

SEAWARD ELECTRONIC LTD
BRACKEN HILL, SOUTH WEST INDUSTRIAL ESTATE
PETERLEE, CO DURHAM, SR8 2SW

CONDITIONS OF SALE OF SEAWARD ELECTRONIC LTD
("THE SELLER")

All quotations, contracts and goods sold by the seller will be governed and controlled under the following conditions unless otherwise stated in writing.

- 1) **QUOTATIONS AND ACCEPTANCE**
 - a) Quotations are valid for thirty (30) days from date of despatch by the seller of the quotations and represent no obligation until the seller accepts the Purchaser's offer in a written order. Any verbal quotation by the seller must be confirmed in writing before the quotation has any validity on the seller's part.
 - b) In the event of inconsistency between the Seller's and the purchaser's conditions the seller shall prevail. No variation of the seller's conditions shall be binding upon the seller unless and until the variation has been accepted in writing by a duly authorised person on behalf of the seller.
- 2) **PRICE AND DELIVERY**
 - a) Prices do not include vat.
 - b) Unless otherwise agreed delivery will be ex-works and the seller's goods will be Packed to the seller's normal specifications in non-returnable packing and carriage will be arranged at the request and at the expense of the purchaser.
Where applicable C.O.D charges will be added to the price of the goods.
 - c) Any delivery period quoted will be an estimate only and commence from the seller's acknowledgement by a written acceptance of an authorised order from the purchaser. Provided the seller takes all reasonable steps to deliver the goods at the time stated the seller shall be under no liability for failure to do so.
 - d) The seller reserves the right to delivery in more than one consignment and to invoice each consignment separately.
 - e) Purchases outside the UK are responsible, at their own expense, for obtaining any import licence required in the country for which the goods are destined. The seller is responsible for seeking any export licence from the UK that may be necessary unless the Purchase's officer, from which the order is issued, is situated in the UK.
 - f) Save where different conditions are stated therein all contracted for export from UK shall be in accordance with INCOTERMS 1980 Edition or any amendments or re-publication thereof for the time being in force at the date of the contract.
 - g) Claims for incorrect or non-delivery of goods must be made **IN WRITING TO THE SELLER WITHIN TEN (10) WORKING DAYS** of the receipt of the goods, accompanied by the original packing note for incorrectly delivered goods, and within the ten (10) working days of receipt of the covering invoices for non-delivery. All claims covering the operability of the goods will be covered by the seller manufacturing guarantee (see section 6 of these conditions of sale)

Damage in transit must be notified to the seller and the carrier within 3 days of receipt and the original packing should be returned.

The seller reserves the right to refuse to accept claims that are not received at the seller's offices within the times or under the conditions set out above.
- 3) **RESERVATION OF TITLE AND RISK**
 - a) All goods sold by the seller to the purchaser shall be and remain the property of the seller until the full purchase price thereof shall be paid to the seller.
 - b) All seller's goods will be identified by the seller trade name and/ or a seller's serial number.
 - c) Risk in goods shall pass in accordance with the delivery and carriage terms stated in the seller's acceptance of an order or in the absence of such statement then on leaving the seller's premises.
 - d) The seller reserves the right for employees or agents of the seller to enter any premises of the purchaser for recovering goods in respect of which the property has not passed to the purchaser.
- 4) **PAYMENT**
 - a) In the case of deliveries within the UK payment shall be due 30 days from date of invoice except where the seller stipulates C.W.O or C.O.D terms. Any discounts specified by the seller apply only where payment is so received.
 - b) In the case of exports from the UK payment shall be made in the UK before despatch of goods or through an irrevocable Letter of Credit confirmed by a London clearing bank to be established in favour of the seller and have an initial validity equal to the delivery period plus one month. The letter of credit shall permit part shipment and provide for the release of 100% of the contract value of each shipment. No liability to deliver goods shall arise before the seller is in receipt of a satisfactory letter of credit as aforementioned.
 - c) The seller reserves the right to suspend deliveries where payment for any order related or otherwise has not been made on the due date and remains outstanding.
- 5) **DESCRIPTION AND DATA**
 - a) Goods will be supplied substantially as described but where the seller is the manufacturer the right is reserved to make design changes which, however, will not lower the performance of the goods; affect their mechanical interchange ability; or increase the price. Where the seller is not the manufacturer. Goods will be those supplied to the manufacturer's current specification and finish
 - b) The seller shall make every effort to ensure the accuracy of technical data or literature relating to the goods, but the seller (so far as permitted by law) accepts no liability in contract, tort or otherwise for any damage or injury arising directly or indirectly from any error or omission in such technical data or literature.
 - c) Unless other stated, electrical ratings represent safe working limits. Dimensions and other physical characteristics are subject to normal commercial tolerance. The purchaser shall be responsible for ensuring the fitness of the product for the purchaser's application.
- 6) **MANUFACTURING GUARANTEE**

Products manufactured by the seller are governed by the conditions in the seller's manufacturing Guarantee. Copies of the Manufacturing Guarantee can be obtained from the seller at the above address or supplied with the product.
- 7) **NON-SELLER MANUFACTURED GOODS**
 - a) Non-seller manufactured goods and all software are supplied on the strict understanding that the seller's liability in contract, tort, or otherwise shall in no circumstances extend beyond the liability to the seller of the manufacturer or supplier of such goods. In particular, but without limiting the foregoing, the benefits or the supplier/manufacturer's guarantee or warranty attaching to the goods or software shall be passed on to the purchaser and the seller's own terms of guarantee shall be deemed not to apply.
 - b) By agreement to purchase goods the purchaser agrees to comply with the terms of any licence granted to the seller in respect thereof and agrees to indemnify the seller and keep it indemnified against any claim made by the relevant licensor against the seller as against the seller as a result of any act or omission on the part of the purchaser.
 - c) Details of the supplier/ manufacturer's warranty or guarantee and licence (if any), as for mentioned, are available on request from the seller
 - d) Unless otherwise confirmed, nothing in this document is to be taken as a representative of the source of origin, of manufacture, or production of the goods or any part thereof.
- 8) **PRODUCT AVAILABILITY**

The seller reserves the right without prior notice to discontinue any product or to make design changes as apart of a Continuous programme of product improvement, or to assist product availability.
- 9) **FORCE MAJEURE**
 - a) The seller shall have no liability in respect of failure to deliver or delay in delivering or performing any Obligations under the contract due to any cause outside the reasonable control of the seller including but not limited to acts of God, fire, floods, war and civil disturbance or riot, act of government, currency restriction, labour disputes, strikes, and unavailability of materials or failure of supplier's carrier or sub contractor to Delivery on time.
 - b) Where the purchaser has made whole or part payment on a contract for a supply of goods and the manufacture of such goods has commenced the seller undertakes to give reasonable notice to cancel the contract where force majeure applies with the seller entitled to withhold reasonable expenses from payment already made with the balance of any money being returned to purchaser.
- 10) **PRICE VARIATION**

The seller reserves the right to increase the price of the goods agreed to be sold in proportion to any increase of costs to the seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates and taxes) or where the increase is due to any or default of the purchaser, including the Cancellation by the purchaser of part of any order.
- 11) **STORAGE**

When delivery is delayed for reasons attributable to the purchaser or the purchaser's agents storage and other additional costs will be charged to the purchaser and the goods will be at the purchaser's risk from the date of commencement of such delay. The seller reserves the right to invoice the goods at the original delivery date, which shall be the date of commencement of the guarantee.
- 12) **PATENT RIGHTS**
 - a) The sale of goods and the publication of any information or technical data relating thereto does not imply freedom from patent, registered design or other industrial property rights in respect of any particular application of the goods.
 - b) The purchaser warrants the design and specification supplied by the purchaser to the seller will not involve the infringement of any patent registered design or other industrial property right in the manufacture and sale of the goods by the seller.
 - c) The purchaser undertakes to indemnify and keep indemnified the seller against all royalties, demands, proceedings, losses and cost in connection with any infringement or alleged infringements of any patent, registered design or other industrial property right in the manufacture, sale or application of the goods arising out of or in connection with the matters described in paragraphs (a) and/or (b) above.
- 13) **PURCHASER'S ITEMS**

Items supplied by the purchaser for the contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the time required by the seller. Any defect in item provided by the purchaser shall not entitle the purchaser to rescind the contract, reject the goods, make deductions from the contract price or claim damages in respect of such defect and the purchaser shall indemnify and keep indemnified the seller from and against all action, demands, claims, proceedings, losses or costs arising from the supply of defective items by purchaser.
- 14) **LIMITATION OF LIABILITY**

The seller (so far as permitted by law) shall not be liable in contract, tort or otherwise, for any losses or damages suffered by the purchaser whatsoever or whosever arising out of, or in connection with, the supply of goods confirming to the original agreed specification or at the seller option to refund to the purchaser any monies already paid in respect of the goods.
- 15) **CANCELLATION AND RETURNED GOODS**
 - a) Cancellation will not be accepted for non-standard items.
If the seller agrees cancellation or part of an order for standard items a minimum charge of 20% of total order price will be made.
 - b) Except under the manufacturing guarantee referred to in clause 6 no returns are permitted without the seller's previous consent.
 - c) If the seller agrees returns other than under the manufacturer guarantee referred to in clause 6 they must be returned at the purchaser's expense in original condition and if tested by the seller will be subject to a minimum charge of 15% of invoice price together with VAT thereon if applicable.
- 16) **TERMINATION**

If the purchaser commits any breach of these terms and conditions of the contract or suffers distress or becomes involve or commits an act of bankruptcy or composition with creditors or goes or is put into liquidation or if a receiver is appointed over part of the purchaser's business, the seller may, without prejudice to any rights, which may have accrued or which may accrue to it, terminate the contract summarily by notice in writing.
- 17) **LAW**

Any questions relating to any quotations subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of England.