

1. DEFINITIONS AND GENERAL

- (a) The "Seller" means Kent Modular Electronics Limited.
- (b) The "Purchaser" means the person, firm or body corporate, which buys or has agreed to buy the goods or services.
- (c) The "Contract" means the agreement between the Seller and the Purchaser, which incorporates these conditions.
- (c) The "Goods" means any item of whatsoever nature, which is to be sold or supplied by the Seller under the contract.
- (d) The "Services" means all work to be furnished by the Seller under the Contract.

These Standard Terms and Conditions of Sale shall apply to and form part of every Contract of sale entered into by the Seller. All orders are accepted and executed on the understanding that the Purchaser is bound by these Standard Terms and Conditions of Sale, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is accepted or purport to be accepted or made by the Purchaser.

No Contract of sale shall come into being unless and until the Purchaser has accepted these Standard Terms and Conditions of Sale either expressly or by implication.

2. LIMITS OF CONTRACT

The Contract includes only such Goods and Services as are specified in the quotation or acknowledgment accompanying these Standard Terms and Conditions of Sale.

3. PRICES

(a) Unless otherwise expressly stated to be firm for a period, the Seller reserves the right to increase quoted prices after acceptance of the Purchaser's order under the following circumstances:

- Increases in the cost of labour, materials and other costs, which take effect between the acceptance and delivery of the order, or that part of the order that remains undelivered at the time of such increase.
- In the case of imported Goods, the price ruling at the date of despatch will be determined by fluctuations in currency exchange rates and importation duties and taxes which have taken place in the period between the date of the Contract and the date of despatch to the Purchaser.
- Losses or additional costs incurred as a result of the Purchaser's cancellation, alteration or rescheduling of all or part of the order. Acceptance being entirely at the discretion of the Seller and in no respect reducing the Purchaser's liability under the Contract.
- The Purchaser's failure to provide necessary information, or the provision of erroneous information with or without the effect of the timely completion of the Contract.

(b) Unless otherwise specified, all prices stated are ex-Seller's works, and exclude all taxes, delivery, duty and insurance.

(c) All invoiced price discrepancies must be notified by the Purchaser to the Seller within 14 days of the date of the invoice.

4. DELIVERY

(a) All times and dates for delivery of the Goods and Services are given in good faith by the Seller, but are approximate only and shall not be deemed to be of the essence of the Contract. The Seller shall not be liable for any loss or damage whether direct, indirect or consequential, however the same arises, resulting from late delivery or provision of the Goods. The Purchaser shall not be entitled to treat the Contract as repudiated by reason of such late delivery.

(b) Unless otherwise stated in writing the Seller shall be entitled to make partial deliveries of the Goods.

(c) Any claim for non-delivery or damaged Goods on delivery must be made within three working days of receipt of the Seller's invoice or the goods, respectively.

5. PAYMENT

(a) If a credit account facility is granted by the Seller to the Purchaser, unless otherwise agreed in writing, payment is due without deduction for whatever reason on or before the last working day of the month following the date of the invoice. All accounts are payable on demand, and the Seller reserves the right to withdraw any credit account facilities.

(b) Time of payment shall be of essence to the Contract.

(c) Without prejudice to any other rights the Seller may have, the Seller is entitled to charge interest at 8% above the current Bank of England base rate or such other rate of interest as shall be determined under the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue payments.

(d) Additionally, and without prejudice to its other rights, the Seller shall be entitled to recover all direct expenses reasonably incurred by the Seller in collecting or attempting to collect amounts of the price outstanding.

(e) If the Purchaser fails to make payment in accordance with these Standard Terms and Conditions of Sale, the Seller reserves the right in its absolute

discretion and without prejudice to any of its other rights or remedies to suspend all further deliveries until such payment has been made in full, together with any other amounts owing to the Seller, whether the due date for payment has been reached or not, if so requested by the Seller or, at the Seller's option, to cancel the balance of the order. In either case, the Seller shall hold the Purchaser liable for costs incurred in respect of Goods in the course of manufacture or ready for despatch.

(f) The Seller shall be entitled to bring an action for the price or part thereof, whether or not the property in the Goods has passed.

6. WARRANTY AND RETURNS

(a) The Seller warrants that, unless otherwise agreed in writing, the Goods supplied shall be free from defects arising from bad workmanship or materials for a period of twelve months from the date of despatch.

(b) The Seller warrants that the Services provided shall be free from defects of workmanship for a period of three months from the date of invoice.

(c) The Seller shall, at its option, repair or replace Goods accepted for return under warranty free of charge to the Purchaser, providing that the Goods are returned carriage paid to the Seller.

(d) Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable whether in contract, tort or otherwise to the Purchaser by reason of any representation (unless fraudulent) or any implied warranty, condition or other term as to quality or fitness for purpose and will bear no liability for any defect, save as stated in Clauses 6(a), 6(b) and 6(c). The Seller shall bear no liability for any indirect or consequential loss, however the loss occurred.

(e) The Seller will not be liable for misuse or damage incurred after delivery to the Purchaser. Normal degradation in display quality with age or operation outside of specified limits does not constitute warranty.

(f) Electronic displays may incorporate static sensitive devices and the Purchaser has the responsibility to handle such goods in accordance with electronics industry standards.

7. TECHNICAL SPECIFICATIONS

The Seller reserves the right to have full freedom to make design, engineering, or component changes to the Goods, providing that compliance of the Goods with the functional specifications and mandatory requirements are not adversely affected.

8. RETENTION OF TITLE

(a) The risk in the Goods shall pass from the Seller to the Purchaser upon delivery of such Goods to the Purchaser. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Purchaser until the Seller has received the cleared payment in full for all Goods delivered to the Purchaser under this and all other contracts between the Seller and the Purchaser for which payment of the full price of the Goods there under has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other Contracts between the Seller and the Purchaser under which the Goods were delivered.

(b) The Purchaser shall be responsible for full insurance of the Goods subject to Clause 8(a).

9. FORCE MAJEURE AND OTHER CIRCUMSTANCES

The Seller shall be entitled without liability on its part and without prejudice to its other rights, to terminate the Contract or any unfulfilled part thereof, or to suspend or make partial deliveries or to extend the dates for delivery, if the proper performance of the Contract by the Seller is hindered or delayed whether directly or indirectly by reason of strikes, lockout, riot, war, act of God, insurrection, civil disturbance, fire, flood, interference by any government authority, or any other cause beyond the reasonable control of the Seller that cannot be reasonably overcome.

10. CANCELLATION

The Purchaser shall recompense the Seller for any losses incurred by way of cancellation of any Contract or the rescheduling of the same by the Purchaser.

11. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Contract shall be governed by English law and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the jurisdiction of the Courts of England.