

PLEASE READ THE FOLLOWING NOTES AND CONDITIONS CAREFULLY AS THE CONDITIONS WILL FORM THE BASIS OF THE CONTRACT FOR YOUR PURCHASE OF GOODS OR SERVICES FROM C & S COMPONENTS LTD. YOU SHOULD ONLY PROCEED WITH YOUR ORDER OR LETTER/CONTRACT OF ENGAGEMENT IF THE CONDITIONS ARE TOTALLY ACCEPTABLE TO YOU.

1.0 THE AGREEMENT

1.1 This Agreement sets out the standard conditions for the sales by a C & S Components Ltd of goods or products and services (the 'Goods' or 'Services') to the exclusion of all other written or verbal representations, statements, understandings, negotiations, proposals or agreements including and terms and conditions which the Buyer may purport to apply under any purchase order, order confirmation or similar document of engagement.

1.2 All orders for Goods or Services shall be deemed to be an offer by the Buyer to Purchase Goods or Services pursuant to these Conditions.

1.3 Acceptance of delivery of the Goods or Services shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

1.4 No servant or agent of The Company has authority to agree any variation or addition to these Conditions or to make any representations or give any warranties in respect of the Goods or Services. Any addition to or variation of these Conditions must be authorised by a director of The Company in writing. A list of the directors will be provided on request.

2.0 INTERPRETATION

2.1 In this Agreement:

2.1.1 'Buyer' shall be any person or organisation from whom a Purchase Order is received, or in the case of services a Letter or Contract of Engagement is received.

2.1.2 An 'Order Acknowledgement', if so requested by a Buyer, shall be the acknowledgement of the Purchase Order by The Company. The Order Acknowledgement may be communicated by post, fax, e-mail, and telex or by telephone. An Order Acknowledgement shall be deemed effective as soon as an Acknowledgement Order Number has been passed to the Buyer.

2.1.3 'Performance' shall be the delivery of the Goods and/or the carrying out of the Services.

2.1.4 'Performance Date' shall be the date specified by The Company when the Goods are to be despatched or, in the case of the Services, the date when the installation or other services is to begin.

2.1.5 'Price' shall be the price for the Goods and Services excluding VAT. The costs of packing and

carriage if applicable are not included in the price and will be charged as additional items.

2.1.6 'Purchase Order' shall be the description of the Goods or Services that the Buyer requires and shall include a Purchase Order Number. A Purchase Order may be communicated by post, fax, e-mail, telex or by telephone. A Purchase Order shall be effective as soon as it is received by The Company.

2.1.7 'Purchase Order Number' shall be the number allocated by the Buyer to a Purchase Order.

2.1.8 In the case of Services, a Letter or Contract of Engagement must be received by The Company in hard copy format and contain a Performance Date, this Letter or Contract of Engagement only being legally accepted by both parties once signed by both parties and signed copies exchanged.

2.2 Words denoting the masculine gender include the feminine and neuter and vice versa and words denoting the singular include the plural and vice versa.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

3.0 ORDERING PROCEDURE

3.1 In the case of Goods, it is envisaged that most orders by prospective buyers will be made by telephone although these Conditions will be equally applicable to orders for Goods communicated by other means. The steps that will normally be taken are:

3.1.1 The prospective buyer will telephone The Company to discover whether The Company is able to source the Goods (an 'Enquiry'). The Enquiry should include a specification of the Goods, the quantity required and, where applicable, the part number(s) and any manufacturing date restriction (date code) that the Buyer may require.

3.1.2 The Company will endeavour to locate the Goods and will provide the Buyer with a quoted price (the 'Quotation'). All Quotations are valid for 7 days or whilst the Goods are available whichever shall be the shorter. Quotations may be given by telephone, fax, and ordinary post or by e-mail or telex.

3.1.3 If the Quotation is acceptable, the Buyer will proceed with a Purchase Order. The Company will not take any action to secure or obtain the Goods until a Purchase Order is received.

3.1.4 On receipt of the Purchase Order, The Company will confirm with it's supplier(s) that the

Goods are still available and, begin the process of securing and supplying the Goods. If The Company's supplier(s) is/are unable to confirm availability, the Purchase Order may be rejected.

3.2 The description and quantity of the Goods shall be stated in the Purchase Order. Any variance whatsoever, whether by The Company or The Buyer, is only acceptable in writing.

3.3 The Company may cancel any contract at any time before the Goods are delivered or the Performance Date of the Services by giving written or verbal notice. On giving such notice then The Company shall promptly repay to the Buyer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

3.4 All Purchase Orders are only accepted on the condition that they are non cancellable and the Goods non returnable unless otherwise agreed in writing by the Company. In the event that the Company, in exceptional circumstances, does agree, in writing, to a Purchase Order being cancelled and to any Goods previously delivered to the Buyer being returnable then the Buyer shall fully indemnify the Company for all or any costs that The Company may incur or suffer as a consequence of the cancellation including, but not limited to, the full price of the Goods or Services.

3.5 Where the Buyer wishes to cancel an order and return Goods after Delivery, the Buyer shall obtain prior authorisation in writing from The Company in the form of a 'Return Number' before returning the Goods. The Buyer shall be responsible for all costs associated with the return of the Goods, which must be received by The Company within 7 days of the issue of The Company's 'Return Number' and with the original packing note issued by The Company.

4.0 PAYMENT AND PRICE

4.1 The Price shall be The Company's quoted price or any revised price given in the Order acknowledgement whichever is later.

4.2 The Company reserves the right to pass on to the Buyer any increased costs in obtaining the Goods where such increased costs are incurred between the date of the Order acknowledgement and the Delivery Date.

4.3 The Price, together with any VAT, shall be due on Delivery, unless Proforma, CWO or COD terms apply, and must, in any event, be paid within 30 days of the date of the invoice unless both parties agree in writing to the contrary. Time for payment shall be of the essence.

4.4 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 4% above the base rate of HSBC Bank from time to time in force and shall accrue at such a rate after as well as before any judgement.

5.0 DELIVERY OF GOODS

5.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods during normal business hours whenever they are tendered for delivery.

5.2 All Goods will be packed to The Company's normal specification. The containers and Packaging shall not be returnable unless the Buyer is advised otherwise prior to the Date of Delivery.

5.3 The Company shall arrange for the carriage of the Goods to the Buyer's address. The costs of carriage and any insurance which The Company reasonably incurs shall be reimbursed by the Buyer without any set-off or other withholding whatever and shall be due on the date for payment. The carrier shall be deemed to be The Company's agent.

5.4 The Buyer shall be responsible for ensuring that the Goods satisfy all inspection criteria as itemised in 8.1, 8.2 and 8.3 and conform and perform technically, physically, by part number and date code, if applicable with any specification, data or other literature published by the Manufacture of the Goods.

5.5 Where the Buyer's address for delivery is outside the UK, the Buyer may make its own arrangements for the collection and carriage of the Goods but, where The Company arranges delivery:

5.5.1 The Buyer shall be entirely responsible for obtaining import and/or export licenses and consents as may be required at the cost of the Buyer; and

5.5.2 The Buyer shall be entirely responsible for ensuring that any regulations regarding quotas are complied with and any duties are paid.

5.6 Release documentation and/or Certificates of Conformity for Goods supplied from bonded stock can be supplied provided that a request for such documentation is made with the Purchase Order. A surcharge may be levied for such documentation. Such documentation may not be issued retrospectively.

5.7 The Goods shall be at the Buyer's risk from delivery.

5.8 If the terms of a Buyer's Purchase Order stipulate that the Goods or Service are to be delivered by instalments, (scheduled delivery), and/or no specific delivery date(s) is/are specified on the Buyer's Purchase Order then the Company only accept the Purchase Order on the condition that the final delivery, to complete the Purchase Order, will be accepted, and paid for, by the Buyer within 12 calendar months of the Buyer placing the Purchase Order unless an alternative delivery schedule is agreed, and confirmed in writing, by the Company. Where The Company delivers the Goods by separate instalments, each separate instalment shall be invoiced

and paid for in accordance with these Conditions. The Company reserves the right to suspend deliveries of subsequent instalments if payment has not been received for earlier instalments.

5.9 The failure of The Company to deliver or the failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due dates shall not entitle either party to treat the contract as repudiated.

5.10 The Company shall not be liable for any loss or damage whatever due to failure by The Company to deliver the Goods (or any of them) promptly or at all.

5.11 Notwithstanding that The Company may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered within a reasonable time.

5.12 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action fire, flood, drought, storm or other event beyond the reasonable control of either party.

6.0 DELIVERY OF SERVICES

6.1 Delivery of the Services shall be made by The Company in accordance with the Duties, Details, Terms and Conditions contained within the Letter or Contract of Engagement signed and exchanged between the Buyer and The Company as in 1.4.8 above.

7.0 WARRANTIES

7.1 Where Goods are supplied sealed in the manufacturer's packaging, The Company gives no warranty that the Goods will correspond with the description.

7.2 Where the Goods or any component in them, are manufactured by any person other than The Company and those Goods or components are covered by a warranty from their manufacturer, then The Company's liability under this warranty to repair or replace those Goods or components ends at the end of the period of the warranty provided by the manufacturer.

7.3

Any warranty or guarantee will cease where the Goods are:

7.3.1 Modified;

7.3.2 Used, operated stored or maintained other than in accordance with any literature provided by The Company or the manufacturer; or

7.3.3 Fitted to equipment not recommended by The Company or the manufacturer.

7.4 C & S has no way of guaranteeing whether any product supplied is RoHS or non-RoHS Compliant and can therefore only pass on our suppliers assurance which will be printed on our invoice/despatch documentation.

8.0 ACCEPTANCE OF THE GOODS AND SERVICES

8.1 The Buyer must inspect the Goods on delivery and shall within 3 days of delivery of the Goods, notify The Company and The Company's carrier in writing, by means of a recorded or verifiable transmission method, of any damage to the packaging of the Goods, and/or damage to the Goods and/or shortage of the Goods.

8.2 The Buyer shall be responsible for ensuring that the Goods conform and perform mechanically, electrically, electronically, physically and by any part number and/or date code to the specification and/or description given on the Buyer's order and confirmed by The Company's Confirmation of Order, if transmitted, and that the Goods are fully able, in form, fit and function, to perform to the Buyer's total satisfaction within the specific application for which the Buyer has ordered the Goods and any failure to so conform or perform must be reported to The Company in writing by a recorded or verifiable transmission method, together with a comprehensive qualified engineer's report, within 21 days of the date of despatch of the Goods by The Company.

8.3 If the part number, and date code if specified, of the Goods corresponds to the Buyer's order and The Company's Order Confirmation if transmitted and the Goods conform and perform to the Manufacture's published specification, then the Goods must be assumed to be acceptable to the Buyer. Failure of the Goods to conform or perform to the Manufacture's published specification must be established by the Buyer and reported to The Company in writing by a recorded or verified transmission method, together with a comprehensive, qualified engineer's report, within 21 days of the date of despatch of the Goods by The Company.

8.4 If the Buyer fails to report any failure or discrepancy as itemised in 5.4, 8.1, 8.2, or 8.3 above then the Goods shall be assumed, by The Company, to satisfy all aspects or conditions of the contract and free from any defect or damage which would be apparent by adhering to the examination and test procedures of the Goods as detailed in 5.4, 8.1, 8.2 or 8.3 above and the Buyer shall be deemed to have unreservedly accepted the Goods.

8.5 Where notification is given under 5.4, 8.1, 8.2, or 8.3 above the Buyer shall afford The Company an opportunity to inspect the Goods, should The Company so desire, within a reasonable time from the date of notification before any use is made of the goods.

8.5 Where notification is given under 5.4, 8.1, 8.2, or 8.3 above the Buyer shall afford The Company an opportunity to inspect the Goods, should The Company so desire, within a reasonable time from the date of notification before any use is made of the goods.

8.6 No Goods shall be returned to The Company following non-conformity in 5.4, 8.1, 8.2 or 8.3 without The Company having issued to the Buyer an RMA (Return Material Authorisation) number.

8.7 In respect of Services, The Company shall assume that the Buyer accepts that The Company is fulfilling all of its Duties unless The Company is informed to the contrary by the Buyer in accordance with the procedures set out in the Letter or Contract of Engagement exchanged between parties as in 2.1.8 above.

9.0 RETENTION OF TITLE

9.1 In spite of Delivery having been made, property in the Goods shall not pass from the Seller until:

9.1.1 The Buyer shall have paid the Price plus VAT in full; and

9.1.2 No other sums whatever shall be due from the Buyer to The Company.

9.2 Until property in the Goods passes to the Buyer in accordance with clause 9.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for The Company. The Buyer shall store the Goods (at no cost to The Company) marked in such a way that they are clearly identified as The Company's property.

9.3 Notwithstanding that the Goods (or any of them) remain the property of The Company, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of The Company. Any such sale or dealing shall be a sale or use of The Company's property by the Buyer on the Buyer's own behalf and the Buyer 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 other money or paid into any overdrawn bank account and shall be at all material times identified as The Company's money.

9.4 The Company shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from The Company.

9.5 Until such time as property in the Goods passes from The Company to the Buyer, the Buyer shall upon request deliver up to The Company such Goods as have not ceased to be in existence or resold. If the Buyer fails to do so The Company may, with or without prior notice and entirely at the discretion of The Company and without any objection from the Buyer enter upon any premises owned or occupied or controlled by the Buyer where Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 9.3 shall cease.

9.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of The Company. Without prejudice to the other rights of The Company, if the Buyer does so all sums whatever owing by the Buyer to The Company shall forthwith become due and payable.

9.7 The Buyer shall, from Delivery onwards, insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of The Company until the date that property in the Goods passes from The Company, and shall whenever requested by The Company produce a copy of the policy of insurance. Without prejudice to the other rights of The Company, if the Buyer fails to do so all sums whatever owing by the Buyer to The Company shall forthwith become due and payable.

9.8 No right or licence is granted under any contract of sale to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use the Goods.

9.9 If it is alleged that the Goods infringe any intellectual property rights of any third party, the Buyer shall:

9.9.1 Promptly notify The Company of the allegation.

9.9.2 Allow The Company to dispute or defend the allegation and any legal proceedings relating to it in such manner as The Company thinks fit and to have sole control, at The Company's expense, of any litigation and/or negotiations relating thereto.

9.9.3 Not without The Company's consent make any admission of liability.

10.0 LIABILITY FOR GOODS AND SERVICES

10.1 In the event of any breach of this contract by The Company the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of The Company exceed the Price of the Goods or Services.

10.2 The Company shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by The Company of this contract.

10.3 All warranties and conditions whether implied by statute or otherwise are excluded provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of The Company or affect the statutory rights of a buyer dealing as consumer.

10.4 The Company shall not be liable to the Buyer for any late or short delivery of Goods or late performance of Services unless wholly caused by The Company's own negligence or breach of contract.

10.5 The Company will not be responsible for damage or injury arising from incidents which are beyond the control of The Company or are due to the Buyer's negligence or ignorance in failing to apply basic safety inspections or other precautions to safeguard the Goods, the installation of the Goods or persons coming into contact with or using the Goods.

10.6 The Buyer agrees to indemnify The Company against any damages, losses, costs, claims or expenses incurred by The Company in respect of any claim brought against The Company by any third party for any loss injury or damage wholly or partly caused by the Goods or Services or their use following delivery of the Goods to the Buyer provided that this clause will not require the Buyer to indemnify The Company against any liability for The Company's own negligence.

10.7 The Company shall have no liability for any statement, representation or warranty given in any technical specification or other literature supplied by the manufacturer or other distributor.

11.0 LAW OF THE CONTRACT

11.1 This contract is subject to the laws of England and Wales.

11.2 Any dispute arising from the application of these Conditions shall be settled by arbitration if the value of the claim exceeds the small claims limit.

11.3 Nothing in this clause shall prevent the Buyer from commencing proceedings against The Company in any other court of competent jurisdiction nor shall the commencement of proceedings in one or more jurisdictions preclude the commencement of proceedings in any other jurisdiction whether concurrently or not.

12.0 MISCELLANEOUS

12.1 If the Buyer fails to make payment for the Goods or services in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of any administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods or

Services shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights it may have:

12.1.1 Suspend all future deliveries of Goods or Services to the Buyer and / or terminate the contract without liability on its part;

12.1.2 Exercise any of its right pursuant to clause 9.

12.2 The Company reserves the right to record telephone conversations to and from its offices.

12.3 If any of the words or provisions of these Terms and Conditions shall be deemed to be invalid for any reason then these Terms and Conditions shall be read as if the invalid provisions had to that extent been deleted and the validity of the remaining provisions of these Terms and Conditions shall not be affected.