

TERMS & CONDITIONS OF SALE:

1. CONTRACT TERMS & CONDITIONS:

In these Terms & Conditions "The Company" means ASP Electro Technology Ltd and "The Purchaser" means any organisation, company, firm or Individual from whom The Company receives an Order. The "Products" means the Products or Services agreed to be supplied by The Company.

2. APPLICABILITY OF CONTRACT TERMS & CONDITIONS:

- All Orders for Products and Services accepted by The Company are subject to these Terms and Conditions. No other Terms will apply to the supply of Products and Services by The Company unless agreed in writing by an authorised signatory (Director or Company Secretary) of The Company.
- All Product and Service descriptions contained in The Company's publications are approximate only and do not form part of any contract between The Company and The Purchaser. The Company reserves the right to amend any information in their publications at any time without liability to The Purchaser.
- All Products are intended for use by business customers and not for private individuals or consumers.
- The placing of an Order includes the acceptance of the following Terms and Conditions of Sale. These Terms & Conditions shall apply to and form every part of each contract of sale entered in to between The Company and The Purchaser to the exclusion of any other terms submitted at the time by The Purchaser, and may not be varied without the prior consent in writing of The Company. The Company reserves the right to accept or reject any Order received from The Purchaser and to deliver minimum quantities either by value or by reference to the box quantity of the Products in question.
- Reference to writing or any other form of communication between the parties shall include facsimile and communication by electronic means.

3. QUOTATION AND ACCEPTANCE:

- Quotations submitted by The Company shall be valid for the period stated, or where no period is stated then for a period of 30 days from the date of issue and are withdrawn at the expiry of 30 days. Quotations do not constitute an offer by The Company.
- The Company reserves the right at any time to refuse any Order.
- To avoid higher prices being applied to any contract, The Purchaser must ensure that the quotation reference number is quoted in all Purchase Orders made by The Purchaser in response to quotations from The Company or where special price agreements are applicable.
- No guarantee or warranty in respect of the Products is given by The Company as to condition, suitability for use or otherwise. The Purchaser shall be deemed to purchase with full knowledge of the condition and suitability of the Products.
- Quotations do not constitute an offer and shall not bind the The Company until an Order has been placed and accepted. Verbal or telephoned Orders and any variations to Orders must be confirmed in writing by The Purchaser, otherwise The Company accepts no responsibility for errors or subsequent misunderstandings.

4. PRICES AND PRICE VARIATION

- Unless otherwise stated in writing, the price quoted is ex-works and defined in INCOTERMS 2000. Insurance, carriage, postage and freight will be charged as extra.
- Prices quoted are exclusive of Value Added Tax (VAT) unless otherwise stated in writing by The Company.
- Any query by The Purchaser relating to an invoice must be made in writing within 10 days of invoice date.
- Agreed prices are based on quantities intended to be taken by The Purchaser. The Company reserves the right to vary the price if The Purchaser fails to take delivery of such quantities within the agreed delivery period, or if no such period is agreed then within a reasonable time to be decided by The Company.
- The Company reserves the right to vary the price of Products to take account of any variations in costs including but not limited to any foreign exchange fluctuation, rates of duties, variations in the cost of wages, materials and other costs of manufacture and distribution, taking effect between quotation and delivery.
- The Company reserves the right to apply a Minimum Order Charge in respect of any Order.
- If at any time after receipt of Order The Purchaser wished to make modifications or additions to the Order, The Purchaser must obtain written authority from The Company for variation in the price and/or any revised delivery date.

5. PAYMENT:

- If The Company has not granted credit to The Purchaser, then payment terms are cheque, T.T. or credit card, payment in full with Order, or other Terms as offered by The Company in writing.
- Credit terms are available subject to satisfactory references. Where credit has been granted, payment in respect of each contract must be made strictly net within 30 days of the invoice date, unless otherwise agreed in writing by The Company. Payment must be made without any set-off, deduction or counterclaim.
- In the event of default in payment by the due date, The Company reserves the right to charge interest on money overdue at 5% above the base rate of Barclay Bank Plc, compound monthly, and to suspend all further deliveries until payment has been received in full. The Company shall hold The Purchaser liable for all direct costs incurred in collecting any amounts outstanding. In the event of a cancellation, The Company reserve the right to recover from The Purchaser costs incurred up to 100% of the agreed sale price.

6. DELIVERY, COLLECTION & STORAGE

- The Company will aim to deliver the Products in accordance with The Purchaser's Order.
- Any delivery period, or delivery date quoted is an estimate only and not of any contractual effect. The delivery period commences from The Company's written acceptance of The Purchaser's Order. Such estimated delivery period shall not involve The Company in any liability to The Purchaser in respect of loss suffered as a result of failure to deliver or complete the contract within such period of time and no delay shall entitle The Purchaser to cancel the Order or refuse to accept delivery at any time.
- The Company reserves the right to suspend delivery or withdraw credit where payment of any invoice due to The Company is not received in accordance with these Terms and Conditions.
- The Company reserves the right to deliver in more than one consignment and to invoice each consignment separately and in such circumstances payment in respect of consignments delivered will be due even if the whole contract has not yet been fulfilled. The Company also reserves the right to withhold delivery of later consignments in respect of earlier consignments which are due for payment and where payment has not been made.
- Where Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by The Company to deliver any one or more installments or any claim by The Purchaser under these conditions shall not entitle The Purchaser to reject further installments or cancel any further contract.
- Delivery shall mean delivery to the destination specifically agreed between the parties, the method of transport to be decided at the sole discretion of The Company.
- The Company shall be entitled (without prejudice to any of its other rights) to claim from The Purchaser any losses, storage, insurance or additional costs arising out of delay by The Purchaser through failure to accept delivery of the Products or Services or supplying insufficient delivery information for The Company to deliver the Products.
- In the event that The Purchaser shall transport or arrange transport the Products shall be deemed to have been delivered when The Company shall have appropriated them in The Company premises to the relevant Order and shall have notified The Purchaser that those Products are ready for collection. The Products shall be and thereafter remain at The Purchasers risk. The Company shall take all reasonable skill and care in the performance of its services but no other standard or skill or care shall be expressed or implied by law or otherwise.

7. PACKING

Products will be packed in accordance with The Company's normal practice from time to time prevailing but The Company reserves the right to alter the method of packing in respect of an individual Order. No liability will be accepted for any failure to pack to a particular standard unless specifically accepted in writing and paid for by The Purchaser.

8. LOSS OR DAMAGE IN TRANSIT

- The customer must inspect the Products as soon as possible and shall within 3 days of date of delivery advise The Company in writing of any apparent damage caused in transit to customers delivery address and any shortfall in Products delivered.
 - If the customer fails to give such notice, the Products shall be presumed to have been delivered in all respects, free from apparent defects, and in accordance with the Order. The Company's liability is limited to the proportion of the contract price attributable to the Products lost, damaged or undelivered.

9. DEFECTS AFTER DELIVERY/WARRANTY

- a) The Company will guarantee the Products to the extent of any guarantee it receives from manufacturers.
- b) The Company accepts liability for any Products sent for repair only while on The Company's premises or in transit under The Company's delivery arrangements.
- c) Installation costs involved in any replacement shall be borne by The Purchaser.
- d) Warranties will not apply to any defect which arises from improper use of the Products, or failure to adhere to manufacturers instructions, or to any repair or modification made without consent of the manufacturer.

10. PRODUCT INFORMATION:

All illustrations, advertising, catalogues and website information are an indication only of the type of Products offered by The Company and no particulars contained therein are binding on The Company. The Company reserves the right to discontinue the sale of any product at any time: such changes may take place during the lifetime of any The Company Catalogue or Website.

11. RETURN OF PRODUCTS

- a) The Purchaser must contact The Company and obtain prior written consent from The Company before delivered Products will be accepted for return.
- b) Calibrated, Non-catalogue and Custom-Built Products may not be returned.
- c) The Company reserves the right to charge The Purchaser a handling charge, unless the return is due to any fault or breach of conditions on the part of The Company.
- d) Return must be within 10 days of delivery. Products must be returned in their original packaging. The Company will not allow credit in respect of returned Products not in a fully resalable condition.
- e) Any unauthorised Products returned will not be credited and any costs incurred in disposing of them will be borne by The Purchaser.

12. CONSEQUENTIAL LOSS / LIABILITY:

Save as may be expressly provided for herein The Company shall not be liable for any consequential loss suffered by The Purchaser, and in particular The Company shall not be liable for any costs, claims or damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or be reference to accrual of such costs or claims.

13. FORCE MAJEURE

The Company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the Products, or in performing any of The Company's other obligations, due directly or indirectly to any cause of whatsoever nature, outside the reasonable control of The Company including but not limited to Act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restriction, strikes or other industrial disputes, lock-outs, freight embargos, unusually severe weather, shortage of raw materials or energy supplies, transportation delays, the failure of sub-contractors or suppliers to perform, and acts or omissions of The Purchaser.

14. RETENTION OF TITLE / THE PASSING OF PRODUCTS & RISK

- a) If The Company has agreed to deliver the Products to the Customer's Premises or to a site specified by The Purchaser, risk of loss of or damage to the Products shall pass to The Purchaser immediately on delivery of the Products to The Purchaser, unless stated otherwise in writing. If The Company has not agreed to deliver the Products to the Customers premises or to a site specified by The Purchaser, risk of loss or damage to the Products shall pass to The Purchaser on delivery at our premises by The Purchaser or The Purchaser's carrier, unless otherwise stated in writing.
- b) In CIF, C & F or FOB export contracts (as defined in INCOTERMS 2000), risk shall pass to The Purchaser as provided by those contracts.
- c) Legal and beneficial ownership of the Products shall remain with The Company until such time as The Company has received payment in full for all Products supplied to The Purchaser.
- d) If The Purchaser is late in paying in any sum to The Company, The Company shall be entitled to the immediate return of all Products where the ownership has not passed to The Purchaser. The Purchaser authorises The Company or its agents to recover the Products and to enter any premises of The Purchaser for that purpose.
- e) Demand for or recovery of the Products by The Company shall not itself discharge either The Purchasers liability to pay the whole of the price and take delivery of the Products or The Company's right to sue for the whole of the price.
- f) The Company shall be entitled where the Products have been fixed or attached to any other product, to detach the Products in order to recover possession of them. Such repossession shall be without prejudice to the obligation of The Purchaser to the purchase of the Products.
- g) Until such time as property in the Products passes to The Purchaser in accordance with Clause 14(c) the Purchaser shall hold the equipment as our fiduciary agent and bailee and shall keep the equipment separate from that of The Purchaser and third parties and property stored, protected, insured and identified as The Company's property.

15. DEFAULT OR INSOLVENCY OF PURCHASER

This Clause applies if:

- a) The Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of an amalgamation or reconstruction); or
- b) An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of The Purchaser; or
- c) The Purchaser ceases, or threatens to cease, to carry on business; or
- d) We reasonably apprehend that any of the events mentioned above is about to occur in relation to The Purchaser and notify The Purchaser accordingly.

If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to The Purchaser, and if the equipment has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. INSPECTION AND TESTING

Any tests of the Products or their installation rather than those normally carried out by The Company which may be required by The Purchaser, must be separately agreed in writing with The Company and may incur additional cost.

If The Purchaser requires that he or his representative be present at any test, he shall notify The Company when placing his Order and The Company shall give at least seven days notice in writing to The Purchaser before any test at which The Purchaser or his representatives requires to be present is carried out. The Company reserves the right to make additional charges to cover the cost of such additional witnessed tests. If The Purchaser or his representative fails to attend such test, The Company may nevertheless proceed with such test, which, shall have been deemed to be carried out in The Purchaser's presence.

17. LAW:

All contracts to which these Terms & Conditions apply shall be governed by and construed in accordance with English Law.