

Standard conditions of sale

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.
- 1.5 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6 "Seller" means Contour Electronics Limited

2. Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply. Such terms will have no effect.
- 2.2 The Seller's sales representatives are not authorised to do a number of things on behalf of the Seller such as remove or vary any of these terms or introduce any other terms, written or oral into the Contract, make any representation, agree any condition precedent or enter into any collateral contract, accept any offer or counter offer made by the Buyer.

3. The Price and payment

- 3.1 The Price shall be the Seller's quoted price or the price set out overleaf exclusive of VAT. Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.2 Unless otherwise stated, prices in any quotation or given in the Seller's price lists do not include any charge for handling or delivering goods.
- 3.3 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 Nat West Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. Delivery

- 4.1.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller by the Seller delivering the Goods to that place
- 4.1.2 If the Seller shall agree to hold the Goods pending the Buyer notifying the Seller of the Buyer's required delivery date such notification and delivery must occur within 9 months of the date of the order failing which the Seller may deliver the Goods to the Buyer at any time thereafter upon prior written notice and the Buyer agrees that it shall accept and receive the Goods
- 4.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer
- 4.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated
- 4.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract
- 4.5 Delivery dates are approximate only and not of contractual effect. The Seller shall not be liable for any delay in delivery howsoever caused. Late delivery of the goods does not entitle the Buyer to reject the goods, terminate the contract or withhold payment.

5. Acceptance of the Goods

- 5.1 The Buyer shall inspect the Goods on delivery and shall **within 4 days** of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them.
- 5.2 If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 5.3 The Seller's liability to the Buyer, whether for any breach of contract or otherwise, shall not in any event exceed the Price and the Seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the Buyer or liability to third parties incurred by the Buyer.
- 5.4 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as consumer.
- 5.5 The Buyer is not permitted to cancel the Contract. If the Buyer does cancel the contract the Buyer shall pay to the Seller the sum of 100% value of the contract price representing liquidated damages to compensate the Seller.

6. Title and risk

- 6.1 Ownership of the Goods remains with the Seller and will not pass to the Buyer until the Seller is paid for all of the Goods and no other amounts are owed by the Buyer to the Seller in respect of other goods supplied by the Seller or the Buyer sells the Goods in accordance with these Conditions in which case ownership of the Goods will pass to the Buyer immediately before the Goods are delivered to the Buyer's customers. The Seller may enter the Buyer's premises and if necessary detach or remove the Goods from any other goods for the purpose of recovering or reselling any goods which remain unpaid by the Buyer.
- 6.2 Until the Buyer has paid the Seller for the Goods and all other goods which the Seller has supplied to the Buyer if the Buyer sells the Goods the Buyer shall hold the proceeds of sale on trust for the Seller in a separate bank account and the Seller may trace the proceeds of sale that the Buyer receives into any bank or other account which the Buyer maintains and if the Buyer sells the goods the Seller may require the Buyer to assign to the Seller the Buyer's rights to recover the price from its purchaser.
- 6.3 The Buyer must store the Goods separately from any other goods until they become the Buyer's property or they are attached to or incorporated in other goods or they are delivered to a purchaser from the Buyer. Risk in the goods passes on delivery in accordance with clause 4.

7. Warranties and liability

- 7.1 Subject to the conditions set out below the Seller confirms that the Goods will correspond with their specification at the time of delivery and will be free from defects on material and workmanship as at the date of delivery.
- 7.2 The Buyer shall carefully examine the goods immediately on delivery of them and shall notify the Seller in writing of any defects reasonably discoverable on careful examination. This notification must be received by the Seller within 4 days commencing with the day of delivery to the Buyer. In the absence of notification the Seller excludes all liability in respect of any defect.
- 7.3 The parties agree that the Seller limits its liability where any valid claim in respect of any of the Goods which is based on any defect on the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion, refund the Buyer the price of the Goods (or the proportional part of the price), but the Seller shall have no further liability to the Buyer.
- 7.4 The Seller shall not be liable for any consequential loss or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Seller's negligence).
- 7.5 The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside the Seller's control. Non exhaustive illustrations include act of God, war, riots, explosion, abnormal weather conditions, fire, flood, government action, strikes, lockouts, delay by suppliers, accidents and shortage of materials, labour or malfunctioning facilities. If the Seller is prevented from delivering in the above circumstances, it shall notify the Buyer of the fact in writing as soon as practicable. If the circumstances preventing delivery are still continuing 12 months from and including the date when the Seller sends such notice, then either party may give written notice to the other cancelling the contract whilst the circumstances are still continuing. If the contract is cancelled in this way, the Seller may refund any payment which the Buyer has already made on account of the price but the Seller accepts no liability to compensate the Buyer for any further loss or damage caused by the failure to deliver.
- 7.7 If the Buyer has a petition presented for winding up or becomes insolvent, passes a resolution for voluntary winding up or enters into a voluntary arrangement with its creditors, becomes subject to an administration order or has a receiver appointed of all or any of its assets then the Seller shall be entitled to treat the Contract as being at an end or suspend any further deliveries under the Contract. If the Goods have been delivered but not paid for the price shall become due immediately regardless of any previous agreement to the contrary.

8. Miscellaneous

- 8.1 This contract is subject to the law of England and Wales and all disputes arising out of this contract shall be the subject to the jurisdiction of the Courts of England and Wales.
- 8.2 The Court may strike out or override any part of these Conditions which it considers unreasonable, invalid or unlawful and enforce these Conditions as if the offending part had never been contained in it.
- 8.3 Neither party may assign, charge or sub contract the Contract or any part of it without the other's prior written consent.
- 8.4 Any notice which is given under these Conditions may be either delivered personally or posted.

9. Covid-19

We will endeavour to keep to the scheduled dates shown, but whilst we are in the mist of the Covid-19 pandemic we cannot guarantee nor be made liable for any consequences of late or partial deliveries.

10. EXPORT CONTROL

The Sale, resale or other disposition of certain Goods and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. The purchaser agreed to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Goods to any country to which such export or transmission is restricted or prohibited. The Purchaser acknowledges its responsibility to obtain any license to export, re-export or import as may be required.