

TERMS OF BUSINESS

1. GENERAL

- 1.1 All quotations given and all orders accepted by us for the sale to you of products or services are subject to these Terms.
- 1.2 These Terms constitute the entirety of our agreement relating to the sale of the relevant products and (except to the extent repeated in these Terms) supersede and extinguish any prior agreement, understanding or representation (excluding a fraudulent representation), any terms set out in our brochures, catalogues, price lists or elsewhere, any terms stipulated or referred to by you and any course of dealing established between us.
- 1.3 We reserve the right to decline to accept orders and to make changes to the specification of any products in order for them to conform with any applicable legal requirements or (where the products are to be supplied to our specification) which do not materially affect their quality or performance.
- 1.4 Quotations are subject to withdrawal at any time before receipt and acceptance of your order and are deemed withdrawn unless your order is accepted within 30 days from the date of quotation. We may correct any clerical errors made in quotations given to you.
- 1.5 Save only where otherwise expressly provided for in these Terms, orders may not be cancelled.

2. PRICE AND PAYMENT

- 2.1 The price and delivery charge will be as advised to you at or before the time when you place your order (whether verbally or in writing) and in each case are exclusive of VAT (and which will be added to the sums in question).
- 2.2 Account Terms of payment our shown on every different invoice and must be paid from date of invoice including terms, if this is not met the clause 2.5 will take place.
- 2.3 Customers without account will be asked to pay up front before production will commence.
- 2.4 We may issue our invoice for the price and delivery charge at any time after the products are ready to leave our works. Save where otherwise agreed in writing with you, our invoices are payable in full by the terms added to date on invoice. However and notwithstanding this, if you fail to pay when due any other invoice issued by us then each of our invoices will automatically become overdue for payment. In the event that you fail to pay when due any of our invoices, we first will cease to be bound to give up possession of the products if still in our possession and secondly (without incurring any liability therefore) may suspend performance of any other of our then outstanding obligations to you in respect of the order or any other outstanding orders, in each case until we have received payment in full of first the outstanding invoice and secondly any other invoices issued to you where payment has yet to be made in full (regardless of whether any of those invoices are overdue for payment).
- 2.5 Payment shall be made in pounds sterling and shall not be treated as having been made unless by cash or debit or credit card or until any cheque, bill of exchange or other instrument of payment has been met on presentation or otherwise honoured in accordance with its terms. We may sue at any time after an invoice has become overdue. Payments shall be applied to invoices in the order in which they were issued and to products in the order in which they are listed in the appropriate invoice

3. DELIVERY

- 3.1 Any date given for delivery is an estimate only and time shall not be of the essence. In no circumstances will we be liable to compensate you in damages or otherwise for non- or late delivery of the products or any of them for whatever reason or in each case for any loss mentioned in clause 6.3 below.
- 3.2 Should we be prevented from or hindered in delivering any products by reason of explosion, fire, flood, strike, lock-out, shortage of materials or labour, power failure, breakdown in machinery, adverse weather, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or import or export regulations or embargoes, failure to obtain import or export licences, any failure on your part to supply us with any required drawing, design or specification or any other cause beyond our control the time for delivery shall be extended by a period equal to that during which the cause preventing or hindering the same exists.
- 3.3 You must inspect the products on taking delivery of them and / or in the case of services once they have been installed. You will then be asked to sign to confirm that the products are those which you have ordered and that they are free from any defect apparent on reasonable examination. If you do so confirm, the products will be conclusively presumed to be so.
- 3.4 Where products are not those which you have ordered or have been lost or damaged in transit, we will supply respectively the correct products and replacement products, in each case on return of the relevant products and as soon as reasonably practicable thereafter. Subject to us doing so, you will have no further right or remedy against us in that regard.
- 3.5 In relation to our installation of services at your premises:
- 3.5.1 You will procure that we have suitable access to and possession of the relevant parts of your premises and the use at your expense of such supplies of electricity and other facilities as we may require;
- 3.5.2 You agree to indemnify and keep us fully and effectively indemnified against all claims, proceedings, damages, losses, costs and expenses whatsoever which may arise directly or indirectly out of or in consequence of installation (otherwise than in consequence of any act or default on the part of us or any of our employees or sub-contractors).
- 3.6 If, as a result of first any information supplied by you in the site survey form being incorrect or incomplete or secondly any other physical features of the premises where the hardware is to be installed or thirdly any failure on your part to supply when required any agreed equipment, manpower or other assistance for the purpose of delivery or installation, we incur any additional costs (including without limitation wages for additional time spent, the cost of equipment and driver hire, additional travel time and accommodation costs) then we may add those costs to our invoice.
- 3.7 During the remainder of the day on which installation of the hardware is completed we will be available to provide training in its use to such reasonable number of your employees as you may require.

4. RISK AND TITLE

- 4.1 Risk of loss of or damage to the products passes to you (where we deliver) when the products are offloaded from our vehicle and (where our carrier delivers) when the products are loaded onto their vehicle.
- 4.2 Until payment in full has been received by us for the price and delivery charge of the products and of all other products supplied by us to you (and in ascertaining whether we have received payment we may appropriate any payments received towards payment for other products supplied by us), we remain the sole and absolute legal and beneficial owner of the products and you hold the products in law and in equity as agent and bailee for us.
- 4.3 Without prejudice to any other right or remedy we may have (including without limitation pursuant, if you or any other company in your group defaults in the payment when due of any invoice issued by us, then we shall be entitled to the immediate return of the products and all other products supplied to you, in each case where the property to those products has not passed to you and you authorise us, our employees and our agents to recover all such products and to enter your works for that purpose, notwithstanding that damage may be caused in so doing to your works or the fixtures, fittings or decorations therein and to remove those products. Demand for or recovery of those products shall not however discharge either your liability to pay for them or our right to sue for non-payment.
- 4.4 Nothing in this clause 4 gives you the right to return any products or to be released from any of your obligations under these Terms and we may sue you for non-payment, notwithstanding that property in any products has not passed to you

5. WARRANTIES

- 5.1 We warrant to you that products manufactured by us will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and will comply with any applicable drawing, design or specification ("the Warranty"). In addition, we shall (subject to receipt of your request for this) use all reasonable endeavours to procure for you the benefit of such warranties and other rights as are conferred on us in relation to defects in products as are not of our manufacture by the terms of our agreement with the suppliers of those products. The hardware shall have the benefit of the relevant manufacturer's warranty (if any).
- 5.2 Subject to you giving written notice to us as soon as reasonably practicable after becoming aware of a breach of the Warranty, we will remedy any breach by replacing at our cost the defective product or (at our option) by issuing to you a credit equal to the price of that product. Subject to our doing so, we shall have no further liability to you in relation to the breach. For the avoidance of doubt, defective products so replaced or the subject of such a credit shall remain or become our property and you agree to make them available for collection by us on the day and at the time advised to you. We warrant that we will exercise all reasonable care and skill in relation to installation of the hardware and our provision of training and (subject to you supplying when required any agreed equipment, manpower or other assistance for the purpose of delivery or installation) installation will be carried out within a reasonable time.
- 5.3 SUBJECT TO THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, REPRESENTATIONS, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHETHER AS TO FITNESS FOR PURPOSE, BEING OF SATISFACTORY QUALITY, DESCRIPTION OR OTHERWISE HOWSOEVER IN RESPECT OF THE PRODUCTS ARE HEREBY EXCLUDED.
- 5.4 Under no circumstances are you entitled to reject any products on the basis of any defect or failure which is so slight that it would be unreasonable for you to reject them.

6. LIMITATION OF LIABILITY

- 6.1 The following provisions set out our entire liability (including liability for the acts and omissions of our employees, agents and sub-contractors) to you in respect of any breach of the Warranty or our other obligations or any representation (unless fraudulent), statement, act or omission (including without limitation negligence) on our part, in each case under or in connection with an order (together an "Event of Default") AND YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 6.
- 6.2 Our liability to you for death or personal injury resulting from our or our employees', agents' or sub-contractors' negligence shall not be limited. Subject to this, our entire liability in respect of all other Events of Default shall be limited to the price of the products which are the subject of those Events of Default.
- 6.3 Subject to the first sentence of clause 6.2 above, we are not liable to you in respect of any Event of Default for loss of profits, goodwill or any type of special, indirect or consequential loss (including without limitation loss or damage suffered by you as a result of an action brought by a third party), even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the same.
- 6.4 If a number of Events of Default gives rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the order. In addition, nothing in this clause 6 confers any right or remedy on you to which you would not otherwise be legally entitled.

7. MISCELLANEOUS

- 7.1 Where products are manufactured according to drawings, designs or specifications supplied by you, then you represent and warrant that those products as so manufactured do not infringe the intellectual property rights of any other person or legal entity so as to prevent or restrict the sale or use of those products in any part of the world.
- 7.2 In these Terms references to any statute or statutory provision shall include references to any orders or regulations made thereunder and to the same as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- 7.3 We may assign (either at law or in equity) any of our rights or benefits under an order. Save as aforesaid, each order and all rights and benefits under it are personal to us and you and may not be assigned at law or in equity and we and you do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 7.4 There shall be no waiver of any term by us unless such waiver is evidenced in writing and signed. No variation of these Terms shall be effective unless made in writing and signed by us and you.
- 7.5 If at any time any one or more of the provisions of these Terms is or becomes invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 7.6 Save as required by law all payments to be made by you to us under an order shall be made in full without any set-off, deduction or any counterclaim or claim to a lien in respect of such payments.
- 7.7 These Terms shall be governed by and construed in accordance with English Law to whose non-exclusive jurisdiction we and you hereby submit.
- 7.8 Notwithstanding any other provision hereof, nothing contained in these Terms shall or shall be deemed either to affect the statutory rights of a consumer pursuant to a consumer transaction (all as defined in the Consumer Transactions (Restrictions on Statements) Order 1976 as amended) or exclude or restrict any liability which we may have by virtue of the Consumer Protection Act 1987.