

STANDARD CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Buyer" means the person who buys or agrees to buy the Products from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery date" means the date specified by the Seller when the Products are to be delivered.
- 1.4 "Products" means those goods specified.
- 1.5 "Price" means the price for the Products excluding carriage, packing, insurance and VAT.
- 1.6 "Seller" means OCS-UK IT Ltd.
- 1.7 "Consumer" shall bear the meaning ascribed in Section 12 Unfair Contract Terms Act 1977.
- 1.8 "RMA" shall mean Return Material Authorisation number.

2. CONDITIONS APPLICABLE

- 2.1 The Seller shall sell and the Buyer shall purchase the products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or is purported to be made, by the Buyer.
- 2.2 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless in writing by the Seller, acting by its Managing Director or some person authorised in writing by him.
- 2.3 Any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.4 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

3. THE PRICE AND PAYMENT

- 3.1 Save as provided otherwise herein the Price shall be that as stipulated in the Seller's published price list current at the date of order of the Products. VAT shall be due at the rate ruling the date of the Seller's invoice other than where the Buyer acts as a Consumer. Any event of any increase in the cost the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the price payable under the contract upon written notice.
- 3.2 Payment of the price and VAT shall be due on the delivery of the for Products. Time for payments shall be of the essence. If the Buyer does not pay the Price on delivery the Seller may bring an action for the price even though property in the Products has not passed to the Buyer. The Buyer will pay the price in full without discount (except any discount allowed by these terms) deductions, set off or abatement on any ground.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 12% above Natwest Bank plc's base rate from time to time in force and shall accrue at such a rate after as well before any judgement.

4. THE PRODUCTS

- 4.1 The quantity and description of the Products shall be set out in the Seller's quotation.
- 4.2 The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.
- 4.3 No order which has been accepted by the Seller may be canceled by the Buyer save with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses reasonable incurred by the Seller as a result of cancellation.

5. WARRANTIES AND LIABILITY

- 5.1 The Seller warrants that the Products will be free from defects in materials and workmanship for a period of twelve months from the invoice date ("The Warranty Period"). If the Buyer returns to the Seller any Products which the Buyer claims are in breach of this Warranty not later than the expiry of the Warranty Period and in accordance with clause.
- 5.2 The Seller shall at its own expense and within a reasonable time of receiving those products reasonably investigate the Buyers claim and the Seller may repair or at its option replace the Products or such parts of the Product as are defective.
- 5.3 Other than where the Buyer acts as a consumer the Buyer shall be responsible for the cost of transporting defective products to the Seller.
- 5.4 Upon returning Products the Buyer shall quote an RMA number (obtained by the Buyer from the Seller) on the

outside of the packaging and provide a written description of the defect which the Buyer claims is covered by the Warranty. If the Buyer fails to comply with this procedure the Seller shall have no obligation to consider the Buyers claim for breach of the Warranty and may make a handling charge for any Warranty claims which are considered.

- 5.5 The Warranty contained in clause 5.1 is contingent on the proper use of the Products by the Buyer and does not cover any part of the Products which have been modified without the Seller's prior written consent, or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered, or where such repair is required as a result of causes other than ordinary use including without limitation accident, hazard, misuse or failure or fluctuation of electrical power, air conditioning, humidity control, transportation or other causes other than ordinary use.
- 5.6 Except where the Buyer acts as a Consumer all other warranties, conditions or terms to fitness for purpose, satisfactory quality or conditions of the products whether implied by statute or common law or otherwise are excluded to the fullest extent of the law.
- 5.7 In any event and despite anything contained in these conditions, in no circumstances shall the Seller be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

6. DELIVERY OF THE PRODUCTS

- 6.1 Delivery of the products shall be made by the Seller notifying the Buyer that the products are available for collection at the Seller's premises or to such place as the Buyer may specify.
- 6.2 The Seller shall use its reasonable endeavors to meet any date stated for delivery.
- 6.3 In any event time of delivery shall not be of the essence.
- 6.4 The Seller shall not be liable for any delay in delivery howsoever caused.

7. ACCEPTANCE OF THE PRODUCTS

- 7.1 Other than where the Buyer acts as a consumer the Buyer shall be deemed to have accepted the Products 5 working days of delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

8. TITLE AND RISK

- 8.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.
- 8.2 Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full.
- 8.3 Until the property in the Products passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Seller and, if the buyer fails to do so immediately, to enter upon any premises of the Buyer or any third party where the Products are stored and repossess the Products.
- 8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

9. REMEDIES OF BUYER

- 9.1 Where the Buyer rejects any products then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of those Products or the failure by the Seller to supply Products which conform to the contract of sale.
- 9.2 Where the Buyer accepted any Products then the Seller shall have no liability whatever to the Buyer in respect of those Products.

10. INSOLVENCY OF BUYER

- 10.1 This clause applies if:
 - 10.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
 - 10.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or
 - 10.1.3 The Buyer ceases, or threatens to cease, to carry on business, or
 - 10.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2 If the Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Products have been delivered but not

paid for the price shall become immediately due and payable that despite any previous arrangement or agreement to the contrary.

11. GENERAL

- 11.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and the party shall be entitled to a reasonable extension of time for the performance of its obligations.
- 11.1 Any notice required or permitted to be given by either party to the other under the conditions shall be in writing addressed to the other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 11.1 Each party agrees to as treat as conditional and not to divulge to any third party without the prior written consent of the other, details of the other's business operations, proprietary rights and techniques, contemplated new products and customer lists.
- 11.1 This obligation does not relate to information which is or becomes public knowledge through no fault of either party or has been properly obtained from a third party lawfully entitled to possess the information.

12. HEADINGS

- 12.1 The headings of the Clauses in these conditions are intended for reference only and will not affect the construction of these conditions.

12.2 PAYMENTS

If the Buyer fails to make any payments in accordance with the terms and provisions hereof the Seller, in addition to its other rights and remedies but not in limitation thereof at its option may defer shipments or deliveries hereunder or under any other Contract with the Buyer except upon receipt of satisfactory security or of cash before such shipments or deliveries resume.

12.3 CONSEQUENTIAL LOSS

The Seller shall not be liable for any costs claims damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits income or accrual or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis, to the fullest extent of the law.

12.4 REPRESENTATIONS

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

12.5 FORCE MAJEURE

The Seller shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond its control including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises or its manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from a normal source of supply.

12.6 ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyers instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

12.7 RIGHT OF PARTIAL REJECTION LIMITED

Section 35(A) of the Sale of Goods Act 1979 (as amended) shall not apply (there shall be no right to partial rejection).

12.8 TERMS TO BE APPLIED WHERE THE BUYER DOES NOT ACT AS A CONSUMER

Where the Buyer acts other than a Consumer, for the purposes of Section 35(2) of the Sale of Goods Act 1979 (as amended) the reasonable opportunity of examining the goods delivered under each Contract shall be five days upon delivery and Section 15(A) of the Sale of Goods Act 1979 (as amended) shall apply.

13. PROPER LAW OF CONTRACT

This Contract shall be governed by the law of England and Wales and any dispute, question or remedy howsoever arising shall be determined exclusively by the Courts of England and Wales.

