

CONDITIONS OF SALE

Unless otherwise agreed in writing these conditions constitute the only conditions upon which Alphr Technology Limited ('the Company') or any Company which it controls is willing to supply the goods specified overleaf ('goods') and/or services specified overleaf ('work') and (except as aforesaid) prevail over any conditions which a Customer's order may purport to impose which said other conditions shall not apply save (it at all) as may be expressly incorporated hereint. No modification of these conditions shall be binding upon the Company unless such modifications shall first have been specifically authorised in writing by the Director of the Company.

- 1 A quotation is not an offer and may be withdrawn without notice. Any order given in respect of a quotation is not binding on the Company until accepted by it in writing or by the Company taking steps to implement the same. The quotation price quoted overleaf is valid for a period of 30 days from the date hereof and may thereafter be subject to review as set out in Condition 5 below. All offers of goods from stock are subject to the goods remaining unsold at the time of the receipt of an order. No accepted orders or other contracts can be cancelled or varied by the Customer without the prior consent of the Company.
- 2 Any specifications, drawings, particulars of weights or dimensions or other descriptions or information contained in the Company's catalogue price list and other advertising matter are intended merely to present a general indication of the type of goods described therein and none of these shall form part of any contract. Any figures or particulars of performance given by us are based upon experience and are such as we expect to obtain but are not the subject of any representation warranty or condition (whether expressed implied or statutory). Unless otherwise expressly stated specifications drawings and particulars of weights and dimensions or other descriptions submitted in connection with any quotations are approximate only.
- 3 The Company is always willing to place the services of their technical staff at the disposal of customers seeking advice about any part of a plant or scheme not provided by the Company but any such advice given by the representatives of the Company (whether oral or in writing) or in the form of drawings is given without acceptance of responsibility on the part of the Company or its employees.
- 4a Prices quoted are nett ex-works unless otherwise stated and accounts are due for payment within 30 days following the date of the invoice. The Company may at any time in its absolute discretion require the Customer to pay forthwith a deposit of not more than 50 % of the price quoted. In the event that the Customer shall fail to make such payment aforesaid then the Company may regard itself as discharged from its obligations hereunder and forfeit any sums paid to it without prejudice to any other rights or claims that the Company may have against the Customer. All prices are subject to the addition of the gross amount of value added tax or other Government tax or levy appropriate at the prevailing rate. If payment is in arrear the Company has the right to withhold any further deliveries and/or to charge interest on all overdue balances. Interest shall accrue on a daily basis as from the due date of payment tat the rate of 2 % above the base rate of National Westminster /bank pic for the time being in force both before and after judgement until actual payment. In the event of any amounts not being paid on due date, the Company reserves the right (any previous waiver notwithstanding) to withhold any further deliveries of goods (whether under the same or any other Contract) until all arrears of payment have been

- settled and/or to require payment in full in advance for any further goods before making any deliveries of such goods. If for any reason the Company is unable to despatch the goods in the ordinary course of business by virtue of the customer's default or shall withhold delivery at the Customer's request of all or part of the goods and/or the work payment in full shall become due and payable by such date as would have been appropriate under these provisions if there had been no request or default by the Customer.
- 4b Unless otherwise agreed, all prices quoted shall be exclusive of carriage packing installation and commissioning.
- 5 The Company shall be entitled to increase any contract price in the event of increases occurring after the date of quotation (if any) and, if not, of contract, in the cost of labour materials or transport and all goods whether the subject of specific quotations or not, may be charged for at the Company's price in force at the date of despatch. If any delay or expense is caused to the Company through the lack of changes in, or faulty instructions from the Customer the Company shall be entitled to increase prices to cover the cost or loss occasioned to the Company thereby.
- 6a Upon delivery to the Customer or a carrier (whether the agent, servant or contractor of the Company or the Customer) whichever is the earlier the risk in the goods shall pass.
- 6b Notwithstanding the foregoing provisions of this clause no property in or title to the goods shall pass unless and until the Customer has made full and complete payment to the Company of: (i) All sums due hereunder and (ii) Any monies whatsoever due from the Customer to the Company.
- 6c If the Customer: (a) fails to make payment hereunder by the due date or (b) fails to make payment of all other monies due from the Customer to the Company or (c) shall enter into any arrangements or composition for the benefit of its creditors or (d) (being or individual) is adjudicated bankrupt or has a receiving order made against it or (e) (being corporate) an order shall be made or an effective resolution passed for the winding up of the customer, then the Company may (but shall not be bound to) treat of itself as discharged from its obligations hereunder and forfeit any sums paid to it in respect of the goods and shall be entitled to recover the goods by entry into and removal from the Customer's premises by action or otherwise without prejudice to any other rights or claims which the Company may have against the Customer.
- 6d The Customer shall not (without the previous consent in writing of the company) sell, charge, assign or otherwise deal with the goods (whether in the ordinary course of its business or not) until such time as property and title in the goods shall have passed to it in accordance with the terms hereof.
- 6e Nothing in the foregoing shall in any way limit or modify a Customer's obligation to pay the contract price in accordance herewith.

- 7 All goods will be delivered ex-works unless otherwise stated by the Company in which event:
- a) The company shall not accept any claims for damage, shortage, misdelivery, non-delivery or loss in transit unless notice in writing reaches the Company in the case of delivery or loss in transit unless notice in writing reaches the Company in the case of UK sales, within such times as would enable a claim to be made on the carrier or in the case of sales outside the UK within 30 days of arrival or anticipated arrival of consignment at port of destination and no responsibility will be accepted by the Company for any failure or delay on the part of the Customer to make a claim on insurance where applicable.
 - b) The goods shall be delivered by such method of transport as the company thinks fit.
 - c) The due date for delivery of goods shall be such date following the date of Contract as shall be practicable and convenient to the Company in the light of prevailing circumstances, with any date or time stated by the Company for delivery being by way of estimate only and not forming a term of or obligation under any, contract, although the Company will endeavour to deliver, within any stated time if prevailing circumstances permit. Unless otherwise agreed the Company shall be entitled to deliver the goods by instalments at the Company's discretion. If the contract provides for goods to be delivered by instalments or quantities at such time or times as the Customers may specify from time to time then any delivery schedule submitted by the Customer shall be subject to acceptance by the Company in the event of the Customer being unable to accept delivery when the goods are ready for despatch the Customers will arrange for storage at his own expense. The Company shall be entitled to make an additional charge for storage and administration costs incurred in respect of goods stored or held by the company as a result of a lack of inadequate delivery instructions.
- 8 No orders may be cancelled in whole or part by the Customer.
- 9 The Customer shall be responsible for obtaining any import licences and complying with all regulations governing the admission of the goods into the country of destination and for payment of all customs duties port dues and other charges.
- 10 The Customer shall indemnify the Company against all claims, demands, damages, charges, penalties, costs, liabilities and expenses for which the Company might become liable by reason of the infringement or alleged infringement of any letters patent, registered designs, trademark copyright (including design copyright) or any other industrial property right arising out of its performance of the contract in accordance with the Customer's specifications.
- 11 All goods are supplied on the express condition that the customer satisfies itself by testing and/or specialists advice or carrying out appropriate research development and preliminary trials that the goods possess all the appropriate qualities required by the customer and are free from substances or effects which will be detrimental to the Customer's requirements and all conditions and warranties (whether expressed, implied or statutory) that the goods (or their size, shape, capacity, performance or strength, quality or other features) are fit or suitable for the purpose for which the Customer requires them, are expressly excluded, neither does the Company give any representation to this effect.
- 12 This Contract shall be governed by the laws of England as a Contract made in England and the Customer hereby submits to the jurisdiction of the English Courts.

- 13 Unless otherwise agreed in writing, the Company's liability in respect of any defect, inadequacy or failure in or of the Goods supplied, or for and loss injury or damage attributable thereto, is limited to making good (by replacement or repair of the Goods at the Company's option) any significant defect which (a) under reasonable and proper use appear therein within a period of six calendar months after the Goods shall have been despatched (Goods despatched by instalments or under successive contract being deemed to be used by the Customer in the order in which the same are supplied) or shorter period as may be expressly agreed and (b) are notified to the Company within seven days from discovery by the Customer and (c) are due solely or principally due to defective material or workmanship: or alternatively (at the Company's option) to repay the full purchase price paid for such goods (or allow a credit if the invoice shall have been issued but the price shall not have been paid). The Company shall not be under any liability in respect of Goods which which have been subjected to any or any further fabrication process or treatment before any claim in received by the Company, unless the Customer could not reasonably have detected the defect before the commencement of any such operation. The Company shall not in any circumstances whatsoever be liable for consequential or associated loss or damage whether or not the same arise out of the Goods supplied, or any defect in the same, or in the use made of such goods, or a failure to supply or delay in the supply of such goods or otherwise. Without prejudice to the generality of the foregoing (or any other provision of these Conditions) the company shall not be under any liability whatsoever in respect of any default under any provision of this contract other than a liability to make a repayment (or allow credit) for the whole (or part as appropriate) of the purchase price of the Goods in question: except that in the case of a default attributable either principally or in significant part to the negligence of the Company then the Company shall pay to the Customer by way of compensation such an amount as is necessary to recoup the Customer for any financial damage suffered up to but not exceeding the purchase price of the Goods.
- 14 The foregoing conditions set out the Standard Terms on which the Company accepts business from and holds itself out as doing business with its customers. The Company recognises the need for such of the foregoing Conditions as are affected thereby to satisfy the Requirement of Reasonableness pursuant to the Unfair Contract Terms Act 1977 (in this clause called 'the Act') on each occasion, and that individual transactions may arise where one or more of the foregoing Conditions do not in the event satisfy such Requirement. Accordingly, where in any particular case apart from this clause, any of the foregoing conditions fails to exclude or restrict liability, or modify any obligation by reason of the effect of S.2(2), 3(2), 6(3) or 8(1) of the Act, that Condition shall apply only to such extent (but within this limitation to the maximum permitted extent) as we enable such condition to satisfy the requirement of reasonableness under S11 of the Act and all such statutory references having effect as the Act may be amended, extended or varied from time to time: so that where such condition does not in the event satisfy such requirement but such requirement would be satisfied by the reinstatement in whole or in part of some particular liability purported to be excluded re-estimated or modified by such foregoing condition than such liability, shall be so re-instated but only to such extent as shall be requisite to satisfy such requirement.