

INSETO (UK) LIMITED

CONDITIONS OF SALE 2017

1. GENERAL

- a) The "Customer" shall mean the person to whom a quotation is provided and or who purchases goods from the Company. The Company is Inseto (UK) Limited.
- (b) All quotations are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other conditions or warranties whatsoever, are excluded from the contract or any variation thereof, unless expressly accepted by a Director of the Company in writing.
- (c) Unless stated otherwise in the relevant quotation from the Company, quotations shall only be available for acceptance for a maximum period of 60 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.
- (d) Commercial terms such as FCA and DAP shall have the meanings assigned to them by Incoterms 2010 Conditions.
- (e) If any statement or representation has been made to the Customer upon which the Customer relies, other than in the documents enclosed with the Company's quotation, the Customer must set out that statement or representation in a document to be attached to or endorsed on its Order, in which case the Company may clarify the point and submit a new quotation.

2. SAMPLES

The Company may at its discretion submit a sample to the Customer for approval before executing the bulk of the order which will only be commenced on receipt of such approval in writing.

3. DELIVERY AND DELAYS

- (a) Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- (b) Date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals being obtained from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in delivery.
- (c) The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company, the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby.

4. RISK AND TITLE

- (a) Risk shall pass to the Customer when the goods or the relevant part thereof leave the premises of the Company for delivery to the Customer, notwithstanding that the Company may arrange for delivery.
- (b) (1) Title in the goods shall pass to the Customer when payment in full has been made under the contract for the goods. Until such time the Customer shall store such goods in such a way as they are easily identifiable as the Company's goods and shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. The Customer shall permit the servants or agents of the Company to enter on to the Customer's premises and to repossess the goods at any time prior thereto.
(2) Until title to the goods pass to the Customer the Company shall grant a licence to the Customer to use the goods in its normal business and the Customer shall only be at liberty to resell the goods purchased from the Company on the understanding that if it does resell the goods, either in their original or altered state, then it will hold on trust for the Company so much of the proceeds of sale received by it as is necessary to discharge payment in full to the Company.

5. CANCELLATION

Cancellation of an order will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation will be reimbursed by the Customer to the Company for the cancellation to be effective.

6. PRICES

- (a) Prices will be those stated in the Company's quotation, or in the absence of a quotation, those given in the Company's price list current at the date of order and shall be, unless stated otherwise, exclusive of VAT, which shall be payable in addition at the then current rate.
- (b) In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.
- (c) The prices quoted are for the total quantities shown and the Company shall not be obliged to accept a portion only at the rates or prices quoted.
- (d) The cost of carriage, insurance and packaging, if required by the Customer, shall unless otherwise stated, be charged extra and payable by the Customer.

7. TERMS OF PAYMENT

- (a) Unless otherwise agreed by the Company in writing, payment shall be made in full within thirty days of the date of invoice. With regards to the date of payment time shall be of the essence of the contract.
- (b) Each consignment may at the option of the Company be separately invoiced.
- (c) No disputes arising under the contract, nor delays beyond the control of the Company, shall interfere with prompt payment by the Customer.
- (d) In the event of default in payment by the customer in accordance with agreed terms, the Company shall be entitled without prejudice to any other right or remedy, to suspend all further deliveries and to charge interest on any amount outstanding at the rate of 8% per annum above the Bank of England Base Rate in force at the relevant time. The Company also reserves the right, without prejudice, to remove credit facilities for Customers who continually default on the agreed trading terms.
- (e) The Customer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Company to the Customer.

8. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

- (a) The Customer shall have no right or claim for shortages or defects apparent on inspection unless:
 - (1) the Customer inspects the goods within three days of arrival at its premises, and
 - (2) a written complaint is made to the Company within fourteen days of receipt of the goods, or such shorter period as the carriers conditions (if applicable) require, specifying the shortage or defect and
 - (3) the Company is given an opportunity to inspect the goods and investigate any complaint, before any use is made of the goods.

If a complaint is not made to the Company as herein provided, then the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to the contract and the Customer shall be bound to pay for the same accordingly and in such circumstances Condition 9 (c) hereof shall not apply.

(b) Whether or not the Company arranges delivery the Company is in no way responsible for delivery of the goods and is in no way liable for claims for loss or damage in transit which must be made by the Customer against the Carrier in accordance with the Carrier's conditions.

9. GUARANTEES

- (a) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- (b) The Customer shall have no claim or set-off in respect of defects not apparent on inspection at the time of delivery unless:
 - (1) a written notification is made to the Company as soon as reasonable practicable after the defect is noticed and no use is made of the goods thereafter or alteration made thereto by the Customer before the Company is given an opportunity in accordance with sub-paragraph (d) of this Condition to inspect the goods;
 - (2) the notification is made within 12 months of the date of delivery of the goods by the Company or within the guarantee period specified by the manufacturer of such item.

- (c) the Customer shall not be entitled to any claim or set-off in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company, nor in respect of any defect arising by reason of fair wear and tear, or damage due to misuse.
- (d) The Company may within 15 days of receiving such a written notification inspect the goods and the Customer, if so required by the Company, shall take all steps necessary to enable the Company to do so.
- (e) If following an inspection the Company agrees that there is a defect as contemplated by this clause 9 and provided the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business, the Company shall, as the Customer's sole and exclusive remedy for the defect, at its option, repair or replace with similar goods any Goods that are found to be defective, or refund the price of such defective Goods in full, and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.

10. LIABILITY

- (a) Nothing in this Contract shall limit or exclude the Company's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- (b) Subject to 10(a) above the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, damage to property, loss of business, loss of reputation, loss of opportunity, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Subject to 10(a) above the Company's liability in respect of Goods not manufactured by it shall be limited to the liability of the supplier of such goods to the Company for such items, and where permissible the Company shall assign any such rights against the supplier or product warranty rights (provided by the supplier) to the Customer such assignment will discharge the Company obligations in respect of such Goods. Further in respect of such proprietary items the Company relies upon the testing examination and research carried out by the supplier for the purpose of the Health and Safety at Work etc. Act 1974; and
- (c) Subject to 10(a) above the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the total sums paid by the Customer for Goods under the relevant order from which a claim is made and the Customer agrees to insure adequately to cover such claims in excess of such amount.

11. INDEMNITY

The Customer shall, save where the Company shall have failed to exercise reasonable care in the manufacture or supply of the goods, fully indemnify the Company from and against all loss, damage, demands, claims, actions and proceedings which are incurred by the Company, or threatened, demanded, brought or made against the Company by any person, firm or company or governmental or other authority in respect of the goods, together with all cost and expenses incurred in relation thereto.

12. CONFIDENTIAL INFORMATION

All drawings, documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and the Customer will not, without the written consent of the Company:

- (1) give away, loan, exhibit or sell any such drawings or extracts therefrom or copies thereof;
- (2) use them in any way except in connection with the components for which they are issued.

13. CUSTOMER DRAWINGS

- (a) The Customer shall be solely responsible for the accuracy of all drawings, advice and recommendations given to the Company by the Customer, either directly or indirectly by the Customer, or by the Customer's advisers or consultants. Examination or consideration by the Company of such drawings, advice or recommendation shall in no way limit the Customer's responsibility hereunder, unless the Company specifically agrees in writing to accept responsibility.
- (b) The Customer shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to the manufacture of components or Goods in accordance with the drawings and specifications of the Customer where such drawings and specifications shall be at fault, or where it is claimed that the Goods involve an infringement of a Patent, Registered Design, copyright or Design Copyright, or other exclusive right of a third party.

14. TESTING AND INSPECTION

The Customer or its authorised agent shall, where the contract so stipulates, be entitled at its option to test or inspect the goods at the Company's premises. If this option is not exercised within 14 days of notification to the Customer of readiness for inspection, or where the Customer does not within three days after inspection notify the Company in writing that it is of the opinion that the goods are not in conformity with the contract, then the Customer shall be conclusively deemed to have accepted the goods and the Company shall be entitled to effect delivery. Any costs incurred in carrying out such testing or inspection, including the provision of work pieces and consumable items, will be for the Customer's account and payable by the Customer unless the Company agrees such goods are not in conformity with the contract.

15. INSOLVENCY

If the Customer shall become bankrupt or insolvent or compound with creditors, or proceedings are commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver, administrator, administrative receiver or Manager is appointed (or and application for appointment is made) of all or any parts of its assets or undertaking, or the Customer ceases to trade or carry on its business the company shall be entitled to cancel the contract in whole or in part by notice in writing, without prejudice to any right or remedy accrued or accruing to the Company, and shall be entitled to enter the Company's premises where any goods are stored and to recover such Goods where the full price for such goods have not been paid and title remains with the Company.

16. FORCE MAJEURE

Neither party shall be under any liability for any delay loss or damage caused wholly or in part by fire, Act of God, governmental restriction condition or control, or by reason of any act done or not done pursuant to trade dispute, whether such dispute involves its servants or not, or by reason of any other act, matter or thing beyond its reasonable control.

17. GENERAL

- (a) The relevant quotation or order (if accepted by the Company) and these terms and conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.
- (c) If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.

18. LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England and Wales and shall be subject to the jurisdiction of the English Courts only.