

Uniplex (UK) Ltd.

Conditions of Sale

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(Revision 2)

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Conditions of Sale.

CONDITIONS FOR THE SUPPLY OF GOODS AND ASSOCIATED SERVICES BY UNIPLEX (UK) LTD.

1 CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

- A In these conditions, “the “Seller” means Uniplex (UK) Ltd. and the “Buyer”” means the individual, firm, company or other such party with whom the “Seller” contracts the “Goods” which the “Seller” is to supply in accordance with these conditions; the “Services” means the whole or any part of the Services which the “Seller” is to supply or carry out: the “Contract” means any contract under which the “Seller” provides any service and/or sells goods to the “Buyer;” Supply includes (but not limited to) any supply under a contract of sale and International Supply Contract means such a contract as is described in Section 26 (3) of the Unfair Contracts Terms act 1997.
- B No order in pursuance of any quotation or otherwise shall be binding on the “Seller” unless and until such order is accepted by the “Seller”. Any contract made between the “Buyer” and the “Seller” shall be subject to these conditions and save as after mentioned no representative or agent of the “Seller” has the authority to agree any terms or make representations inconsistent with them or to enter into any contract except on the basis of them: any such term, representation or contract will bind the “Seller” only if in writing and signed by an authorised signatory of the “Seller”.
- C Unless otherwise agreed in writing by the “Seller”, these conditions shall apply to the exclusion of any terms and condition stipulated or referred to by the “Buyer” in his/her order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
- D Any general description contained in the “Seller’s” catalogues or other advertising materials shall not form a representation or be part of the contract.
- E Where the “Seller” has not given a written acknowledgement of the “Buyer’s” order these conditions will nonetheless apply to the Contract, provided that the “Buyer” has had prior notice of them.
- F The “Seller” reserves the right to correct any clerical or typographical errors made by its employees at any time.

2 SPECIFICATION, INSTRUCTIONS OR DESIGN:

- A The “Buyer” will 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 Goods and/or Services within a sufficient time to enable the “Seller” to perform the Contract in accordance with its terms.
- B If the Goods are made to a specification, instruction or design supplied by the “Buyer” or any third party on behalf of the “Buyer” then;
 - (i) the suitability and accuracy of that specification, instruction or design will be the “Buyer’s” responsibility
 - (ii) the “Buyer” will indemnify the “Seller” against infringement or alleged infringement of any third party’s intellectual property rights including but not limited to patent, design right, registered design, trademark, trade name or copy right and any loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country.
 - (iii) the “Buyer” will indemnify the “Seller” against any loss’ damage or expense in respect to any liability arising in any country by reason of the Goods being made to such specification, instruction or design.

3 QUOTATIONS AND PRICES:

- A The “seller” shall be entitled to increase its prices at any time to take account of any increases in the cost to the “Seller” of the purchasing of any goods or materials or manufacturing working on or supplying any goods (including but not limited to any such increase arising from an error or inadequacy in any specification, instruction or design provided by the “Buyer,” any modification carried out by the “Seller” at the “Buyer’s” request or any change in exchange rates) and such increased prices ruling at the date of despatch by the “Seller” shall be substituted for the previous contract price.
- B All prices quoted are exclusive of any appropriate value added tax and the “Buyer shall pay all taxes and duties and other Government charges payable in respect of the Goods and/or Services.

4 DELIVERY:

- A Unless otherwise stated in writing by the “Seller, the “Seller” shall deliver the Goods by means most convenient to the “Seller” to the address or addresses specified by the “Buyer” at the time of placing his/her order or (in the event that the “Buyer” fails so to specify an address) to any address which the “Buyer” resides or carries on business.
- B If the contract requires the “Buyer” to take delivery of the Goods at the “Seller’s” premises the “Seller” shall notify the “Buyer” of the collection date (being the date on which the goods are or will be ready for delivery) and the “Buyer” shall take delivery of the Goods within 7 (seven) days of the collection date. Loading of the Goods shall be at the “Buyer’s” expense.
- C Should the “Seller” be delayed in or prevented from making the delivery of the Goods or carrying out the Services due to any cause whatsoever beyond the reasonable control of the “Seller”, the “Seller” shall be at liberty to terminate the contract or suspend the order placed by the “Buyer” without incurring any liability for any loss or damage arising there from, but without prejudice in any such case to rights accrued to the “Seller” in respect to deliveries already made.
- D While the “Seller” will endeavour to deliver the goods or complete the Services by any date or within any period thereupon agreed, such dates and periods are estimates only given in good faith and the “Seller” shall not be liable for any failure to deliver goods or carry out Services by such a date or within such a period of time. Time for delivery shall not be an essence of the Contract. Moreover the “Seller” shall be entitled to defer delivery until any monies due from the “Buyer” have been received.
- E 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 instalment shall not entitle the “Buyer” to treat the Contract as a whole repudiated.
- F 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 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 at its option;
 - (i) store the Goods until actual delivery and charge the “ Buyer” for reasonable costs (including insurance) of storage or:
 - (ii) sell the goods at the best price readily obtainable and (after deducting all reasonable storage expenses) account to the “Buyer” for the excess over the price under the contract or charge the “Buyer” for any shortfall below the price under the Contract. The “Buyer” shall pay such shortfall to the “Seller” within 28 (twenty-eight) days of the “Seller’s” demand therefore.

5 RISK IN GOODS:

- A Save in the case of International Supply Contracts and subject to any agreement in writing by the “Seller”, the risk in Goods, which the “Seller” agrees to, shall pass to the “Buyer” on
- (i) delivery or
 - (ii) The date, on which the Goods being ready for delivery, delivery postponed at the “Buyer’s” request, whichever shall first occur? Delivery shall deemed to be completed before off-loading or (in case of delivery at the “Seller’s premises) loading of the Goods.
- B All other goods shall be at the “Buyer’s” sole risk at all times, and the “Seller” shall not be liable for any loss or damage sustained by any Goods left with the “Seller” howsoever caused and whether or not attributable to negligence on behalf of the “Seller”

6 PAYMENT:

- A Unless otherwise specified in writing by “Seller” payment of the “Seller’s” invoices shall be made by the “Buyer” net cash no later than 30(thirty) days not with standing that property in the Goods has not passed to the “Buyer” and any separate payment agreed for the Services shall be made no later than 30 (thirty) days after the date of which such Services are completed or, in the event that such Services cannot be carried out, due to the act or default of the “Buyer,” its servants or agents, when the “Seller” is ready to carry out such Services. Time for payment shall be the essence of the contract. Without prejudice to any other rights of the “Seller” interest will be payable at National Westminster Bank Plc base rate plus 4% and for the purposes of clauses 7 and 9 hereof the full purchase price of the Goods or the Services shall include all interest payable hereunder.

7 FAILURE TO PAY, CANCELLATION OR DEFERMENT:

- A For the purpose of this clause “an intervening event” shall mean any such event as is described in sub-clause (C) hereof.
- B If there shall be an intervening event the “Seller” may, within a reasonable time thereafter, defer or cancel any further deliveries or services, stop any goods in transit and treat the Contract of which these conditions form part as determined but without prejudice to its rights to the full purchase price for goods delivered and Services performed and damages for any loss suffered in consequence of such determination.
- C An intervening event shall be any of the following,
- (i) Failure by the “Buyer” to make any payment when it becomes due;
 - (ii) Breach by the “Buyer” of any of the terms and conditions of the Contract;
 - (iii) The “Buyer’s” proposal for or entry into any composition or arrangement with creditors;
 - (iv) The presentation against the “Buyer” of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process;
 - (v) The appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the “Buyer.”
 - (vi) The “Seller” forming the reasonable opinion that the “Buyer” has become or likely to become in the immediate future unable to pay his/her or its debts (adopting, in the case of the Company, the definition of that term as set out in Section 123 of the Insolvency Act 1986).
- D Cancellation by the “Buyer” will only be accepted at the discretion of the “Seller” and in any case on the condition that any costs or expenses incurred by the “Seller” up to the date of cancellation and all loss resulting to the “Seller” by reason of such cancellation will be paid by the “Buyer” to the “Seller” forthwith. Acceptance of such cancellation will only be binding on the “Seller” if in writing and signed by an authorised signatory of the “Seller.”
- E Any costs incurred by the “Seller” due to the suspension or deferment of any order by the “Buyer” or in the event that the “Buyer” defaults in collecting, or giving instructions for delivery of, any Goods will be payable by the “Buyer” forthwith on demand.

8 LIMIT OF LIABILITY:

- A The "Seller" will have no liability for damage in transit, shortage of delivery or loss of Goods unless the "Buyer" shall have given the "Seller" written notice of such damage, shortage or loss with reasonable particulars thereof within 7 (seven) days of receipt of the Goods or (in the case of total loss) of receipt of the invoice or other notification of despatch. The "Seller's" liability, if any, shall be limited to replacing or (at its discretion) repairing such Goods and it shall be a condition precedent to any such liability that the "Buyer" shall if so requested provide authority for the "Seller's" servants or agents to inspect any damaged Goods within 14 (fourteen) days of such request.
- B The "Seller" will have no liability for any consequential loss arising out of any damage in transit, shortage of delivery or loss of Goods.
- C
- (i) save as otherwise provided in these conditions the "Seller's" liability in respect of any defect in or failure of Goods whether the Supplier's own branded Goods or third party Goods procured and supplied by the Supplier to the "Buyer" is limited to replacing or (in its discretion) repairing or paying for the repair or replacement of such goods which (in the case of defects apparent upon inspection) within 21 (twenty one) days of delivery and (in the case of defects not so apparent) within 12 (twelve) months of delivery [unless otherwise specifically stated in commercial literature] in the case of new product and 3 months (three) months in the case of products returned for "Repair Service" to the "Buyer" are found to be defective or fail or are unable to perform in accordance with the contract by reason of faulty or incorrect workmanship, parts or materials but excludes "Wear & Tear".
- (ii) In the event of any error in weight, dimension, capacity, performance or other description which has formed a representation or is part of the Contract, the "Seller's" liability in respect of any direct loss or damaged sustained by the "Buyer" as a result of such error shall not exceed the price of the goods in respect of which the description is incorrect.
- (iii) The "Seller" shall honour the terms of any guarantee provided by the third party manufacturer of which the "Buyer" has the benefit by virtue of it having purchased such Goods PROVIDED ALWAYS that the "Buyer" shall have complied with all and any terms imposed by the manufacturer's guarantee.
- (iv) The "seller" shall have no other or further liability in respect of any direct or consequential loss or damage sustained by the "Buyer" arising from or in connection with any such defect failure or error as aforesaid.
- D Where the "Seller" agrees to repair or replace Goods in accordance with the foregoing provisions of this clause 8 or otherwise any time specified for delivery under the Contract shall be extended for such period as the "Seller" may reasonably require.
- E All Goods sold by the "Seller" are supplied with the benefit of the terms implied by section 12 of the Sale of Goods Act 1979. Subject thereto, and whether or not the contract is a contract of sale, all other conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, save insofar as contained herein or otherwise expressly agreed by the "Seller" in writing PROVIDED that if and insofar as any legislation or any order made there under shall make or have made it unlawful to exclude or purport to exclude from the Contract any term or shall have made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such item.
- F Nothing in these conditions shall exclude or restrict any liability that the "Seller" may have by virtue of the Consumer Protection Act 1987.
- G Subject to the foregoing and to the provisions of section 2 (i) of the Unfair Contract Terms Act 1977 the "Seller" shall have no liability to the "Buyer" in the event of any negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or the design or manufacture thereof or in the carrying out of any services.

9 RETENTION OF TITLE:

- A The following provisions shall apply to all contracts other than International Supply Contracts and to all Goods which under the Contract the “Seller” agrees to supply to the “Buyer.” No failure by the “Seller” to enforce strict compliance by the “Buyer” with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the “Seller’s” rights under this paragraph.
- (i) Upon delivery of the goods the “Buyer” shall hold the Goods solely as bailee for the “Seller” and the Goods shall remain the property of the “Seller” until such time as the “Buyer” shall have paid to the “Seller” and the “Seller” shall have cleared the funds for the full purchase price thereof. Until such time the “Seller” shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the “Buyer” hereby grants the licence to the “Seller,” its employees or agents with appropriate transport to enter upon the “Buyer’s” premises and any other location where the Goods are situated and remove the Goods.
 - (ii) The “Buyer” is hereby granted a licence by the “Seller” to incorporate the Goods into any other products.
 - (iii) The licence granted under sub-clause (i) shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or goods to which they been attached pursuant to the licence granted under sub-clause (ii) hereof.
 - (iv) The “Buyer” is hereby licensed to sell on the Goods and any other products incorporating any of them on condition that the “Buyer” shall inform its customer of the provisions of clauses (i) – (iii) hereof. The “Buyer” acts as the “Seller’s” bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of the sale, and whether or not payment has become due under clause 6 hereof, remit to the “Seller” the full purchase price of the Goods sold on less any part thereof which has been so remitted shall hold such amount as trustee and agent for the “Seller.”
 - (v) The “Buyer” shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to him. In the event of any loss or damage occurring while the Goods remain the property of the “Seller”, the “Buyer” shall immediately on receipt of the insurance monies remit to the “Seller” the full purchase price of the goods lost or damaged less any part thereof which has already been paid and till such amount has been so remitted shall hold such amount as a trustee and agent for the “Seller.” For the avoidance of doubt the provisions of this sub-clause do not affect the “Buyer’s” obligations under clause 6 thereof.
 - (vi) The licences granted under sub-clauses (ii) and (iv) above shall be terminable forthwith at any time upon notice by the “Seller” to the “Buyer.”

In the case of International Supply Contracts property in the Goods shall pass to the “Buyer” on delivery.

10 USE AND SAFE HANDLING:

The “Buyer” warrants that it will pass on to all third parties to whom it may supply the goods or any of them all information as to the use and safe handling of such goods as may have been provided to the “Buyer” by the “Seller.”

11 TESTING:

- A If the “Seller” agrees that any tests are to be carried out in the presence of the “Buyer” or his representative the “Seller” shall notify the “Buyer” of the date on which the it is or will be ready to carry out such tests and the “Buyer” undertakes that he/she or his/her representative will attend at the premises where the goods are situate on the date specified by the “Seller” for the purpose of witnessing the tests and agrees that in default of such attendance the “Seller” may proceed with the tests in his/her absence and he/she will be bound by the results thereof.
- B If the “Buyer” wishes to test the Goods otherwise then at the “Seller’s” premises or otherwise than in the presence of the “Seller’s” employees, agents or representatives, the “Buyer” shall first obtain

written details from the “Seller” of its recommended procedure for such Goods (which shall not be unreasonably withheld). The “Seller” shall have no liability for any damage which occurs to such Goods during or as a result of such testing no being in accordance with the “Seller’s” recommended testing procedures nor from any direct or consequential damage incurred by the “Buyer” during or as a result of such testing not being in accordance with the “Seller’s” recommended testing procedures.

12 EXPORT:

- A If the Contract is an International Supply Contract, it shall be deemed to incorporate the latest edition of Inco terms current at the date of the Contract save that in the event of any inconsistency between Inco terms and any express term of the Contract the latter shall prevail. The “Seller” shall under be no obligation to give the “Buyer” the notice specified in section 32 (3) of the sale of Goods act 1979.
- B The “Buyer” shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country or destination and for the payment of any duties thereupon.

13 GENERAL:

- A The proper law of all contracts with the “Seller” shall be the law of England that shall govern in all respects the construction and effect of such contracts and of these conditions. The “Buyer” agrees that in the event of any dispute arising out of the Contract or the performance thereof he/she will submit to the jurisdiction of the English Court.
- B The headings of the paragraphs of these conditions are for ease of reference and shall not affect the interruption or construction thereof.
- C If any provision of these conditions is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- D Failure by the “Seller” to enforce strict compliance with these conditions by the “Buyer” will not constitute a waiver of any of the provisions of these conditions.
- E Any reference in these conditions to any provision of statue shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Revised December 2005.