

CHARNTEC ELECTRONICS LTD

CONDITIONS OF SALE

The following are the terms and conditions under which this quotation is made, except where modified in writing by us: -

1. PRICES

All prices quoted are those ruling at the time of quotation. We reserve the right to charge prices ruling at the date of despatch of equipment from the factory door. In the case of imported goods, prices unless otherwise stated are inclusive of insurance, freight and handling charges from the country of origin and are based on the current foreign exchange rates. Unless stated otherwise prices do not include import duty, levies or other taxes which may be in force at the time of landing. VAT will be charged at the rate in operation at the relevant tax point date. We reserve the right to adjust prices as necessary to cover any alterations in exchange rates between date of quotation and date of delivery.

2. TERMS

Settlement terms for goods supplied under this quotation and any duty or levy which may be chargeable are strictly nett 30 days following the date of this invoice.

3. DELIVERY

Delivery dates are quoted without engagement, although every endeavour will be made to adhere to them. In no circumstances shall we be liable for the delay in delivery arising from any cause beyond our control. Offers 'ex-stock' are subject to the goods being unsold at the time of receipt of order. All delivery times are calculated from the date of acceptance of order or from the date upon which all outstanding technical details are resolved, whichever is the later. Unless otherwise stated, prices quoted exclude delivery to the specified address.

4. GUARANTEES

Unless stated to the contrary, we undertake to implement manufacturers' guarantees in accordance with their published statements.

5. CANCELLATIONS

Orders can be cancelled with our consent and on terms which indemnify us against loss.

6. DAMAGE OR LOSS IN TRANSIT

Claims for damages or shortages must be notified in writing to the Carriers and to us within three days after delivery, otherwise the Company cannot accept responsibility for such damage or shortage. In the case of non-delivery we must be notified within seven days of the date of despatch, as shown on our Invoice/Advise Note.

7. BANKRUPTCY

If the Purchaser shall become bankrupt or insolvent or compounds with his creditors or being a limited company commences to be wound up or suffers a receiver to be appointed we shall be at liberty to treat the contract as repudiated and shall be relieved of any further performance and this shall be without prejudice to our right for claim for breach of contract.

8. LIABILITIES

We shall not be liable in any event for consequential loss or damage.

9. FORCE MAJEURE

If the contract shall become impossible to perform in whole or in part by means whatsoever outside our control, including war, invasion, act of foreign enemy, hostilities, civil war, rebellion, civil strife, force majeure, Government action, strikes and/or industrial dispute, we shall rescind the contract. In this event the Purchaser shall pay us a portion of the contract price proportionate to the work done by us towards performance of the contract up to the date of such cancellation calculated on cost plus overhead basis.

10. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between us and the Purchaser upon, in relation to, or in connection with the contract, either party give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a single arbitrator to be mutually agreed upon.

11. LEGAL CONSTRUCTION

The rights and obligations of the parties arising under this contract shall be determined and the terms and conditions thereof shall be construed according to English law.

P.O. BOX 477, Eastleigh, SO50 0AR. UK. Tel: +44 (0) 1962 735718. Fax: +44 (0) 1962 736756.

R.F. Quaife (Managing Director), P. Chandler (Secretary).

VAT Reg. No. 329 6857 11 Registration No. 143822. Registration Office: 10 Victoria Road South, Southsea.