

TERMS & CONDITIONS

1. GENERAL

- A) In these conditions "The Company" means Graitec Limited and (where applicable any subsidiary company. "The Customer" means the person, firm or company placing an order with the Company.
- B) All orders are accepted and goods supplied subject to the following express terms and conditions.
No additions thereto or variations therefrom shall be binding on the Company unless it is in writing and signed by a duly authorised representative of the Company.

2. ORDERS

The Company reserve the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event that any of the Customers commitments with the Company shall not be met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by the Customer then the Customer shall indemnify the Company against loss, costs (including the cost of all labour and materials or goods and overheads incurred), damages, charges and expenses arising out of an order and the cancellation thereof (the Company giving credit for the value of such materials or orders sold or utilised for other purposes).

In the event of any discrepancy between the terms of the Customer's order and these Conditions, these Conditions will prevail unless alterations, deletions or additions have been agreed in writing by a duly authorised representative of the Company.

3. EXTRA COSTS

- A) In the event of any suspension of work through the Customers instructions, lack of instruction of any defaults on the part of the Customer whatsoever the price(s) given shall be increased to cover any extra expenses thereby incurred by the Company.
- B) All quotations and estimates issued by the Company are, unless otherwise stated, based on the current cost of production (materials, hours and wages) and are subject to amendments on or after acceptance to meet all rise and fall in such costs.
- C) Any variation to prices quoted as a result of Government Taxes or levies will be for a Buyer's Account.

4. DELIVERY

- A) Prices specified exclude delivery, which will be charged at extra cost, unless otherwise agreed.
- B) The risk of loss and/or damage (but not title) to goods supplied by the Company shall pass to the Customer when they are delivered to the Customer or other person to whom the Company has been authorised by the Customer to deliver the goods whether expressly or by implication and the Company shall not be liable for the safety of the goods thereafter (and accordingly the Customers should insure the goods thereafter against such risks as may be commercially prudent).
- C) Any damage to goods in transit should be notified to the relevant carrier and the Company within 2 days of receipt (packaging and contents to be held for inspection). If goods are not received by the Customer within 6 days of the date of invoice the carrier and the Company should be informed immediately.
- D) A 15% handling charge will be levied on all goods returned where delivery was effected in accordance with Customers original instructions.
- E) The customers must examine the Equipment yourself within three working days of delivery and if there is anything wrong, the Customer must notify the Company in writing. If no notice is given this is conclusive evidence that you have found the

delivery, installation and commissioning of the equipment to be suitable for you, complete, in good working order and satisfactory in every way.

5. TITLE

- A) Notwithstanding the provision of Paragraph 4B above the property of the goods will not pass to the buyer until payment of the price has been made in full.
- B) In the event that payment is overdue in whole or in part or upon the commencement of any act or proceeding in which the Customer's solvency is involved, the Company may, without prejudice to any of its other rights, recover or resell the goods without further reference to the Customer any of its servants or agents for the purpose. If the goods have been incorporated in or used as materials for other goods before payment in full has been made to the Company, the ownership in the whole of such other goods shall remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Company's rights hereunder in the matter shall extend to those other goods. The Customer agrees to pay the Company all costs of repossession.
- C) Where the Customer resells the goods all money received from such resale and all rights arising against the sub purchaser shall be held by the Customer as bailee for the Company until all sums due to the Company from the Customer have been duly paid.
- D) Title of software remains vested in Graitec Limited or its supplier at all times and will not pass to the Customer under any circumstances.

6. SAMPLE

Notwithstanding that the sample of the Goods has been exhibited to and inspected by the buyer, it is hereby declared that such sample was so exhibited and inspected solely to enable the buyer to judge for himself the quality of the bulk and not constitute a sale by sample.

7. WARRANTIES

- A) In the case of defects or faulty workmanship in products for any parts thereof supplied by the Company, the Customers shall not be entitled to receive any greater benefit hereunder than shall be received by the Company under any guarantee or warranty given to the Company by the manufacturers or suppliers thereof.
- B) For ongoing maintenance and other product support services, the Customer is strongly recommended to enter into an Annual Support Agreement covering all Equipment supplied hereunder from date of delivery and in any event to take effect upon the expiry of the relevant warranty period.

8. CONTINGENCIES

The company shall not be responsible for non-performance in whole or in part of its obligation nor under any liability to the Customer in respect thereof if such non-performance is due to Act of God, War, Insurrection, Government regulations, embargoes, strikes, labour disputes, illness, fire, flood, tempest or any other cause beyond the control of the Company.

9. TERMINATION BY GOVERNMENT

Notwithstanding the provision of Condition 8 if goods are to be used in the performance of a Government Contract or sub-contract and the Government terminates such a contract in whole or in part, the order placed on the Company in respect thereof may be cancelled in the same proportion, and the liability of the Customer for the termination allowance shall be determined by the applicable regulations of the Government pertaining to termination of contracts.

10. PRICES

Whilst every endeavour has been made to ensure the accuracy of the prices quoted, no responsibility can be accepted for any errors or omissions.

11. PAYMENT TERMS

All accounts are strictly 25% deposit with order, 75% on delivery of equipment, unless otherwise agreed in writing and the relevant credit references have been obtained. In the case of a credit account, payment terms are 30 days from invoice, and if payment is not received by the due date the Company will charge interest on the sum outstanding calculated at 8% above the base lending rate of HSBC Bank plc, in force at that time occurring from day to day (but not including) the due date until (and including) the actual date of payment.

12. CONSEQUENTIAL LOSS AND DAMAGE

- A) No liability whatsoever shall be incurred by the Company or its Agents, delivered by its Agents, before a Contract was made, whether such representatives relate or refer in any way to:-
- the correspondence of the goods to any description.
 - the quality of the goods.
 - the fitness of the goods for any purpose whatsoever.
- B) No liability shall be incurred by the Company to the Buyer in respect of any express terms in the Contract, whether a condition, warranty or intermediate stipulation (including any liability arising from the breach of such terms) where the said term relates or refers in any way to:-
- the correspondence of the goods to any description.
 - the quality of the goods.
 - the fitness of the goods for any purchase whatsoever
- C) All implied terms, conditions and warranties, statutory, common law or otherwise as to:-
- The correspondence of the goods to any description.
 - the merchantable quality of the goods.
 - the fitness of the goods for any purpose whatsoever (whether made known to the seller or not) are hereby excluded from the contract.
- D) The Company shall not be under any liability for the loss of revenue or any consequential loss or damage arising from any cause whatsoever.

13. FINANCIAL CONDITIONS

If in the Company's judgement the Customer's financial condition does not justify the terms of payment specified, the Company may cancel any unfulfilled orders unless the Customer shall upon written notice, immediately pay for any goods delivered or shall pay in advance for all goods ordered but not delivered or both, at the Company's option.

14. CANCELLATION

Credit will not be issued on any goods.

15. DESCRIPTION

The description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description. The Company reserves the right to substitute goods of equal specification should description change or items be superseded through no fault of the Company,

16. LEGAL CONSTRUCTION

These conditions and the contract to which this document relates shall in all respects be construed and operated in accordance with English Law.