

TERMS & CONDITIONS OF BUSINESS

1 DEFINITIONS

1.1 In these conditions the following terms shall have the following meanings:

"Company" TRITEQ Limited Registered Number 2757740. The registered office of which is at 3 The Courtyard, Stype, Hungerford, Berks RG17 ORE.

"Customer" the customer of the Company.

"Contract" any contract for the sale of Goods and/or Services by the Company to the Customer.

"Design or Consultancy Services Contract"

a Contract in which the Company provides Services of a Design or Consultancy nature.

"Goods" any goods forming the subject of the Contract including parts and components of or materials incorporated in them or as detailed on the Company's order and acceptance form or Proposal.

"Services" any service forming or included in the subject of the Contract including man hours or as detailed on the Company's order and acceptance form.

"Price" the price as detailed on the order and acceptance form or in the case of a Design or Consultancy Services Contract as detailed in the Proposal.

"Proposal" the price quotation and Contract particulars document for a Design or Consultancy Services Contract. This may be in the form of a detailed development proposal, a short form quotation or similar document providing a description of the services and estimated price

"Acceptance" the acceptance of the quotation by completion and signature of the Customer Acceptance form contained in the Proposal, or by other means of communication affirming acceptance of the proposal.

2 QUOTATION

2.1 Quotations by the Company unless otherwise stated in them shall be open for acceptance within 30 days of the date of the quotation.

2.2 Quotations in respect of Design or Consultancy Services Contracts shall be detailed in a Proposal. A Proposal may be divided into stages of work that will be invoiced independently and separately.

2.3 Any quotation given by the Company in relation to a Design or Consultancy Services Contract shall be valid for 60 days and if acceptance of the quotation by the Customer has not been communicated to the Company by the expiry of such 60 day period, shall then lapse.

2.4 Where changes to the work to be carried out under a Goods or Design or Consultancy Services Contract, which were not stipulated in the Proposal, are requested by a Customer to any work produced or to be produced by the Company, the Company will provide a new quotation for such work.

3 CONTRACT

3.1 No Contract shall come into existence until the Customer's order (however given) is accepted by the earliest of:

- the Company's receipt of the Customer's signed order and the Company's completion of its written acceptance on that order;
- delivery of the Goods; and
- the Company's invoice

or, in the case of the provision of Design or Consultancy Services Contract, upon acceptance of the Company's Proposal by the Customer being communicated to the Company by any means.

3.2 These conditions shall be incorporated in the Contract and alterations to its content are not permitted unless agreed in writing by the Customer and the Company prior to any order being placed.

3.3 The Company shall be under no obligation to accept and process any Customer order for Goods or Services.

4 PRICES

4.1 The Price for the Goods is ex-works and excludes packing, insurance and carriage/freight, VAT and other taxes and duties.



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- 4.2 The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increase in the cost of material, parts, labour, transport, changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of the Contract.
- 4.3 Price changes shall take effect on the date of service on the Customer of notice of the change or changes.
- 4.4 In the event that the Company is required to suspend production of the Goods due to the instruction of or failure to instruct by the Customer the Price for the Goods shall be increased to cover any additional costs or expenses thereby incurred by the Company.
- 4.5 Tooling charges and one-off prototype production costs for custom made components other than printed circuit boards are not included in the Price, unless specifically detailed in the proposal, and shall be invoiced by the Company additionally to the agreed Price.

5 PAYMENT

- 5.1 All invoices are payable without discount in pounds sterling within 30 days of the date of the Company's invoice and are payable at the Company's premises stated on the invoice and in no circumstances shall the Customer be entitled to make any deduction or to withhold payment for any reason.
- 5.2 Unless stated otherwise by the Company, for a Design or Consultancy Services Contract the payment terms are as follows:
- 50% of the Price of a stage identified in the Proposal, within 7 days of the Company being instructed in writing by the Customer to carry out the work on that stage of work; and
 - 50% of the Price within 30 days of the completion of the relevant stage of work.

- 5.2.1 The Company will invoice for stages separately. Upon completion of a stage of work the Company will issue the Customer with a Phase Sign Off Form. Phase Sign Off Forms are deemed to be acceptable to the Customer after the lapse of 20 days following the issue of that Phase Sign Off Form or Invoice for the stage unless The Company is informed otherwise by the Customer.

- 5.2.2 Any meetings between the Company and the Customer over and above those stipulated in the Contract or Proposal will be separately chargeable at daily rates which are dependent upon the seniority of the employee involved in the Contract or Proposal.

- 5.2.3 Disbursement costs will be charged for travel costs for the Company's employees at £0.50 per mile. Subsistence costs and out of pocket expenses for employees on secondment will also be charged at cost plus 20%.

- 5.3 Without prejudice to any other rights of the Company if the Customer fails to pay the Price invoiced for the Goods or any instalment of the said invoice Price by the due date for payment the Customer shall pay interest on any overdue amount from the date on which payment was due to the date of actual payment on a daily basis at a rate of 4% over the base rate from time to time quoted by Lloyds TSB Bank plc and shall reimburse to the Company all costs and expenses including legal costs incurred in the collection of the overdue amount.

6 TITLE

- 6.1 For the purposes of Section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third Party shall transfer only such title or rights as that Party had and has transferred to the Company.
- 6.2 Despite the earlier passing of risk title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for the Goods including interest and costs has been paid in full.
- 6.3 Until title passes the Customer shall hold the Goods as bailee for the Company and shall store or mark the Goods so that they can at all times be identified as the property of the Company.
- 6.4 The Company may at any time before title passes and without any liability to the Customer:
- repossess and dismantle and use or sell all and any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them;
- and
- for that purpose or for determining what, if any, Goods are held by the Customer and inspecting them enter any premises of or



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occupied by the Customer without obstruction or hindrance at all reasonable times.

6.5 Until title passes the proceeds of sale of the Goods shall be held in trust for the Company and shall be held in a separate designated account and not mingled with other monies or paid into any overdrawn bank account and shall at all times be identified as the Company's money.

6.6 The Company may maintain an action for the Price of the Goods notwithstanding that title in them has not passed to the Customer.

7 RISK, DELIVERY AND PERFORMANCE

7.1 The Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays the carrier's charges) at the Company's premises or other delivery point agreed by the Company.

7.2 Risk in the Goods passes when they are delivered in accordance with clause 7.1

7.3 The Company may at its discretion deliver the Goods by instalments in any sequence.

7.4 Where the Goods are delivered by instalments no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

7.5 The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered if the Company is unable to provide the full number of Goods ordered due to circumstances beyond the Companies control. The Customer will not be charged for Goods which are not delivered but may be charged for components or part completed Goods.

7.6 Any dates quoted by the Company for delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.

7.7 If the Customer fails:

- to take delivery of the Goods or any part of them on the due date;

- to provide any instructions or documents required to enable the goods to be delivered on the due date;

the Company may on giving written notice to the Customer store or arrange for the storage of the Goods, and on the service of the notice;

- risk in the Goods shall pass to the Customer;
- delivery of the Goods shall be deemed to have taken place;

and

- the Customer shall pay to the Company all costs and expenses including storage and any redelivery and insurance charges arising from its failure.

7.8 Where the Contract is a Design or Consultancy Services Contract, payment of the full amount due for the relevant stage is deemed to be acceptance of the Goods and/or Services for that stage of work.

8 DESCRIPTION

8.1 All drawings, descriptions, specifications and particulars of weights, measures and dimensions supplied by the Company are approximate only. All and any descriptions and illustrations contained in any Company advertising price lists promotions or catalogues are intended to be representative of a general idea of the Goods therein contained and as such do not form part of the Contract.

8.2 The Company will make every effort to ensure that the latest specification of the Goods is made available to the Customer, however, the Company reserves the right to incorporate any new features into the Goods or to supply new Goods which may not be strictly in accordance with any specification agreed between the Company and the Customer.

9 CLAIMS NOTIFICATION

9.1 Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified in writing by the Customer to the Company and to the carrier within 7 days of their delivery.

Any alleged defect shall be notified by the Customer to the Company within 7 days of delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within 7 days of the defect coming to the Customer's attention and in any event for Goods not manufactured by the Company the warranty period given by the manufacturer or 12 months whichever is the lesser.



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9.2 Any claim must be notified in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.

9.3 The Company shall be given reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall, if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.

9.4 The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these Conditions.

9.5 The Customer shall notify the Company immediately where the Goods are not received within 7 days of the date of the invoice for the Goods.

10 SCOPE OF CONTRACT

10.1 Under no circumstances shall the Company have any liability of whatever kind for:

10.2 any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Customer;

10.3 any Goods which have been adjusted modified or repaired except by the Company or in accordance with the manufacturer's recommendations;

10.4 the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;

10.5 any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations;

10.6 any technical information, recommendations, statement or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

10.7 any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.

11 DESIGNS AND SPECIFICATIONS

11.1 If the Goods are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall compensate the Company in full on demand for all claims, expenses and liabilities of any nature in connection with them including any claim, whether actual or alleged, that the design or specification infringes the rights of any third Party and the Customer further indemnifies the Company in respect of all and any claims, actions, demands, damages, costs and expenses for which the Company may become liable arising from any infringement or alleged infringement of any third party rights including but not limited to patent, registered design rights and copyright.

11.2 Except for any which is expressly agreed to be included in the Goods all materials, drawings, patterns, designs, specifications and other documents and data prepared and provided by the Company in connection with the Order or the Contract or supplied to the Customer shall remain its property and all technical information whether or not able to be patented, copyright and registered designs arising from the execution of any orders shall become the property of the Company.

11.3 The Customer shall use any such drawings, documents, designs and specifications only for the purposes of the Contract and shall return them carriage paid to the Company at the Company's request at any time or if no request is made on the completion of the Contract.

11.4 The Customer shall be responsible for any errors or omissions in any drawings, calculations or particulars supplied by it whether or not such information has first been approved by the Company.

11.5 Where circuit(s) and software are designed for a product to meet the Customer's requirements under a Design or Consultancy Services Contract, the Company will not be responsible for ensuring that the design is capable of meeting or complying with any specific standards or design requirements other than where the Customer has expressly stated and specified the standards or design requirements that are to apply.



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12 WARRANTY AND EXTENT OF LIABILITY

12.1 Save as specified in clause 12.3 below, the Company warrants that all Goods and Services will conform to any description of them supplied by the Company to the Customer, be of satisfactory quality and reasonably fit for purpose.

12.2 Unless otherwise specified in these terms, the duration of the warranty set out in clause 12.1 shall be six months from the date of delivery of the Goods or performance of the Services.

12.3 The warranties set out in clauses 12.1 and 12.2 does not apply to software which is changed from a version released by the Company to meet the Customer's request. Such software is supplied without any warranty as to performance but a provision for time to provide technical support and code debugging after release will be included in the quotation for the software.

12.4 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or arising from failure to perform the Contract except:

- for death or personal injury resulting from the Company's negligence;
- as expressly stated in these Conditions;

12.5 The Company shall have no liability for any indirect or consequential loss or for any loss of profit arising from or in consequence of any breach of the warranty in clause 12.1 or the negligence of the Company or any of its employees.

12.6 If the Company establishes that any Goods have not been delivered have been delivered, damaged or do not comply with their description the Company shall at its option replace with similar goods any Goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice or repair any damaged Goods.

12.7 If the Customer establishes that any Goods are defective the Company shall at its option replace with similar goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacture, assign to the Customer

(so far as the Company is able to do so) any warranties given by the manufacturer of the Goods to the Company.

12.8 The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods.

12.9 Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other part or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other part or other parts of the Goods.

12.10 No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustments alterations or other work has been done to the Goods by any person except the Company.

12.11 The Company shall not be liable where any Goods the Price of which does not include carriage are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the prices ruling at the date of dispatch.

12.12 In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value of the Goods or Services.

12.13 In relation to a Design or Consultancy Services Contract, where work is carried out pursuant to a stage of work identified in the Proposal in which the Company has produced hardware or software for the Customer, the Company warrants that the hardware and software provided will conform to any description of them supplied by the Company to the Customer, be of satisfactory quality and reasonably fit for purpose. Such a warranty will be valid for 60 days from the date that the Company issues the Phase Sign Off Form or invoice for that stage deliverable.

12.14 Where a warranty is given pursuant to 12.13 above it is the responsibility of the Customer to identify non-conformances with design specifications in any hardware or software within the 60 day period.

12.15 In relation to a Design or Consultancy Services Contract, where stage deliverables are proof of principle, prototypes or design samples or engineering samples the Company reserves the right to deliver these stages as complete by identifying any explicit non-conformances to the specification where it cannot be reasonably expected that the specification cannot be met within the scope of the work for that stage.



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12.16 In relation to a Design or Consultancy Services Contract, where stage deliverables are researching technology or principles on behalf of the Customer, the success of this work is carried out at the customers risk.

12.17 During the 60 day period specified in 12.13 the Company will, at its discretion or if specified in the Proposal and ordered by the Customer, provide engineering support to the Customer.

13 GENERAL

13.1 The Customer shall not assign or dispose of this Contract in whole or in part nor part with any interest in it or delegate any rights conferred by it.

13.2 The Company shall have a lien on all Customers' property in the Company's possession for all amounts due at any time from the Customer and may use, sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such amounts on 28 days notice in writing to the Customer.

13.3 The Company may at its discretion suspend or terminate the supply of any Goods or Services if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of those events may occur, and in case of termination the Customer may forfeit any payment or deposit paid.

13.4 Where, pursuant to a Design or Consultancy Services Contract, the Company's staff are assigned to work with that Customer either at the Customer's premises or otherwise, the Customer will not offer employment to, nor employ nor separately deal with, any staff of the Company involved in that Contract, for a period of 12 months following the completion of the Contract unless written consent is obtained from the Company. If such written consent is provided by the Company and the Customer employs or deals separately with such a former employee of the Company, the Company reserves the right to charge the customer the equivalent of 125% of the salary of such employee at the date of termination of the employment with the Company plus VAT, upon the appointment of said employee by the Customer.

14 CONFIDENTIAL INFORMATION

14.1 The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

14.2 The Company shall not at any time whatever before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Customer or any other confidential information in relation to the Customer's affairs or business or method of carrying on business.

15 CANCELLATION

15.1 Subject to clause 15.3 below, orders for Goods which have to be made or supplied especially for the Customer will be charged in full unless written notice of cancellation is received not later than 30 days before the expected delivery date quoted in the Company's order and acceptance form and manufacture of them or any components for them has not commenced at the date of that notice.

15.2 Orders for stock items may be cancelled by written notice at any time before the Goods are allocated to the Contract but if a cancellation notice is received after the Goods have been allocated to the Contract then the Customer will be liable to pay the Company a cancellation fee of 15% per cent of the value of the order or the sum of £100 whichever is the greater.

15.3 In the event that the Company agrees with the Customer to accept the return of Goods ordered by the Customer where there are no claims or complaints regarding the Goods then the Customer shall be liable to pay the Company a handling charge of 15% per cent of the value of the order or the sum of £100 whichever is the greater.

15.4 In relation to a Design or Consultancy Services Contract, where stages have been ordered and the Customer provides written notice of cancellation the Company reserve the right to invoice the full amount for any uncompleted stages of the project.

16 FORCE MAJEURE

16.1 The Company shall not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control.



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17 LAW AND JURISDICTION

17.1 The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding it.

18 NOTICES

18.1 Any notice given under the Contract shall be in writing and served personally; by registered or recorded delivery mail; by facsimile transmission; or by any other means which either Party specifies by notice to the other.

18.2 Each party's address for the service of notice shall be its address as specified in the order or acknowledgement form or such other address as that party specifies by notice to the other.

18.3 A notice shall be deemed to be served:

- if served in person, at the time of service;

and

- if served by post, 48 hours after it was posted;

and

- if served by telex or facsimile transmission, at the time of transmission.

19 SEVERENCE

19.1 If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable by any court or other authority of competent jurisdiction the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable under English Law.

20 NO PARTNERSHIP OR AGENCY

20.1 Nothing in these Terms and Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between either of the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21 CONSENTS

21.1 The Customer shall be responsible so far as the requirements for the sale and use of the Goods is concerned and at the Customer's expense, to:

- obtain all necessary consents from any competent authority for the sale of the Goods and/or supply of the Services;

and

- comply with all relevant statutes and regulations and requirements of every competent authority;

and

- produce to the Company on request evidence of the Customer's compliance with this clause;

and

- compensate the Company in full on demand for all liability resulting from any failure by the Customer to comply with any obligation under this clause.