

# CONDITIONS OF SALE

## 1. INTERPRETATION

In this contract, the singular shall imply the plural and vice-versa unless the context demands otherwise.

## 2. FORMATION OF CONTRACT

- (a) Any order whether based on this quotation or otherwise shall be in writing and subject to the following conditions which shall be deemed to be incorporated in every contract made pursuant to such quotations or orders for the supply of Goods and which shall be to the exclusion of all terms contained in any document issued by the Purchaser.
- (b) Quotations, offers and tenders are for the quantity of the Goods for which quotations are given by TextLink Limited (hereinafter referred to as "the Company"), and the Company reserves the right to refuse acceptance of any order which constitutes only part of the quantity of Goods forming the subject of the quotation, offer or tender.

## 3. PERFORMANCE OF CONTRACT

In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way interfered with by acts of God, fire, accidents, war, strikes, lock-outs or other contingencies beyond the Company's control, the Company may at its option suspend performance or cancel the obligation without liability for loss. Such suspension or cancellation to be without prejudice to the Company's right to recover all sums in respect of instalments already delivered.

## 4. PRICE

Goods are invoiced and deemed to be sold at the prices ruling at date of acceptance of order.

## 5. VAT

The prices contained herein do not include Value Added Tax and to the extent that the supply of Goods or services by the Company in pursuance of this Quotation/Contract is chargeable with Value Added Tax to the gross amount of such Tax shall be added to the price at the rate applicable at the date of despatch.

## 6. PAYMENT

Prices are quoted net unless otherwise stated, and subject to satisfactory bank and/or trade references, accounts shall be due for payment 30 days from date of invoice.

## 7. DELIVERY

- (a) Delivery terms quoted are subject to confirmation after receipt of order together with full specification and/or fully dimensioned working drawings if applicable. Whilst the Company will use its best endeavours, no guarantee or warranty as to rate or time of delivery is given or implied. The Company does not accept orders under penalty for late delivery unless by negotiation.
- (b) Carriage will be charged extra, except when quoted as included in price.
- (c) Where consignments are at the request of the Purchaser forwarded by any conveyance involving a higher Carriage charge than would be incurred by the use of the Company's usual mode of convergence, such extra charge will be debited to the Purchaser.

## 8. NOTIFICATION OF LOSS, DAMAGE OR NON-DELIVERY

In order to comply with our carriers' or carrier's conditions, it is necessary for the Consignee to give written advice within three days of the receipt to both the delivery station and the Company's registered office in the event of either damage or loss to any consignment. Consignments received damaged or short delivered must be so endorsed on our carrier's or carriers' consignment note(s) in order to substantiate any claim. In case of non-delivery, this Company must be advised within 21 (twenty-one) days from the date of the Advice Note. Advice to the carrier is no substitute for advice to the Company. If, as a result of non-compliance with the above conditions, any subsequent claim be refused by carriers, the entire loss must be borne by the Consignee.

## 9. INTELLECTUAL PROPERTY

- (a) The Purchaser shall indemnify the Company against all damages or other expenses for which the Company may become liable for infringement of any intellectual property right or rights through the making or selling of Goods in accordance with the Purchaser's specifications.
- (b) All intellectual property rights related to or contained in the Goods shall reside with the Company unless the contrary is expressly agreed with the Purchaser by the Company in writing.

## 10. PASSING OF PROPERTY AND RISK

- (a) Notwithstanding delivery or passing of risk thereon, the property in the Goods shall remain in the Company until payment in full has been made to the Company by the Purchaser for the Goods and all other sums due to the Company at the date of delivery of the Goods and until such time the Purchaser shall hold the Goods as bailiff in fiduciary

capacity for the Company and any cheque given by the Purchaser to the Seller shall not be treated as payment until it has been cleared.

- (b) For so long as the property in the Goods remains in the Company:-
  - (i) shall store the Goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property.
  - (ii) Subject to sub-clause (iii) below, the Company shall be at liberty to sell or use the Goods in the ordinary course of the Purchaser's business at full market value for the account of the Company. Any such dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's own behalf and the Purchaser shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with any other money or paid into any overdrawn Bank account and shall be at all material times identified as the Company's money.
  - (iii) The Purchaser's liberty to sell or use shall be automatically terminated on the occurrence of any of the events referred to in clause 13 whereupon all amounts owed by the Purchaser to the Company shall become payable immediately and the Company shall be entitled to enter any premises of the Purchaser and to remove any Goods which are the property of the Company.
- (c) Any liability of the Company for damage caused to Goods in transit prior to delivery by the Company or its hauliers is restricted to damage occurring to Goods which have their point of delivery within Great Britain.

## 11. INSPECTION

Independent testing and inspection, if specified by the Purchaser or its agent, shall be at the Company's works or those works of a supplier or sub-contractor. All fees incurred in connection with such testing and inspection will be charged extra to the Purchaser's account.

## 12. REJECTION

In any case where the Purchaser shall allege that Goods delivered under any contract with the Company are defective (otherwise by loss or damage in transit) the Purchaser shall notify the Company in writing of such allegation within 1 (one) month of the delivery of the Goods complained of, and if the Company having been so notified shall be satisfied that the same Goods are defective, the Company's liability will be limited to free rectification or replacement at the Company's discretion, to the Purchaser at the place of execution or delivery of the original article.

## 13. TERMINATION

All sums payable under each contract shall become due and payable immediately upon the happening of any of the following events:-

- (i) any sums due under that or any other contract with the Purchaser are not paid in full or the due date; or
- (ii) the Purchaser shall have a Receiver of its assets appointed, or shall enter into liquidation (other than voluntary liquidation for the purpose only of amalgamation or reconstruction) or, being an individual, commits an act of Bankruptcy or has a receiving order made against him; or
- (iii) any judgement is granted against the Purchaser and it is not paid out within seven days, or if any distress or execution is levied or threatened against any assets of the Purchaser; or
- (iv) the Purchaser, being a Company, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser stops payment or becomes apparently insolvent.

## 14. RESTRICTION OF CONSEQUENTIAL LOSS

The liability of the Company and its servants or agents for loss, injury, damage or claims of any kind whatsoever arising out of or in execution of this contract is restricted to the loss to third parties arising from defects in the products of the Company supplied to those third parties which cause either accidental damage to the property of those third parties or injury to the person of those third parties notwithstanding any negligence on the part of the Company or of any person for whom the Company may be responsible. The maximum liability of the Company in respect of any such loss to a third party arising from a particular occurrence is the price paid by the Purchaser to the Company for the Goods. No claims for consequential loss or damage or injury or cost will be accepted unless specifically agreed for in an individual contract.

## 15. APPLICATION FOR THESE CONDITIONS

The conditions will apply to all orders placed with the Company, whether or not these conditions accompany any quotation, estimate or offer made by the Company.

## 16. CANCELLATION

Orders placed cannot be cancelled except with the Company's consent and on terms which will indemnify the Company against loss. Goods returned without the Company's consent will not be accepted for credit.