



TERMS & CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions: „BUYER“ means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. „GOODS“ means the goods (including instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions and includes computer hardware and software, and also includes any configuration work carried out to goods before delivery. „SELLER“ means LEEDALE LIMITED (registered under number 2529218). „CONDITIONS“ means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. „CONTRACT“ means the contract for the purchase and sale of the Goods. „WRITING“ includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 Without prejudice to the generality of the application of clause 2.5 the Seller shall be entitled to correct any error contained in any quotation issued by electronic communication to the Buyer by a representative of the Seller without any liability on the part of the Seller. The Buyer hereby acknowledges that due to the informality and ease of electronic communication errors can occur more readily than by other means of communication but that such errors are capable of being corrected by the Seller without any liability or the Seller being bound by such mistaken terms.

2.7 Where any hardware or software supplied under the Contract is subject to any statutory controls (including controls imposed by the state of origin of the hardware or software), Intellectual Property rights, or where any software supplied under the Contract is subject to any Licence Agreement, the Buyer agrees that it will comply with, and not breach, the terms of any such controls, rights or agreement, and that it will indemnify the Seller against any non-compliance or breach, including any non-compliance or breach by any person into whose hands the hardware or software may pass after delivery to the Buyer.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable) specification submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's application.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the Agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation and further including without prejudice to the generality of the foregoing a 25% re-stocking fee based on the original price of the Goods.



4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price at the date of acceptance of the order. All prices quoted are valid on the date of acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation (alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller may in its unfettered discretion charge the Buyer for the cost of delivery to the Buyer's premises.

4.4 The Seller and Buyer agree that all prices quoted are exclusive of insurance and further agree that if the Seller has been paid for the Goods (in cleared funds) then it is the Buyer's liability to insure the Goods as soon as they leave the possession of the Seller and the Buyer shall have no cause of action if having taken possession of the Goods and having paid the price for them the Goods are subsequently damaged or destroyed or lost or stolen.

4.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or before or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods (free from any right of set-off, counterclaim, withholding or deduction of any kind, those rights being expressly excluded) on the date as stipulated on the front of the sales invoice unless expressed to the contrary in Writing, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

5.3.1. Cancel the contract or suspend any further deliveries to the Buyer.

5.3.2. Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3. Charge the Buyer interest (both before and after any Judgment) on the amount unpaid, at the rate of 4% per cent per annum above HSBC Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest. All costs, charges and expenses incurred by the Seller in recovering any debts to be paid by the Buyer on a full indemnity basis. The Seller shall be entitled to charge (in addition to interest and any legal costs ordered by the Court and without prejudice to any rights or remedies available to the Seller) the sum of £100.00 plus VAT or 10% of the total debt, whichever is the greater, by way of liquidated damages and as a contribution to administrative costs incurred by the Seller in taking steps to secure payment.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise then by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may;

6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) or storage; or

6.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.



6.6 Any claim by the Buyer which is based on a shortfall in the number of Goods delivered shall (whether or not delivery is refused) be notified to the Seller in writing within 48 hours from the time of delivery (or, in the case of delivery being effect by the Buyer collecting the Goods at the Seller's premises, within 48 hours from the time of collection). Where the Buyer fails to notify the Seller accordingly, the Seller shall be deemed to have supplied the Goods in accordance with the quantities specified in the Contract, and shall have no liability to the Buyer in respect of any such shortfall claim.

6.7 If the Goods have not been delivered despite receipt by the Buyer of the invoice from the Seller relating to them, then unless the Buyer notifies the Seller within 7 days after the date of such invoice, no claim against the Seller may be made in respect of non-delivery of those goods.

6.8 If the Goods are damaged on delivery or less than the correct amount of Goods is delivered, then unless the Buyer notifies the Seller or the carrier in writing (otherwise than on the delivery note) within 3 days of delivery no claim against the company may be made in respect of damage or to short delivery of such Goods.

7. RISK AND PROPERTY 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods sold or agreed to be sold by the Seller to the Buyer, including Goods for which payment has not already fallen due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and Bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified at the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, save that this right will automatically be revoked in the event of any act of insolvency occurring, as specified in condition 9 "Insolvency of Buyer" or in the event of any failure to make payment on the due date. In the event of revocation, the Seller shall be entitled to require the Buyer to assign to it all rights it may have against the person to whom the Goods have been re-sold.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver-up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. Further the Seller may dismantle the Goods or detach them from any items in which they have been incorporated and all costs incurred in so doing and any diminution in the value of the Goods suffered by the Seller, or loss of profit on the sale of the Goods shall be charged against the Buyer.

7.5 The Buyer shall not be entitled to pledge in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITIES

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of one month from delivery or unless stated otherwise in Writing.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied to the Buyer;

8.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment;

8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 The Seller does not give any warranty that the Goods shall be suitable for any particular purpose for which the Buyer intends to use them, save where the Seller has expressly accepted responsibility for such suitability in writing. The Seller does not accept responsibility for defects resulting from the location in which the Goods are to be used, or for their method of installation, use or maintenance, nor for any failure to correspond with any specification where that results from a failure to use the Goods in a suitable location or by competent operators or from improper installation, use or maintenance.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.

8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in Writing within 4 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the



Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer. It is a condition of any alleged claim made by the Buyer that the Goods must be returned to the Seller within seven days of the claim being notified to the Seller quoting a valid returns number failing which the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract or if the price has already been paid to the Seller shall be deemed to have supplied the Goods in accordance with the Contract.

8.7 Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or any other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as to a figure which equates to the sale price to the Goods in this Contract and where the alleged consequential loss or damage arises in relation to a single item out of the Goods limited always to the sale price in this Contract of that individual item. The Buyer recognises that the limitation of liability contained herein is reasonable and that the prices quoted by the Seller are dependent upon such limitation being incorporated into the Contract.

8.8 The Seller does not give any warranty that the Goods have been sold to the Buyer with the consent whether express or implied, of the brand owner.

8.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control;

8.9.1 Act of God, explosion, flood, tempest, fire or accident;

8.9.2 war or threat of war, sabotage insurrection, civil disturbance or requisition;

8.9.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority;

8.9.4 import or export regulations or embargoes;

8.9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);

8.9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.9.7 power failure or breakdown in machinery.

9. INSOLVENCY OF BUYER

9.1 This clause applies if:

9.1.1. the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2. an encumbrance takes possession, or a receiver is appointed, of any other property or assets of the Buyer; or

9.1.3. the Buyer ceases, or threatens to cease, to carry on business, or

9.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notified the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. EXPORT TERMS

10.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms and these Conditions, the latter shall prevail.

10.2 Where the Goods are supplied for export from the United Kingdom. The provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

10.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

10.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Seller shall always deliver to the address of the Buyer stipulated on the sales invoice.

10.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.



10.6 Payment of all amounts due to the Seller shall be made by either banker's draft or telegraphic transfer in favour of the Seller to the Seller's bank and confirmed by a fax confirmation of that bank acceptable to the Seller.

11. GENERAL

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other person.

11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.4 The Contract shall be governed by the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

11.5 The Buyer hereby agrees and undertakes that it shall not induce or attempt to persuade directly or indirectly any employee of the Seller or any of its subsidiary or associated companies to leave his/her employment and/or to accept employment or engagement with it for the duration of this contract and for the period of 18 months thereafter.

12. CONFIDENTIALITY

All details of communications in connection with any contract or intended contract shall be regarded as strictly