

NORTONICS LIMITED

TERMS AND CONDITIONS OF SALE

1. Applicability of Conditions

- (a) Notwithstanding any prior arrangement or discussion no contract for the sale of the goods specified overleaf ("the goods") shall be concluded until Nortronics Limited ("Nortronics") either issues a written confirmation of the Buyer's order for such goods, or despatches the goods, whichever occurs first.
- (b) These conditions shall govern the supply of goods to the Buyer by Nortronics to the exclusion of any other terms, even if contained in any of the Buyer's documents, which purport to provide that the Buyer's own terms shall prevail. No modification of these terms shall be valid unless agreed in writing by Nortronics.

2. Duration of Quotations

- Every quotation shall be deemed to have been withdrawn if not followed by an order from the Buyer within 90 days of the date of the quotation.

3. Protective Devices/Supplementary Material

- (a) Protective devices and other materials and accessories relating to the goods will only be supplied by Nortronics, if requested by the Buyer, and agreed in detail.
- (b) Drawings, models, tools, weights and designs and illustrations and other accessory data supplied by Nortronics in connection with the goods shall remain Nortonic's property; the Buyer will take all reasonable care of the same and ensure they are not copied or handed or shown to third parties.

4. Prices and Delivery

- (a) Unless stated otherwise, all prices are quoted ex warehouse and exclusive of the cost of packaging, which will be charged separately to the Buyer.
- (b) If Nortronics undertakes to provide or arrange carriage from its warehouse to a place specified by the Buyer such carriage shall be charged in addition to the price. (c) The price charged to the Buyer will be that ruling on the date of despatch and will be subject to Value Added Tax and any other government tax or duty which is applicable.
- (d) If and where prices are quoted or goods sold "FOB", "C & F", "CIF", "CIF" duty paid" or "Free Delivered" for ultimate delivery outside the United Kingdom any increase in insurance, packing or freight costs, import duty, internal taxes or any other charges incidental to the delivery of the goods and taking effect between the date the Buyer's order is accepted and the date or dates of delivery, together with all costs of any trans-shipment and/or deviation of voyage, shall be paid for by the Buyer.

5. Payment

- (a) Payment of the price and any delivery charges shall be made in sterling, without any deduction or deferment on account of any dispute or cross-claim whatsoever, not later than 30 days from the date of invoice. The date of payment shall be of the essence of the contract.
- (b) Without prejudice to its other rights and remedies, Nortronics shall be entitled to charge interest at a rate of (1%) per month on invoices not paid within 30 days from the date of invoice.

6. Title

- (a) The property in the goods shall not pass to the Buyer until the whole of the price has been paid, and until payment the Buyer shall hold the goods as bailee for Nortronics (returning the same to Nortronics on request).
- (b) The whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms. Nortronics may sue for the whole of the price at any time after it has become payable.
- (c) Payments shall be applied to invoices in the order in which they were issued and to goods in the order in which they are listed in invoices.
- (d) In the event of any sale or other disposition of the goods by the Buyer the Buyer shall hold on trust for Nortronics the whole of the proceeds of sale.
- (e) The Buyer shall not pledge the goods or documents of title thereto or allow any lien to arise thereon, or deal with the goods other than in the ordinary course of the Buyer's business.
- (f) If the Buyer defaults in the punctual payment of any sum owing to Nortronics then Nortronics shall be entitled to the immediate return to all goods in which property has not passed to the Buyer, and the Buyer hereby authorises Nortronics to recover the goods and to enter any premises of the Buyer for that purpose. Recovery of the goods by Nortronics shall not of itself discharge the Buyer's liability to pay the whole of the price for the goods.

7. Force Majeure

- Should Nortronics be delayed in or prevented from making delivery of the goods owing to any cause whatsoever beyond Nortonic's control, Nortronics shall be at liberty to cancel or postpone delivery without incurring any liability for any loss or damage resulting therefrom.

8. Delivery, Dates and Risk

- Any periods or times quoted for delivery of the goods are estimates only, and Nortronics accepts no responsibility for loss or damage resulting from delay in delivery of the goods or completion of work. Delay through circumstances outside the control of Nortronics shall not entitle the Buyer to cancel any order or to refuse to accept delivery and extra costs or expenses arising from delays caused by the Buyer's instructions (or failure to give any instructions required) shall be added to the contract price.
- (b) Delivery shall be deemed to take place when the goods are loaded onto the carrier's vehicle at Nortronics premises.
- (c) Nortronics does not accept any responsibility for goods damaged in transit to the place specified by the Buyer unless Nortronics has agreed in writing to insure the goods in transit and unless such damage is reported by notice in writing to the carriers and to Nortronics within three days of receipt of the goods by the Buyer.
- (d) The risk in the goods for all purposes shall pass to the Buyer on delivery.

9. Guarantee

- (a) Subject to the provisions of paragraphs (b) and (h) below Nortronics hereby warrants the goods against defective performance caused by faulty materials and/or workmanship for a period ("the warranty period") of 12 months from the date of delivery. If replacement goods are delivered to the Buyer in substitution for original goods, the performance of those replacement goods will be warranted as aforesaid only for the residue of the period of 12 months from the date of delivery of the original goods.
- (b) Save as expressly stated in these terms and save in respect of Section 12 of the sale of Goods Act 1979 (and without prejudice to the statutory rights under sections 13 and 14 of the said Act of a person dealing as a consumer with Nortronics) Nortonic's liability under any condition or warranty, statutory or otherwise, express or implied, is excluded.
- (c) Save insofar as the liability is in respect of death or personal injury resulting from Nortonic's negligence all liability in Nortronics for any loss or damage whatsoever (whether direct or indirect or consequential and howsoever arising) is limited in the manner provided by paragraph below.
- (d) Save as provided in paragraph (c) the liability of Nortronics which arises out of any defect in the goods in the warranty period shall be limited to the purchase price of the goods affected. In no circumstances shall Nortronics be liable for any loss of profit, cost of overheads or loss resulting from shut-down of plant or other form of consequential or other loss or damage.
- (e) Notwithstanding paragraph (d) if the Buyer complies with the procedures set out in paragraph
- (g) below Nortronics shall, upon satisfying itself that the defect arising in the Warranty Period arose solely from faulty material or workmanship, make good such defect in a reasonable manner.

(f) Nortonic's liability hereunder:-

- (i) shall not apply to expendable parts (which include, but are not limited to, floppy discs and the information recorded thereon, lamps and fuses);
- (ii) shall cease forthwith if goods are dismantled further than is required for normal day-to-day maintenance as described in any instruction manual;
- (iii) shall not apply if goods are used on an incorrect voltage or contrary to the instructions in any instruction manual including those as to set-up and maintenance) or accidentally damaged or are otherwise subject to misuse, neglect, inexpert repair or unusual physical or electrical stress;
- (iv) shall not apply if alterations are made to goods or if attachments not authorised by Nortronics are made thereto. For this purpose "alterations" means changes from the original design and "attachments" means the connection (mechanically, electrically or electronically) to goods of other equipment or devices not supplied by Nortronics;
- (v) shall not require Nortronics to provide repair or replacement services outside normal business hours.
- (g)
- (i) On receipt of the goods the Buyer shall inspect them for patent damage and shall notify Nortronics within 5 working days of any damage so discovered. The notice shall specify the damage in reasonable detail. In the absence of such notice it shall be conclusively presumed the goods were delivered free from patent damage.
- (ii) If at any time during the Warranty Period there is (or appears to be) a defect in the goods the buyer shall within 14 days of the defect becoming apparent notify Nortronics of such defect and give reasonable details thereof. Failing such notice no claim for breach of warranty will lie against Nortronics,
- (iii) the defective goods will, where possible, be placed aside and made available for inspection by Nortonic's representative.
- (h) Without prejudice to the foregoing Nortronics shall be under no liability whatsoever for any defect in the goods arising in any way whatsoever from the Buyer's specification.

10. Changes in Design/specification

Nortronics reserves the right to modify the design or specification of its goods provided such modifications do not materially and adversely affect performance of such goods.

11. Cancellations

Cancellation of any order or part order can only be made with the prior agreement of Nortronics. Unless otherwise agreed by Nortronics any expense incurred by Nortronics prior to the date of cancellation of any order shall be for the account of the Buyer.

12. Default by Buyer

- Notwithstanding anything to the contrary express or implied elsewhere herein. Nortronics may at its sole discretion (and without prejudice to its other rights) either terminate any order from the Buyer forthwith or forthwith suspend delivery to the Buyer under any order until further notice on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing in the event that:-
- (a) the Buyer fails to take deliveries of goods when required or
- (b) the Buyer fails to make any payment due to Nortronics in respect of any order placed upon Nortronics punctually by the due date; or
- (c) the Buyer cancels or purports to cancel any order placed upon Nortronics; or
- (d) the Buyer commits any other breach of its obligations under these terms and conditions or any other contract with Nortronics; or
- (e) any distress or execution or other legal process shall be levied upon the property or assets of the buyer; or
- (f) a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, receiver and manager is appointed in respect of the assets and/or undertaking of the Buyer or any of its associated companies, or Buyer or any such associated company enters into an arrangement or composition with its creditors, or any similar appointment, arrangement or composition is made under any applicable law, or if Nortronics has reason to anticipate any such appointment, arrangement or composition. Notwithstanding the termination of orders and/or suspension of deliveries by Nortronics under the foregoing provisions, Nortronics shall be entitled to payment on a quantum meruit basis in respect of all work done by it prior to termination/cancellation or to recover any loss on resale of goods.

13. Title

Where the goods are manufactured to the Buyer's specification, Nortronics will sell the goods subject to any rights of third parties, whether in respect of a patent, trade mark, registered design, copyright or otherwise howsoever to prevent or restrict the sale or use of the goods in any part of the world, and the Buyer will in this respect accept such title as Nortronics may have to the goods.

14. Third Party Claims

The Buyer shall indemnify Nortronics against all costs, damages and losses which Nortronics may sustain directly or indirectly in consequence of any claims against Nortronics or the Buyer by third parties which (a) arise from or in connection with the goods or any ancillary equipment, materials or appliances supplied hereunder or the use thereof and (b) are in respect of the infringement of any intellectual property rights of third parties in designs, drawings or data given to Nortronics by the Buyer.

15. Miscellaneous

- (a) Nortronics hereby gives notice to the Buyer that Nortronics has available information and product literature concerning the conditions necessary to ensure that the goods supplied hereunder will be safe and without risks to health when properly used. If the Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of the goods at work the Buyer should immediately contact Nortronics.
- (b) The Buyer shall obtain the necessary permits to importation of the goods into the country of destination. Failure to obtain the necessary permits or part thereof shall allow Nortronics, at its option, to terminate an order without liability or obligation to the Buyer as a result of such termination.

16. Waiver/Indulgence

- (a) No waiver by either party of any provision of these terms and conditions shall be binding unless made expressly and expressly confirmed in writing. Further, any such waiver shall relate only to such matter, non-compliance of breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance, default or breach.
- (b) No indulgence or forbearance extended to the Buyer shall limit or prejudice any right or claim available to Nortronics.

17. Proper Law/Disputes

- (a) If at any time any dispute or difference shall arise between Nortronics and the buyer relating to this contract or anything arising therefrom such dispute or difference shall be referred to a single expert to be approved by Nortronics the buyer or failing agreement over such appointment by the President for the time being of the Institution of Electrical Engineers. Any decision by such expert shall be final and binding on the Buyer and Nortronics. Such expert shall be deemed to be acting as expert and not as arbitrator.
- (b) Incoterms 1980 shall govern the interpretation of trade terms in these Terms and Conditions of Sale, except as may be provided elsewhere.