

RCB Logic Limited Terms and Conditions of Sale

1. General

- 1.1 These Conditions alone shall govern and be incorporated in every contract for the sale of goods made by RCB Logic Limited (the "Company") with any Customer. They shall apply in place of and prevail over any terms and conditions or referred to in any documentation submitted by the Customer or in correspondence or negotiations or elsewhere or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by the Company. The Company shall sell and the Customer shall purchase the goods which the Company is to supply in accordance with these terms and conditions in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these terms and conditions which shall govern the contract.
- 1.2 The Company shall sell and the Customer shall purchase the goods in accordance with any written purchase order of the Customer or in accordance with the Company's quotation which is accepted by the Company by the issue of a Purchase Acknowledgement. No contract will arise between the Company and the Customer until such purchase acknowledgement is issued. Goods supplied by the Company must not in any circumstances be used where their failure could directly endanger life.
- 1.3 An order may not be cancelled or varied after acceptance without the written consent of an authorised representative of the Company and the giving of such consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.
- 1.4 Any contract to which these Conditions apply shall be governed by, and construed in accordance with, English law.
- 1.5 No employees or agents of the Company are authorised to make any representation concerning the goods unless confirmed in writing by the Company's authorised representative of the Company. The Customer acknowledges that it does not rely on or waives any claim that it might have for breach of any representation which is not so confirmed.
- 1.6 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 or on behalf of the Company shall be subject to correction without any liability on the part of the Company. No variation of these conditions shall be binding unless agreed in writing by a director of the Company.
- 1.7 If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company 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 Company's use of the Customer's specification.
- 1.8 The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or where goods are to be supplied by the Company's specification and which do not materially affect their quality or performance.
- 1.9 A waiver by the Company of any breach of the contract shall not be considered as a waiver of any subsequent breach.
- 1.10 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the remainder of the terms and conditions shall not be affected.
- 1.11 All industrial or intellectual property rights of any nature whatsoever in the goods shall remain vested in the Company at all times.
- 1.12 No order which has been accepted by the Company may be cancelled or rescheduled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, including the cost of all labour and materials used, damages, charges and the expenses incurred by the Company as a result of cancellation.

2. Price

All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect an increase of costs to the Company due to any factor beyond the control of the Company.

The Company, in its sole discretion, may:

- (i) charge the costs of packaging to the Customer in addition to the price of the goods, but full credit will be given to the Customer provided that they are returned undamaged to the Company's address shown overleaf before the due payment date for the relevant goods; or
- (ii) not charge the Purchaser for packaging, but reserve the right to collect and reuse such packaging.

3. Credit and Settlement Terms

Unless otherwise agreed in writing all monies due to the Company shall be paid 30 days following the date of the invoice (hereinafter called "the Settlement Date"). Time of payment shall be of the essence of all contracts between the Company and the Customer to which these Conditions apply.

The Customer will be invoiced for the goods immediately upon shipment. However in the cases where the goods are to be collected by the Customer or where the Customer wrongfully fails to take delivery of the goods, the Company should be entitled to invoice the Customer at any time after it has notified the Customer that the goods are ready for collection or it has tendered delivery of the goods.

The Company reserves the right to charge interest on overdue monies on a daily basis at a rate calculated at 2% per month (1 month being 30 days duration) to run from the due date for payment until receipt by the Company of the full amount (including any accrued interest) whether before or after judgement.

Any discounts are subject to review by the Company which reserves the right to amend the discount structure at its discretion.

In the event of any part of the balance becoming overdue the entire account outstanding becomes payable on demand.

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms

4. Availability of Goods

All goods are sold on an Ex-works basis unless stipulated or agreed otherwise by the Company in writing. Time of delivery shall not be of the essence of any contract to which these Conditions apply and shall not be made so by the service of any notice. Delivery is subject to the availability of the goods and if, owing to the non-availability of such goods or any other cause beyond the control of the Company, the Company shall be unable to carry out its obligations under any contract it shall be entitled to determine the contract forthwith by giving notice to the Customer to that effect.

4.1 Instalment Delivery

Where the goods are delivered by instalments and the Customer either:

- (i) fails to accept any delivery when due;
- or
- (ii) defaults in making any payment when due;

the Company may cancel any outstanding deliveries and the Customer shall compensate the Company in full for any loss or expense arising from such cancellation. If the customer defaults on clause (i) or (ii) above the full amount outstanding becomes payable immediately and interest becomes due on overdue balances as detailed in clause 3.

Each instalment delivered by the Company shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these terms and conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

If the Customer fails to take delivery of goods or fails to give the Company adequate delivery instructions then, without prejudice to any other right or remedy available to the Company, the Company may:

- (i) store the goods until actual delivery and charge the Customer for the reasonable costs (including but not limited to insurance) of storage;
- (ii) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage and selling expenses) charge the Customer for any shortfall below the contract price.

5. Passing of Property and Risk

Property in the goods referred to in this order or any order previously or subsequently invoiced shall not pass to the Customer until such time as the Customer shall have paid to the Company the agreed price (together with any accrued interest) and all other amounts owed by the Customer to the Company in respect of any other contracts for the sale of goods. Until such time as property passes, the Customer shall hold such goods in a fiduciary capacity for the Company and the Company shall be entitled to require the Customer to deliver such goods or any of them to it on demand and to enter the Customer's premises for the purposes of collecting them. The Customer is not entitled to charge goods by way of security before property in the goods has passed. The Company reserves the right to resell any goods to which it has retained title and the Company's consent to the Customer's possession of the goods and any right the Customer may have to possession of the goods shall in any event automatically cease without notice (a) upon the happening of any of the events set out in Condition 12(a) or (b) if the Customer commits a breach of any contract with the Company or (c) if any sum owed by the Customer to the Company is not paid to the Company by the date when it is due. From the time of despatch of the goods from the Company's premises until the time of delivery to the Customer the risk of any loss or damage to the goods shall be borne by the Company and thereafter the goods shall be at the risk of the Customer. The consent of the Company must be obtained prior to the return of any goods to the Company. The Customer shall be responsible for the cost of the carriage and insurance in respect of all goods returned by the Customer to the Company which goods shall be deemed to be at the Customer's risk at all times until physically received by the Company. From the time of delivery until property in the goods passes to the Customer in accordance with this Condition 5, the Customer shall insure the goods for their full value with a reputable insurance office. Until property in the goods passes to the Customer, the Customer shall hold the proceeds of any claim on such insurance policy on trust for the Company and shall forthwith account to the Company for such proceeds.

6. Liability

6.1 Damage and Short Delivery

Any claim that the goods are damaged or not in accordance with the purchase acknowledgement must be communicated to the Company within three working days of shipment within a reasonable time after discovery of the damage or their failure to correspond with the order all communications must quote the Company's invoice number.

6.2 Non-Delivery

Any claim for non delivery must be received by the Company within 14 days of the invoice date and any claim must quote the Company's invoice number.

6.3 Failure to Claim

If the Customer fails to give notice or report in accordance with this Clause 6 goods of the quality and quantity specified on the order shall be deemed to have been delivered to the Customer and the Customer shall be bound to pay for the same.

7. Returned Goods

7.1 Goods sold are not returnable unless such return is expressly authorised in writing by the Company and in the event of such consent being given the Company may apply a handling charge in respect of the goods returned.

7.2 Subject to these conditions goods returned for repair or replacement must be accompanied by an advice note giving brief details and quoting the Company's invoice number and until received by the Company the goods are at the Customer's risk.

7.3 All returned goods shall be delivered to the Company carriage and duty paid and insured by the sender.

8.

Where liability is accepted by the Company under Clause 6 the Company's only obligation shall be at its option to make good any non-delivery or as appropriate to replace or repair any goods found to be damaged or defective and/or to issue a credit note in respect thereof but the Company shall bear no further liability whatsoever.

9.

Subject as expressly provided in these Terms and Conditions

9.1 All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded to the fullest extent permitted by law;

9.2 The Company shall be under no liability to the Customer for any loss, damage or injury directly or indirectly resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Company or its employees or agents) other than liability for death or personal injury resulting from the Company's negligence or arising under Section 2 of the Consumer Protection Act 1987 as may be amended from time to time.

9.3 The Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer howsoever caused and including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contacts, or losses or expenses resulting from third party claims.

9.4 The Company's aggregate liability to the Customer, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by net price invoiced to the Customer.

10.

The Company is not liable to the buyer or shall not be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the goods if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following should be regarded as causes beyond the Company's reasonable control:

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

10.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

10.4 Import or export regulations or embargoes;

10.5 Strikes, Lockouts, or other industrial actions or trade disputes (whether involving employees of the Company or third parties);

10.6 Difficulties obtaining raw materials, labour, fuel, parts or machinery;

10.7 Power failure or breakdown in machinery.

11. Warranty

A 24 months free parts and labour warranty to the Customer shall commence from the date of the Company's invoice.

11.2 Any consumable items are not covered by the Company's warranty.

11.3 Warranty is given only on new product.

11.4 The Company shall be under no liability in respect of any defect arising from fair wear and tear, negligence, failure to follow instructions given by the Company, misuse or alteration of the goods if the customer has not paid the total price by the due date for payment.

11.5 If there are any parts or materials which are not manufactured by the Company, the Customer shall be only entitled to the benefit of any such warranty or guarantee which is given by the manufacturer to the Company.

11.6 Before returning any item for warranty repair the customer must first apply to the Company for a returns authorisation.

11.7 All returned goods shall be delivered to the Company carriage and duty paid and insured by the sender.

12. Loan Equipment

All returned loan items shall be delivered to the Company carriage and duty paid and insured by the sender.

13. Termination

13.1 If the Customer enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against the Customer or if the Customer compounds with his creditors or if (being a Company) an application for any order is made or a resolution is passed for the winding-up of the Customer (otherwise than for the purpose of amalgamation or reconstruction previously approved in writing by the Company) or if a meeting is called to approve the appointment of a liquidator to the Customer or if a petition is presented to the Court to wind up the Customer or if a receiver, administrative receiver or an administrator is appointed or a petition is presented to the Court for the appointment of an administrator to the Customer or over any part of the Customer's undertaking or if circumstances arise which might entitle the Court or a creditor of the Customer to appoint a receiver, manager, administrative receiver or administrator or which might entitle the Court to make a winding up order or if the Customer suffers any similar or analogous action in consequence of debt or commits a breach of any contract between the Company and the Customer, or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly the Company may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries to the Customer and/or exercise any rights under Clause 4 and/or by notice in writing to the Customer terminate any contact with the Customer.

13.2 Upon termination of any contracts pursuant to Clause 13.1 any indebtedness of the Customer to the Company shall become immediately due and payable and the Company shall be relieved of any further obligation to supply any goods to the Customer pursuant to such contracts.

14. Export Terms and Territorial Restrictions

Where goods are supplied to the Customer for export from the United Kingdom:

(i) The Customer 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;

(ii) the Customer acknowledges that the goods purchased from the Company may be subject to Export Licence Control and other export restrictions in force from time to time. The Customer undertakes to comply in all respects with all laws and restrictions relating to the export of goods in force from time to time.

15.

RCB Logic Limited. Registered in England No. 6827202.

Registered Office: Unit 19 Woodside Avenue, Chesham Bois, Buckinghamshire, HP6 6BG

Any notice required or permitted to be given by either party to the other under these conditions shall be given in writing addressed to the other party at its registered office or principal 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.

16.

If any provision of these conditions is held by any confident 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.

17.

The Customer may not assign the benefit of this contract without the prior written consent of the Company.