

ANSTEE INDICATION SYSTEMS TERMS AND CONDITIONS FOR SALE OF GOODS

1. Definitions

Seller Anstee Indication Systems of 48 Millers Avenue, Brynmenyn Industrial Estate, Bridgend, UK, CF32 9TD.

Buyer The person/company who agrees to buy the goods from the Seller.

Conditions The Terms and Conditions of sale as set out in this document and any special Terms and Conditions agreed in writing by the Seller.

Goods The items which the Buyer agrees to buy from the Seller as set out initially in the Quotation and finally in the Invoice.

Price The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (the "Commencement Date").

2. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3. Price and Quotation

3.1 The Price shall be the indicated on the Seller's quotation, subject to correction for error. Prices given are subject in variation as hereinafter provided. The prices of goods will be those ruling at the date of despatch of goods, except where paragraph 3.2 below applies.

3.2 Any quotation is given on the basis that it is not an offer. It may be withdrawn by the Seller at any time without notice. No contract shall exist until the Seller issues an acknowledgement of order to Buyer or (if earlier) the Seller delivers Goods to Buyer.

3.3 Any quotation, unless expressly stated or subject to a Long-term Supply Agreement, is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

3.4 The Buyer shall not be entitled to cancel any order, accepted quotation or Contract, except where such cancellation has been accepted by the Seller (at its sole discretion) and unless Buyer fully indemnifies the Seller in respect of all losses, costs and expenses incurred up to acceptance of a notice of cancellation. In the event that the whole or part of an order, accepted quotation or Contract is cancelled by Buyer, the Seller shall be entitled to full payment under Contract.

3.5 All Goods are sold on a firm sale basis. The Seller will not take back any goods not required or sold by Buyer, unless otherwise agreed on the following terms. Any returns must be pre-authorised by the Seller. Any returns must be un-used, un-damaged and in their original packaging. The return of Goods will only be considered if the Goods are in saleable condition and can be re-sold, this does not include bespoke items which are excluded from return unless found to be faulty (see section 7). If the Seller agrees to accept the return of goods Buyer will be responsible for the cost of carriage and will ensure that the Goods are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. All returns will be fully inspected and tested before any credit is offered to Buyer. If credit is authorised following the return of Goods, a minimum fee of 25% of the total invoice value will be applied by the Seller (at its sole discretion). This fee may be higher depending on the condition of the Goods. Credit will not be authorised if the Goods are found to be of inferior quality in any way.

4. Payment and Interest

4.1 Unless a Pro Forma arrangement is in place, payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.

4.2 Any balances outstanding which are greater than 30 days will place the account on immediate hold without further notification, until the balance has been cleared in full.

4.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated, on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4.4 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

4.5 The Buyer shall not be entitled to withhold payment because of any claim of the Buyer in respect of any alleged breach of the contract or any other contract.

5. Goods

5.1 The Goods are described in the quotation. All descriptions and illustrations are intended merely to present a general idea of the Goods described. None of these descriptions and illustrations shall form part of the contract.

5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

5.3 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and

expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Goods Specification. This clause 5.3 shall survive termination of the Contract.

5.4 The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

5.5 If, after the date of the contract, the Seller cannot obtain Goods to the original specification of the Goods, the Seller may:

- a) Terminate the contract without liability to the Buyer; or
- b) Supply Goods of an alternative specification to the Buyer, provided such specification is not materially different from the original specification.

6. Drawings and Specification

6.1 It is the Buyer's responsibility to supply accurate specifications, illustrations, drawings and particulars. The Supplier accepts no responsibility for goods produced using incorrect or out of date documents.

6.2 All specifications, illustrations, drawings and other particulars supplied by the Supplier are as accurate as possible, but none of these form part of the contract between the Seller and Buyer.

7. Warranties

7.1 Any express or implied condition, statement, or warranty statutory or otherwise as to the quality or correspondence with description or fitness for any purpose is excluded.

7.2 The Seller warrants that for a period of 12 months commencing on the date of delivery of the Goods (Warranty Period), the Goods shall:

- a) Conform with their description;
- b) Be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
- c) Be fit for any purpose held out by the Seller.

7.3 The Seller will undertake, where appropriate and subject to the Terms and Conditions set out in paragraph hereof free of charge:

- (i) to examine any part of the Goods which is alleged to be defective, and
- (ii) to repair or replace any such part found on such examination to be defective by reason of faulty design, bad material or bad workmanship, or, at its discretion, refund the price of the defective goods. Defective Goods or parts of Goods replaced in accordance with this clause shall be placed at the Seller's disposal.

7.4 The terms and conditions referred to in paragraph 7.3 of this Condition are:

- (a) That the alleged defect appeared within the period of 14 days after delivery of the Goods;
- (b) That prior to the appearance of the alleged defect the Goods concerned were used solely for purposes disclosed by the Buyer at the time of the purchase;
- (c) That any parts alleged to be defective are delivered free of charge and at the Buyer's risk to the address of the Seller forthwith after the appearance of the alleged defect.

7.5 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 7.2 if:

- a) The Buyer makes any further use of such Goods after discovering the alleged defect;
- b) The defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or (if there are none), good trade practice;
- c) The defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer or using any material supplied by the Buyer;
- d) The Buyer alters or repairs such Goods without the Seller's consent in writing or carries out, or a third party carries out on behalf of the Buyer, alterations or repairs consented to by the Seller improperly;
- e) The defect arises as a result of normal deterioration, wilful damage, negligence, improper use or conditions of operation, which would not be expected or are abnormal; or
- f) In the case of defects in materials, any other conscientious manufacturer would not have eliminated the defective material during manufacture.

7.6 Except as provided in this clause 7, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 7.2.

7.7 The undertaking set out in paragraph 7.3 of this Condition does not extend to any articles or goods not manufactured by the Seller but the Seller will use its best endeavours to procure that the manufacturers of any such articles or goods shall comply with the provisions of any guarantee given by the manufacturers in respect of such articles or goods.

8. Delivery of the Goods

8.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

8.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

8.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

8.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8.5 Delivery of the Goods shall be deemed to have taken place:

- a) Where the Goods are carried in a vehicle sent, provided or engaged by or on behalf of the Seller, when the vehicle is stationary at the point of delivery and the delivery note is tendered to the consignee.

- b) Where the Goods are carried in a vehicle sent, provided or engaged by or on behalf of the Buyer when the delivery note is tendered to the driver of the vehicle.
- c) Where the Goods are carried by rail, in accordance with the operator's Standard Terms and Conditions.
- d) Where the Goods are sold f.o.b. when they are placed on board the ship or aircraft or hovercraft, at which point the responsibility of the Seller shall cease and the Seller shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
- e) Where the Goods are carried in any other way, when the delivery note is tendered to the driver of the vehicle in which the goods are taken from the Seller's premises

8.6 In order to fulfil the Contract the Seller shall be at liberty to sub-contract to other persons, firm or companies. It shall not be necessary for the Seller to obtain the consent of the Buyer to any such sub-contract. The Seller shall inform the Buyer of the existence thereof if it considers that it is reasonable so to do.

9. Exclusion of sale by sample

9.1 Notwithstanding that in connection with any order the Seller may submit a sample of the Goods to the Buyer as indicating the quality, colour or type of goods which may be supplied, no order for goods or acceptance thereof shall be deemed to constitute a sale by sample.

10. Notification of damage or loss in transit

10.1 The Seller will not entertain a claim by the Buyer in respect of any non-delivery, short delivery, breakage or damage to or loss of the Goods or part of the Goods in transit unless:

- a) In the case of Goods carried by road, good modern roads are available up to the point of delivery and
- b) The Buyer gives the Seller written notification of such non-delivery, short delivery, damage or loss within such time as will enable the Seller to comply with the carrier's conditions of carriage as affecting loss or damage in transit or,
- c) Where delivery is made by the Seller's own transport, within such time as shall enable the Seller to comply with any requirement or condition of the Seller's insurance policy covering such damage or loss (unless the Buyer shall have actual notice of such conditions or requirements).

10.2 The time for giving such written notification by the Buyer shall be:

- (a) In the case of short delivery or breakage and/or damage and/or loss of any part of a consignment of the goods – within sixty hours from delivery
- (b) In the case of non-delivery or loss of a whole consignment of the Goods – within fourteen days from the date of despatch.

10.3 Any allowance for damage and/or breakage will only be made by the Seller in respect of damage and/or breakage exceeding 10% of the value of the Goods.

11. Instalment deliveries

11.1 Unless a Long-term Supply Agreement is in place, each part delivery or instalment of the Goods shall be deemed to be sold under a separate contract and no default by the Seller in respect of any part delivery or instalment shall entitle the Buyer to treat the Contract as repudiated in regard to any balance or instalment remaining deliverable.

12. Acceptance of the Goods

12.1 The Buyer shall carry out a thorough inspection of the Goods within 7 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above.

12.2 The Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

12.3 The Buyer shall be deemed to have accepted the Goods 14 days after delivery to the Buyer.

12.4 Where the Buyer has accepted, or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

13. Title and risk

13.1 Risk shall pass on delivery of the Goods to the Buyer's address.

13.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

13.3 Until title passes, the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

13.4 The Seller may at any time before title passes and without any liability to the Buyer repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

13.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

13.6 Subject to clause 13.7, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:

- a) It does so as principal and not as the Seller's agent;
- b) The title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs; and
- c) The Buyer shall pay to the Seller such amount of the proceeds of such sale as is required to clear the outstanding balance of the purchase price, or any part thereof.

13.7 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 23.1.2 to clause 23.1.10, or is in breach of its obligations under this Contract, then, without limiting any other right or remedy, the Seller may have the Buyer's right to resell Goods or use them in the ordinary course of its business cease immediately; and the Seller may at any time:

- a) Require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and if the Buyer fails to do so promptly,
- b) Enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

14. Carriage of Goods

14.1 Carriage will be chargeable on all sales. This will be at the rate quoted on the Seller's quotation.

15. Limitation of Liability

15.1 The Seller shall not be liable for any injury, loss or damage whether direct or consequential or special and howsoever caused resulting from or arising out of or incidental to:

- (i) Its performance of or failure to perform its obligations under the Contract whether express or implied, or
- (ii) Any defect in the Goods, or
- (iii) Any advice given by or on behalf of the Seller in relation to the assembly, erection or installation of the Goods.

15.2 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods purchased.

15.3 After the Warranty Period, 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.

15.4 Any figures relating to performance of Goods given by the Seller are based upon its experience and are such as it expects to obtain on test but the Seller shall not be liable if such performance is not obtained unless it was guaranteed by special terms of the Contract.

15.5 This clause 15 shall survive termination of the Contract.

16. Notices/Communications

16.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16.3 Emails are only deemed to have been received following confirmation of receipt from the Seller.

16.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. Bankruptcy or Liquidation

17.1 If the Buyer makes any arrangement or composition with his creditors, or if a bankruptcy order is made against the Buyer or being a Seller an order is made or a resolution is passed for the winding up of the Buyer (other than a voluntary liquidation solely for the purpose of amalgamation or reconstruction) or has a receiver appointed of the whole or any part of the assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt the Seller shall be entitled to repossess the goods forthwith.

18. Intellectual Property and Design

18.1 For all orders placed on the Seller, all design documentation, knowledge, know how, tools, jigs, fixtures, process equipment, drawings, specification, intellectual property, copyright, test data, product knowledge and related materials remain wholly owned by the Seller, unless a written agreement is in place between the Buyer and the Seller. The Buyer should not disclose any of this without written consent to do so. All intellectual property rights (to include (without limitation) any patent, copyright, design, trade mark or other registered or unregistered industrial or intellectual property rights and any know-how) (the "Intellectual Property") in Goods are owned by the Seller.

19. Entire Agreement

19.1 This agreement 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.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Force Majeure

20.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

20.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- a) Strikes, lockouts or other industrial action;
- b) Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
- c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;
- b) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- c) Political interference with the normal operations.

21. Survival of Causes of Action

21.1 The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

22. Severability

22.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

23. Termination

23.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

23.1.1 The other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

23.1.2 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

23.1.3 The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a Seller) for the sole purpose of a scheme for a solvent amalgamation or reconstruction of that other party;

23.1.4 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a Seller) other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction of that other party;

23.1.5 The other party (being an individual) is the subject of a bankruptcy petition or order;

23.1.6 A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

23.1.7 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a Seller);

23.1.8 The holder of a qualifying charge over the assets of the other party (being a Seller) has become entitled to appoint or has appointed an administrative receiver;

23.1.9 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

23.1.10 Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 23.1.2 to clause 23.1.9 (inclusive);

23.1.11 The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

23.1.12 (In favour of the Seller only) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

23.1.13 The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

23.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract or any other contract between the Buyer and the Seller on the due date for payment.

23.3 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if:

23.3.1 The Buyer fails to pay any amount due to the Seller under this Contract or any other agreement between the Seller and the Buyer on the due date for payment;

23.3.2 the Buyer becomes subject to any of the events listed in clause 23.1.2 to clause 23.1.9 or the Seller reasonably believes that the Buyer is about to become subject to any of them; or

23.3.3 There are outstanding disputes concerning any supply of goods or provision of services by the Seller to the Buyer.

23.4 On termination of the Contract for any reason:

23.4.1 The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

23.4.2 the Buyer shall return all of the Seller's Goods which have not been fully paid for. If the Buyer fails to do so, the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this contract;

23.4.3 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and

23.4.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

24. Waiver

24.1 A waiver of any right under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Variation

25.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

25.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

26. Law and Jurisdiction

25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).