

## Terms & Conditions

1. In These conditions "the Sellers" shall mean VPG Systems UK Ltd. "The Buyers" the buyers whose name appears overleaf "the goods" shall mean the goods described overleaf and "the price" shall mean the total price payable by the Buyers of the goods including Value Added Tax or any similar or replacement tax where applicable.

2. These conditions are the sole conditions of the contract between the Sellers and the Buyers. No variation of these conditions shall be valid unless made in writing and signed by both the Sellers and the Buyers. Any inconsistent term or condition in any document of the Buyers id agreed to be void and of no effect and to form no part of the contract between Sellers and Buyers.

3. (a) The goods are supplied at the Sellers price ruling at the date of delivery, If between the date of the contract and the date of delivery the Sellers price of goods is increased the Sellers shall notify the Buyers and the Buyers may by written notice to the Sellers within seven days of dispatch of the Sellers notice cancel the contract. In the event of such cancellation the Seller shall repay any deposit to the Buyers but shall be under no further liability to the Buyers whatsoever. If the Buyers do not so notify the Sellers the contract shall remain in force and the Buyers shall be liable to pay to the Sellers the increased price notified by the Sellers.

(b) Notwithstanding anything in (a) When goods are sold on CIF terms, any increase in the rate of marine or airfreight or of insurance between the date of the contract and the date of dispatch of the goods shall be paid by the Buyers without any right of cancellation

4. (a) The Sellers shall be entitled to invoice the Buyers for the price of the goods, after delivery of the goods, or after the goods have been appropriated to the Buyers order at the Sellers' premises. The Sellers shall be entitled to invoice the Buyers for the costs of installation of the goods at the time that installation has been completed. The Sellers reserve the right to require payment in part or in full for the goods prior to manufacture or dispatch and reserves the right to withhold manufacture or delivery of the goods until such payment is received.

(b) The Buyers agree to pay interest at the rate of 3% above the base lending rate of HSBC Bank plc or 10 per centum per annum (Whichever be the higher) on any sums overdue to the Sellers.

(c) In the event of the Buyers failing to fulfill any terms of payment agreed between the Sellers or if the Sellers shall at anytime have any doubts as to solvency or financial responsibility of the Buyers; the Sellers shall be entitled to refuse to make any further delivery of goods under this or any other contract except upon receipt of cash or other security satisfactory to the Sellers prior to the delivery of the goods.

5. (a) If no time for delivery is specified in the contract the Buyers shall be bound to accept the goods when they are ready for delivery by the Sellers

(b) Unless otherwise agreed in writing the place of delivery of the goods shall be the Buyers premises as specified overleaf.

(c) In the event of the Buyers order being wholly or partly suspended or delayed by act of God, fire, accident, riot, civil commotion, hostilities, war, strikes, lock-outs, import/and or export restrictions, emergency regulations, breakdown of plant non delivery of raw materials or of any other event of any kind whatsoever which is beyond the control of the Seller, the Buyers shall have no right to cancellation of the contract but shall accept delivery of the goods at such time after the termination of such suspension or delay as the Sellers are reasonably able to deliver the goods, having regard to the Sellers commitments to other customers. If however the delivery of goods is suspended or delayed for a period exceeding three months from the date the goods would have otherwise have become due for delivery to the Buyers, then, unless otherwise agreed in writing, so much of the contract as relates to those goods shall automatically be cancelled and the contract shall remain in full force with regard to any other goods covered by the contract.

(d) And the Sellers shall in no circumstances be liable to the Buyers for any loss or damage howsoever caused resulting from non delivery or late delivery for any of the goods.

(e) Acceptance of delivery by or on behalf of the Buyers shall be conclusive that the Buyers have examined the goods and have found them to be in every way satisfactory to them and fit for the purpose for which they might require them.

6. The Sellers will replace or correct any defective parts resulting from faulty design materials of workmanship of the goods for a period of twelve months from the date of delivery ("the Warranty")

7. The Warranty does not cover items which the Buyers themselves must be capable of checking and replacing such as fuses, etc. The Sellers shall not be responsible for repairs necessitated by the Buyers failing to comply with the appropriate operating and maintenance instructions nor repairs necessitated by maltreatment or any cause which cannot be traced to the equipment itself. The Warranty is not valid without written permission from the Seller the goods are repaired and altered or rebuilt in any way by persons other than the Sellers personnel. The Warranty shall not be valid if the Buyers having discovered or suspected an error in the goods neglect to notify the Sellers of the suspected error and continue to use the goods without the Sellers specific permission

8. (a) All goods delivered to the Buyers shall be at the Buyers risk from the time of delivery.

(b) All goods delivered to the Buyers shall remain in the legal and beneficial ownership of the Sellers all sums due from the Buyers to the Sellers under this or any other contract have been paid in full and prior to such payment in full the Buyers shall hold all such goods as bailees of the Sellers and shall if so required by the Sellers, store all such goods separately from any other goods in the Buyers possession.

(c) Notwithstanding that any goods have not been paid for in full the Buyers as bailees for the Sellers and not otherwise shall have the power and right not to sell goods and all proceeds of sale shall be retained by the

Buyers ((if so required by the Sellers in a separate Bank or other account) and held by the Buyers on trust for the Sellers beneficially until all sums due from the Buyers to the Sellers under this or any other contract have been paid in full.

9. (a) The Sellers accept liability for any death or personal injury resulting from their negligence.

(b) This contract shall be subject to the implied conditions set out in Section 12 of the Sale of Goods Act 1979.

(c) Where the Buyers are dealing as consumers and this contract is not an international supply contract this contract shall be subject to the implied conditions set out in Sections 12, 14 and 15 of the Sale of Goods Act 1979.

(d) Save as aforesaid in (a), (b) and (c) all conditions and warranties as to the conformity of any goods with sample descriptions or as to the condition, quality or fitness for any purpose whatsoever of the goods are excluded.

(e) Save as aforesaid the Sellers shall not be liable for any loss or damage whether caused by the negligence of the Sellers, their servants or agents, or in any other way whatsoever and shall in no circumstances be liable for any loss of profit, business or production, or any similar loss or damage whether direct, indirect or consequential howsoever caused.

10. (a) In no circumstances shall the Sellers be bound or in any way liable for any representation made or any information or advise given to the Buyers or to any other person whatsoever by the Sellers or by any person who is or who is deemed by law to be an agent of the Sellers whether such representation is made or information or advise is given in our pursuance of this or any other contract or in any other way whatsoever.

(b) The Sellers shall in no circumstances be bound by or liable for any description, information or illustration contained in any catalogue price list, brochure, leaflet, document of any kind and nothing contained in any such document of any kind and nothing contained in any such document shall form part of this or any other contract between the Sellers and Buyers.

(c) In placing an order for the goods or any item thereof the Buyers warrant that they have tested goods of that description and specification and that such goods are suitable for any purpose for which the Buyers may require them.

11. (a) Notwithstanding anything contained in these conditions the Sellers shall be under no liability to the Buyers unless written notice of the Buyers claim is received by the Sellers within ten days of the delivery of the goods to the Buyers or to the Buyers order or where a claim is in respect of an alleged failure to deliver the goods within ten days of the date of the Sellers invoice claims under the warranty contained in these conditions must be made

within seven days of the occurrence which has resulted in the claim.

(b) Where a claim is received by the Sellers the Sellers may in their entire discretion elect to accept the return of the goods and if the Sellers so elect the Sellers shall be entitled within a reasonable time of such return to tender further goods in performance of the contract and the terms of the contract shall apply to such goods tendered by the Sellers as if they were goods originally delivered pursuant to the contract. Nothing in this condition shall place the Sellers under any obligation to make such election and if such election is made it shall not be taken as an admission of liability or obligation to the Buyers in respect of the Buyers claim.

12. (a) The Sellers shall be entitled to terminate this contract upon the happening of any of the following events.

1. Failure by the Buyers to pay any such due to the Sellers under the contract, on the due date.

2. Breach by the Buyers of any other condition of the contract.

3. The Buyers suffering an execution to be levied on their goods or in the case of an individual Buyer dying, entering into a composition or arrangement for the benefit of his creditors or having a Receiving Order in Bankruptcy made against him or if a body corporate having a Receiver and Manager appointed or going into liquidation.

(b) In the event of termination the Buyers shall forthwith pay to the Sellers all sums due to the Sellers under this contract. Any deposit paid by the Buyers shall be forfeit to the Sellers and irrecoverable by the Buyers. The Sellers shall be entitled immediately to repossess all goods in the possession or control of the Buyers or of any servants or agents of the Buyers in which property has not passed to the Buyers and shall be entitled to enter upon any premises of the Buyers or under the control of the Buyers for such purpose the Sellers to give credit to the Buyers for the value if any, of the goods repossessed against any sums due under the contract.

13. (a) The Sellers give no warranty that the goods conform to any statutory requirement or that the goods do not infringe any patent or trade marks (whether registered or not) the risk whereof shall be at all times upon the Buyers.

(b) Where goods are manufactured and supplied to the requirements or specifications of the Buyers the Buyers shall indemnify the Sellers against all claims against the Sellers in respect of any breach of the statutory requirement or the infringement of any patent or trademark (whether registered or not).

14. This contract shall be construed in accordance with and governed in every respect by the laws of England and all actions arising out of or connected with this agreement shall be brought in the Courts of England.