

1. **Application:** These Terms & Conditions of Sale and the attached exhibits shall constitute the entire understanding between the parties relating to the products and services to be purchased hereunder and shall supercede any previous communication, representation or agreements by either party whether oral or written. Buyer's additional or different terms and conditions shall not apply. Acceptance of deliveries hereunder shall constitute acceptance by Buyer of these Terms & Conditions of Sale. No change of any of the terms and conditions herein shall be valid unless agreed in writing by the seller.
2. **Prices:** Orders are subject to prices ruling on the date the order is despatched or in the case of services commenced, and may be subject to amendment on or after acceptance of an order without notice unless otherwise agreed in writing by the Seller. All prices exclude VAT, duty and/or delivery. Such charges, where applicable, will appear as separate items on the invoice and shall be paid by the Buyer.
3. **Delivery:** Delivery of any such products purchased shall be subject to Seller's availability schedule. Seller shall make every reasonable effort to meet any delivery date(s) quoted or acknowledged but shall not be liable for failure to meet such date(s).
4. **Delays in Performance:** Seller shall not be liable whatsoever for delays in performance or non-performance due to unforeseen circumstances or due to causes beyond its control. In the event of non-conformance due to causes beyond the Seller's control continuing for more than six(6) months, either party may terminate the agreement as to products not yet delivered.
5. **Payment:** Unless otherwise agreed in writing by the Seller, Buyer shall pay all invoices within fourteen(14) days from the date of invoice. Seller shall have the right to change the payment terms provided herein at any time, if in Seller's opinion Buyer's financial condition or previous payment record so warrants. Should any sum due to the Seller remain unpaid after ten(10) days from the date of written notice to the Buyer, Seller shall not be obliged to continue performance under any agreement with the Buyer. Seller shall be entitled to interest on any amount overdue at the rate of 3% per annum above HSBC base rate ruling from time to time, calculated from date due, and to recover its expenses including legal fees and costs of collection.
6. **Prompt Payment Discounts:** In the event there is a discount for payment within a certain number of days, the period of days shall commence upon the date of the invoice. The said discount will only apply if payment is received within the period.
7. **Cancellation of Orders:** Cancellation of an order, in whole or in part, cannot be accepted without the Seller's consent in writing.
8. **Risk of Loss:** Risk of loss and damage shall pass from Seller to Buyer upon delivery of the products to the Buyer. Products shall be deemed to have been delivered to Buyer complete and undamaged if no claim is received by Seller within seven(7) days after date of invoice.
9. **Retention of Title:** The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the intending Buyer shall have paid the Seller the agreed price. The Seller's may for the purpose of recovery of its goods enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same. Until such a time as the intending Buyer becomes the owner of the goods. Buyer shall store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Seller.
10. **Copyrighted Materials:** All descriptions, illustrations, drawings, catalogues and other particular supplied by the Seller are copyright and may not be copied, lent or reproduced in any form, or used for any purpose other than that for which they were supplied, without the express written authority of the Seller.
11. **Insolvency:** In the event of either party suffering bankruptcy, insolvency or the appointment of a receiver or assignee for the benefit of creditors or winding up proceedings, the other party shall have the right to terminate this agreement, and in any such event or in the event that payment is in arrears in whole or part, Buyer's right to the possession of products not then paid for in full shall cease and Seller may recover or resell any of its products. Buyer expressly agrees that Seller may for the purpose of recovery of its products enter the Buyer's premises in order to repossess the same.
12. **Warranty:** Seller warrants its hardware products against defects in materials, workmanship and design for a period of twelve(12) months. If Seller receives notice of such defects during the warranty period, Seller shall at its option either repair or replace hardware products which prove to be defective. Seller warrants that its software and firmware products designated by Seller for use with a hardware product, when properly installed on that hardware product, will not fail to execute their programming instructions due to defects in materials and workmanship for a period of three(3) months. If seller receives notice of such defects during the warranty period, Seller shall at its option replace software media and firmware, which do not execute their programming instruction due to such defects. If Seller is unable within a reasonable time to repair or replace any product to a condition as warranted, Buyer shall be entitled to a refund of the purchase price upon return of the product to Seller.
  - a) **Limitation of Warranty:** The foregoing warranty shall not apply to defect resulting from:
    - 1) Improper or inadequate maintenance by Buyer
    - 2) Buyer-supplied software or interfacing.
    - 3) Unauthorised modification or misuse.
    - 4) Operation outside of the environment specifications for the product or
    - 5) Improper preparation and maintenance of site.
  - b) **Transportation Charges, etc:** Buyer shall prepay transportation charges (and shall pay all duties and taxes) for products returned to Seller for warranty service. Except for products returned to Buyer from another country, Seller shall pay for return of products to Buyer.
  - c) **Seller's Liability:** Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the products.
13. **Technical Changes:** Seller shall have the right to make changes in design or specifications of the products mentioned herein at any time provided that no such change shall adversely affect the performance of the said products.
14. **Miscellaneous:**
  - a) Any required notices shall be given in writing at the address of each party set forth in the attachments hereto or to such other address as either party may substitute by written notice to the other
  - b) Neither party may assign or transfer any of the rights duties or obligations herein without the prior written consent of the other. Any purported assignment or transfer shall be null and void.
  - c) Sellers failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
  - d) The agreement shall be in all respects governed by and construed in accordance with the laws of England. The Courts of Justice in England shall have jurisdiction in all matters pertaining to or arising out of the agreement.