

CONDITIONS OF SALE

1. Quotation

Any quotation shall be valid for Thirty days only from the date thereof unless the term is specifically extended by the Company in writing.

2. Conclusion of Contract

- a) No order shall be binding upon the Company unless accepted in writing on the Company's printed acknowledgement of order form.
- b) These conditions are subject to any special conditions and stipulations set out by the Company in contract documents namely the quotation and acceptance of order.
- c) Any previous communications not specifically mentioned in the said contract documents shall be deemed to be cancelled and shall not be incorporated in the contract.
- d) Where there is any conflict between these Conditions and a Customer's Conditions of purchase these Conditions shall prevail.

3. Variations

- a) These Conditions shall not be varied except in writing signed on behalf of the Company.
- b) Acceptance by the Company of variations proposed by the Customer may be subject to revision in the Contract value and delivery forecast.

4. Specifications and Performance

All prices quoted are for the supply and/or installation of equipment, materials or services in accordance with the Company's specifications at the time of order except where otherwise stated in writing.

5. Delivery

Acceptance of tenders must be accompanied by all the information necessary for services to be proceeded with when necessary otherwise the Company reserves the right to amend quoted prices to cover any extra costs involved. Prices may be increased in event of work being delayed through absence of Customer's instructions.

6. Delay

The company shall not be under any liability in respect of delay in delivery or completion of the work arising from industrial disputes or causes outside its control and may claim extension of time for such delay. Liability for proven loss due delay arising from other cause shall not extend to consequential loss and in any event shall be limited to the amount on the contract price of the delayed service.

7. Cancellation

The Company reserves the right to charge a cancellation fee of up to 30% of the contract value if the customer cancels an agreed test programme at short notice and it has been impossible to resell the released time.

8. Storage

If the goods are not collected or if forwarding instructions sufficient to enable the goods to be delivered or despatched are not received within 3 days after the date of notification that they are ready for collection, delivery or despatch the Company reserves the right to make a charge for the storage of such goods. The goods shall be invoiced on the day they are put in the store and are subject to the terms of payment in Clause 11.

9. Carriage

Carriage will be payable by the Customer unless alternative arrangements are agreed at the time of placing the contract.

10. Damage or Loss

Where forwarding instructions have been issued then the Company will pack the goods but no responsibility is accepted for loss or in Transit damage in transit.

11. Payment

The Customer shall make full payment to the Company of the Contract price for the supply of goods and/or services or the appropriate parts thereof where supply and/or services is payable by instalments by the last day of the month following the date of invoice unless otherwise stated in the Contract documents.

12. Property & Risks

Title shall pass to the Customer when goods have been paid for. Risks in the goods shall pass to the Customer when the goods are delivered as required by the Contract.

13. Insurance

Any property issued to the Company for testing under the Contract or for incorporation in the goods to be supplied by the Company under Contract shall be at the Customer's risk at all times unless otherwise agreed in the Contract documents.

14. Consequential Damage

The Company shall in no circumstances be liable for consequential damages.

15. Health & Safety

- a) The products supplied by the Company have been designed manufactured and tested to ensure as far as is reasonably practicable they are safe and represent no risk to health when in normal use.
- b) The Customer warrants that the goods sent for testing are not in a dangerous condition such as to cause a breach of the Health and Safety at Work Act and that any of his representatives who attend the test have sufficient experience to avoid such a breach.

16. Copyright & Confidentiality

The Copyright in all the Company documents furnished to the Customer for the purpose of this Contract shall at all times remain vested in the Company. Such documents and their contents may not be used without the company's express written consent for any purpose other than that which they were furnished. Customers may produce additional copies of test reports if required provided such copies are complete and include all pages of the original report.

17. Determination

If the Customer shall break any provision of this or any other Contract with the Company, or suffer distress or execution or commit an act of bankruptcy or name arrangements with creditors or go into liquidation (except for amalgamation or reconstruction), or have a receiver appointed, the Company may (without prejudice to any other claim or remedy) suspend performance of or determine this or any other such contract by written notice and shall be entitled to payment for the goods already delivered, work in progress and tooling costs under the Contract in question rate or (if none) at the charge out rate applicable to the quotation on which the Contract is based.

18. Consents

The customer shall obtain such governmental and other consents (other than United Kingdom governmental consents) as any be necessary to enable the Company to perform the Contract. The Company shall not be obliged to commence performance of the Contract until it has obtained the necessary consent from the United kingdom Government and the Customer has obtained all other necessary authorisations and given the Company particular thereof.

19. Taxes & Duties

The quoted price/s are exclusive of taxes duties and charges of any kind in the country of destination. Such duties, taxes and charges are payable by the Customer.

20. Law

The Contract shall be governed by English Law.

21. Arbitration

All disputes arising between the Company and the Customer shall be finally settled under Rule of Conciliation and Arbitration of the International Chamber of Commerce London by one or more arbitrators appointed in accordance with the rules.