

STANDARD CONDITIONS OF SALE

1. Application

These Conditions apply to all sales of goods by EGS Technologies Limited ("the Seller") to any purchaser ("the Buyer") and shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Seller. Where the Seller supplies software to the Buyer this shall be on the terms of the Seller's Standard Software Licence. Where the Seller provides services to the Buyer this shall be on the Seller's Standard Consultancy Service Terms. Copies of both documents are available to the Buyer from the Seller free upon request.

2. Quotations

A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the quotation at any time prior to the Seller's acceptance of the Buyer's order.

3. Prices

The prices payable for the goods shall be those agreed with the Seller. Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.

4. Terms of Payment

- 4.1 Payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set-off within 30 days of the end of the month in which the Buyer received the invoice.
- 4.2 Any extension of credit allowed to the Buyer may be changed or withdrawn at any time by the Seller.
- 4.3 Interest shall be payable on overdue accounts at the rate of 4% per month over HSBC bank plc base rate to run from the due date for payment until receipt by the Seller of the full amount whether before or after judgment.

5. Delivery

- 5.1 Delivery dates mentioned in any quotation, acknowledgement of order or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates.
- 5.2 Delivery shall be at the Customer's premises unless otherwise stipulated or agreed by the Seller. The Buyer shall pay for the delivery costs.
- 5.3 If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery or installation of the goods the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Seller may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
- 5.4 Unless otherwise expressly agreed the Seller may make delivery in one or more instalments each instalment shall be treated as a separate contract.
- 5.5 Risk in the goods shall pass on their delivery.

6. Title

All goods are supplied to the Buyer by the Seller on the following terms:-

- 6.1 The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid to the Seller the agreed price together with the full price of any other goods the subject of any other contract with the Seller.
- 6.2 Until such payment the Buyer shall be in possession of the goods solely as bailee for the Seller and in a fiduciary capacity and shall store the goods in such a way as to enable them to be identified as the property of the Seller.
- 6.3 The Seller reserves the immediate right of re-possession of any goods to which it has retained title and later to re-sell them and for this purpose the Buyer grants an irrevocable right and licence to the Seller's servants and agents to enter upon its premises during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Seller under any other arrangement.

7. Third Party Rights

The Buyer shall indemnify the Seller against any and all liabilities claims and costs incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.

8. Specifications and Information

All drawings, designs, specifications and information submitted by the Seller are confidential and shall not be disclosed to any third party without the Seller's written consent.

9. Liability

9.1 The Seller shall not be liable to the Buyer:-

(i) for damage to or loss of the goods or any part of them in transit (where the goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 14 days of receipt of the goods;

(ii) for defects in the goods caused by fair wear and tear, abnormal conditions of storage or use or any act, neglect or default of the Buyer or of any third party;

(iii) for other defects in the goods unless notified to the Seller within 1 month of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within 6 months of delivery.

9.2 (i) Where liability is accepted by the Seller under paragraph 9.1 the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.

(ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed an amount equal to ten times the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

9.3 In no circumstances shall the Seller be liable to the Buyer for any special, indirect or consequential loss or loss of profits.

9.4 Subject to the foregoing (and so far as may be permissible under the Unfair Contract Terms Act 1977, the Unfair Terms in Consumer Contract Regulation 1994 and any other relevant legislation) all conditions warranties and representations, expressed or implied by statute common law or otherwise in relation to the goods are excluded and the Seller shall be under no liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT the Seller shall accept liability for death or personal injury caused by the negligence of the Seller.

9.5 The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained for it.

10. Force Majeure

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond the Seller's control. These shall include but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials for them by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal means.

11. Insolvency and Default

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors or if a receiving order is made against it or if (being a company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Seller) or if a receiver or administrator is appointed, of any of the Buyer's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrator or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or by notice in writing to the Buyer terminate the contract.

12. Waiver

Failure by the Seller or enforce any rights under these conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of them at any time later.

13. Notices

Any notice under these conditions shall be deemed to have been duly given if sent by prepaid first class post to the party concerned at its last known address and such notices shall be deemed to have been given seven days after despatch.

14. Governing Law

The contract shall be governed by and construed in accordance with the Laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.