

## Standard conditions for business sale of goods

### 1 Formation of contract

1.1 Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the "Conditions") and by means of the Seller's standard order acknowledgment form.

1.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in these Conditions as an "Order".

1.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Purchaser, and no addition alteration or substitution of these terms will bind the Seller or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

### 2 Specification

All goods supplied by the Seller shall be in accordance with (i) the current edition of the relevant Data Sheet as published from time to time by the Seller (copies of which are available from the Seller upon request) and (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

### 3 Acceptance

The Purchaser shall be deemed to have accepted all goods upon their delivery by the Seller to the address specified in the Order.

### 4 Prices

All prices quoted by the Seller are exclusive of amounts in respect of VAT. The Purchaser shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on a supply of goods pursuant to an Order. For these purposes VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

### 5 Delivery, risk, loss or damage in transit

5.1 Unless otherwise stated in the Order, the price quoted excludes delivery to the address specified in the Order.

5.2 Any time or date for delivery given by the Seller is given in good faith, but is an estimate only.

5.3 If the price excludes delivery, risk in the goods shall pass to the Purchaser upon shipment. If the price includes delivery, risk in the goods shall pass to the Purchaser upon delivery.

5.4 If the price stated in the Order includes delivery, the Seller will repair or replace free of charge any goods proved to the Seller's satisfaction to have been omitted or damaged in transit provided that within 3 days after delivery both the Seller and the carriers have received from the Purchaser notification in writing of the occurrence of the omission or damage and also, if and so far as practicable, of its nature and extent.

5.5 In the case of loss of goods, notice in writing must be given to both the Seller and the carrier concerned within 7 days of the due date of the consignment.

### 6 Free issue materials

Whilst reasonable care will be taken by the Seller of any material or components sent by the Purchaser to the Seller as free issue for incorporation into any goods which are the subject of an Order (the "Free Issue Materials"), the Seller does not accept any liability to the Purchaser for any loss of or damage to such Free Issue Materials, howsoever caused. In the event that the Free Issue Materials have not been received by the Seller by the agreed delivery date, the Seller reserves the right, after reasonable notice has been given to the Purchaser, to invoice and despatch any Order, notwithstanding that the Free Issue Materials have not been incorporated into the goods which are the subject of the Order.

### 7 Title and payment

7.1 The Seller warrants that the Seller has good title to the goods. Title to the goods comprised in each consignment shall not pass to the Purchaser until the Purchaser has paid their price to the Seller, but, even though title has not passed, the Seller shall be entitled to sue for their price once its payment has become due.

7.2 Unless otherwise stated in the Order, payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall become due at the end of the month following the month in which that consignment is delivered.

7.3 If the Purchaser fails to make any payment due to the Seller under the Order by the due date for payment, then the Purchaser shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.

### 8 Storage

If the Seller shall be unable, through circumstances beyond its control (including without limitation lack of shipping instructions from the Purchaser), to deliver the goods within 14 days after notification to the Purchaser or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Purchaser, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Purchaser, and delivery to the Purchaser of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 5. All charges incurred by the Seller for storage or insurance shall be paid by the Purchaser within 30 days of submission of an invoice.

### 9 Force majeure

9.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to *Force Majeure*. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

9.2 For the purposes of this Condition, *Force Majeure* means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

### 10 Guarantee

10.1 For goods which are manufactured by the Seller or which bear one of the Seller's trade marks, the Seller grants the following guarantee:

10.1.1 The Seller shall free of charge either repair or, at its option, replace defective goods where the defects appear under proper use (and for these purposes "proper use" shall include, without prejudice to the generality of the foregoing, using the correct electrical voltage and connection for such goods) within 12 months from the date of delivery, PROVIDED THAT:

10.1.1.1 notice in writing of the defects complained of shall be given to the Seller upon their appearance, and

10.1.1.2 such defects shall be found to the Seller's reasonable satisfaction to have arisen from the Seller's faulty design, workmanship or materials, and

10.1.1.3 the defective goods shall be returned to the Seller's factory at the Purchaser's expense if so requested by the Seller.

10.1.2 Any repaired or replaced goods shall be redelivered by the Seller free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions of Sale save that the period of 12 months referred to in Condition 10.1.1 shall be replaced by the then unexpired portion of that period only.

10.1.3 Alternatively to Condition 10.1.1, the Seller shall be entitled at its absolute discretion to refund the price of the defective goods in the event that such price shall already have been paid by the Purchaser to the Seller, or, if such price has not been so paid, to relieve the Purchaser of all obligation to pay the same by the issue of a credit note in favour of the Purchaser in the amount of such price.

10.2 In respect of all goods manufactured and supplied to the Seller by third parties the Seller will pass on to the Purchaser (in so far as possible) the benefit of any warranty given to the Seller by such third parties and will (on request) supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Purchaser shall be solely responsible to the entire exclusion of the Seller for complying with all of these.

10.3 The Seller's liability under this Condition shall (subject to Condition 14) be to the exclusion of all other liability to the Purchaser whether contractual, tortious or otherwise for defects in the goods or for any loss or damage to or caused by the goods, and (subject to Condition 14) all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

### 11 Confidentiality

Both the Seller and the Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

### 12 Economic loss

Subject to Condition 14, and notwithstanding anything contained in these Conditions (other than Condition 14) or the Order, in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or depletion of goodwill, or (ii) for any special, indirect or consequential damage of any nature whatsoever.

### 13 Limitation of liability

Subject to Condition 14, and notwithstanding anything contained in these Conditions (other than Condition 14) or the Order, the Seller's liability to the Purchaser in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to 125 per cent of the price of the goods specified in the Order.

### 14 Unfair Contract Terms Act 1977

If and to the extent that s.6 and/or s.7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 7, or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by s.12 of the Sale of Goods Act 1979, or s.2 of the Supply of Goods and Services Act 1982, whichever Act applies to the Order.

### 15 Applicable law

The Order and any dispute arising out of or in connection with it (including non-contractual disputes) shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts