

Terms & conditions of Sale

1. Definitions

The 'Supplier' means Aimteq Solutions Ltd and the 'Customer' means any company firm or individual contracting with the Supplier.

2. Acceptance of Order

- (i) These terms and conditions constitute in entirety the Conditions of Sale, and supersede any and all previous conditions of sale whether expressed or implied.
- (ii) Any quotation of the Supplier is an invitation to treat and not a contractual offer. No order placed by the Customer shall be binding upon the Supplier unless and until accepted in writing or by delivery of the whole part of the goods ordered.
- (iii) Unless confirmed by a Aimteq Solutions Ltd Director in writing, no additions to or modifications to the Terms and Conditions of sale shall be binding on Aimteq Solutions Ltd, nor will any alternative terms submitted by the Customer form part of the agreement of sale. Without prejudice to the foregoing, in the event of any conflict between any documents supplied by Aimteq Solutions Ltd or the Customer included in the order, or between any such documents and these Terms and Conditions of Sale, then Aimteq Solutions Ltd documents shall prevail over these Terms and Conditions. Any order given by the Customer shall be deemed instruction to proceed under these Terms and Conditions of Sale.
- (iv) The Supplier reserves the right to correct any typing or clerical error or any other bonafide error whatsoever on any documentation which shall be in conjunction with an order between the Customer and the Supplier.
- (v) The Customer shall provide to the Supplier upon request evidence of his credit-worthiness. The evidence shall be provided to the Supplier and suitability shall be at his sole discretion. The evidence shall be provided as directed by the Supplier, and in any case within 7 days of request. In the event such evidence is not satisfactory to the Supplier, the agreement may be determined. Upon determination the Customer shall not be entitled to any right of any damages or compensation.

3. Validity

Unless the Supplier shall expressly notify the Customer that his quotation has been cancelled or modified, the same will remain open for the Customer to place an order on the Supplier for a period of 30 days from the date stated on the quotation.

4. Price

- (i) Prices quoted are nett excluding delivery unless otherwise stated. Value added tax (if applicable) and/or other applicable taxes will be charged additionally.
- (ii) The price quoted, unless otherwise stated, excludes assembly and/or refixing of the goods after delivery.
- (iii) If the Customer shall request that the Supplier change in any way the design/specification of any of the goods referred to in the quotation, then in consideration of the agreement of the Supplier so to do the Customer shall pay to the Supplier such reasonable additional sum as will fairly compensate

- the Supplier for all abortive works already carried out and/or for any additional works and/or disruption of production thereby occasioned.
- (iv) Where necessary the Supplier may store goods on behalf of the Customer, whereby a reasonable amount shall be charged to the Customer. The Supplier shall use reasonable endeavours to prevent any damage or deterioration to the goods and the Customer shall be liable for the insurance of them. The foregoing shall be without prejudice to any rights of the Supplier to claim damages for any breach of contract:
 - (a) the Supplier shall, if storage facilities permit, store the goods and take all reasonable steps to prevent their deterioration until their actual dispatch and the Customer shall be liable to the Supplier for the reasonable cost (including insurance) of his doing so (this provision shall be without prejudice to any other right of the Supplier to claim damages for breach of contract); and
 - (b) The Supplier may invoice the Customer for all items as soon as they are made available to him, and the Customer shall pay any invoice for goods as though he had fully accepted them. The Supplier reserves the right to receive payment from the Customer for storage of items in the first instance that they are made available to him.
 - (v) In the event that the Supplier and the Customer shall have agreed a delivery programme in respect of the goods then the Supplier reserves the right to charge the Customer any additional costs in consequence of the Customer requiring any deviation therefrom.

5. Delivery

- (i) Any time for dispatch/delivery stated herein (or contained in the order of the Customer) shall in the case of a stated number of days/weeks/months be calculated from the date of actual receipt/dispatch by the Supplier of:
 - (a) the written acceptance of an order from the Supplier to the Customer and;
 - (b) subject to any such up-front payment, or information subject to satisfying clause 2 v), or any other information the Supplier may consider applicable to allow him to act not at financial risk pursuant to the supply of the goods in the order which shall be given to the Supplier at the time of order. In the event that the Supplier is not satisfied with the provisions offered to him by the Customer to safeguard him from financial risk, the dispatch date shall be extended by the same-time lapse in days as the time-lapse between the date of order and the date that the Supplier became satisfied enough they were not at substantial financial risk. Without prejudice to clause 4,iv,a) and 4,iv,b) such date shall become applicable upon where the Supplier has notified the Customer of their acceptance of the order in writing.
- (ii) The Supplier shall be entitled to extend the dispatch date in the event of;
 - (a) the manufacturing programme of the Supplier being disrupted and/or delayed by reason of any cause or circumstance whatsoever beyond the control of the Supplier or by reason of any strike, lock out or other industrial disruption whatsoever on the part of the whole or any part of the workforce of the Supplier.
 - (b) a request from the Customer to the Supplier where he shall be required to change the design, specification, quantity, delivery address or any aspect of the ordered goods.
 - (c) any event whereby the provisions of clause 2, v) have not been satisfied. The Supplier reserves the right to withhold any items indefinitely until he feels that the provisions of the clause 2, v) have been satisfied without prejudice to clause 7, or any other of his rights. In any case where the

Supplier has withheld dispatch of any items subject to clause 2, v) they shall not be liable for any such damages as a result of the delay of dispatch.

- (iii) (a) Where components cannot reasonably be offloaded by the delivery person without assistance of any kind (including craneage) the Customer shall provide without charge to the Supplier such facilities as is necessary for the proper unloading of the goods.
- (b) Liability but not title for the goods passes from the Supplier to the Customer at the time of arrival of the goods at the destination specified on the order of the Customer.
- (c) The Supplier cannot be held responsible for any damage sustained to goods in the course of being offloaded by others, or during their subsequent storage.
- (d) Any failed deliveries that have been attempted by the Supplier shall be chargeable to the Customer, in addition to any re-stocking costs and any costs associated with subsequent re-deliveries.

6. Damage or loss in transit

- (i) Goods shall be examined by the Customer immediately upon arrival and he shall write any discrepancy he may have with the delivery on the Delivery Note and give notice of the same discrepancy to the Supplier within 5 days of the delivery date.
- (ii) Where a delivery is accepted by Customer and no inspection of the goods was carried out at the time of delivery, the Customer may write on the Delivery Note "not examined".
- (iii) Any goods, in respect of such claim as is mentioned in sub clause (i) above, must be properly stored and preserved intact as delivered for a period fourteen working days after due written notification of the claim shall have been made. The Supplier and/or the carrier shall be entitled at any time during that said period to attend at the place where the said goods are stored in order to inspect the same and investigate the complaint.

7. Terms of business

- (i) When the order of goods is supply only;
 - (a) Unless otherwise expressly stated orders are accepted on condition that each consignment of goods will be invoiced separately and payment therefore shall become due 30 days from the invoice date or receipt of goods whichever is the later unless otherwise agreed in accordance with clause 2(ii) hereof.
 - (b) Cash discount shall not be applicable unless stated in the quotation and in any case shall only be applicable if paid within the time agreed between the Supplier and the Customer.
 - (c) Should default be made by the Customer in paying any sum due under any contract as and when it becomes due, or should the Customer be in breach in any respect of the contract entered into, the Supplier shall have the right by written notice posted to the customer either forthwith to suspend all further deliveries and services until the default be made good or to determine any contract then subsisting so far as any goods and services that remain to be delivered without prejudice to any claim or right the Supplier may exercise.
 - (d) The Customer shall have no other right of set-off other than hereinafter provided that the amount of such set-off has been agreed in writing by the supplier or finally awarded in litigation in favour of the Customer and which arises out of or under this contract.
 - (e) Interest will be charged on late payments at 8% above Bank of England base rate current at the time payment is due.

- (ii) Where the scope of the works includes works in excess of supply only;
 - (a) The amount paid, which shall be in instalments each calendar month shall be calculated on the basis of the value of the works completed up until that point pursuant to the ordered works.
 - (b) The first application for payment shall be made during the calendar month after the month in which the Supplier commences an aspect of the ordered works. The first and every subsequent application shall be made by the 19th day of the calendar month or another date in the same calendar month which shall be directed by the Customer by the issue of a payment schedule and shall include the gross value of the ordered works that the Supplier has carried out and/or estimates to have carried out up to and including the end of the calendar month to which the application relates, less the value of any previous applications and less retentions as appropriate to give the net value of the application being made.
 - (c) payment shall become due 5 days from the end of the calendar month to which the application relates
 - (d) Where clause 18 b) is not complied with and the Application is not received by the Customer by the Relevant Date, the Due Date shall be calculated from the amount of days after the due date the application was sent. Notwithstanding the foregoing, the Customer shall process the payment as if clause 19(b) had been complied with, as though the Due Date was on the date of actual submission. However, for the purposes of any notices or contractual rights, the Due Date will nevertheless be calculated as stated in this clause 18(d).
 - (e) Within 5 days of the Due Date the Customer shall give written notice to the Supplier specifying the amount of the payment which the Customer proposes to make and the basis on which such amount was calculated. Upon receipt of this notice, the Supplier shall issue a VAT invoice for the sum specified. If a VAT invoice has already previously been issued in a sum which differs from the sum specified, the Sub-Contractor shall forthwith issue a supplementary VAT invoice or credit note as appropriate.
 - (f) If the Customer shall fail to issue the notice referred to in clause 18(e) above then, save where the Supplier has made an application for payment in accordance with clause 18(b), the Supplier may issue a notice (the "Default Notice") specifying the sum that it considers to be due. Where the Supplier issues a Default Notice as aforesaid the Final Date of payment shall be deferred by the period of time between the date that the Customer should have issued the notice referred to in clause 19(e) and the date of the Default Notice.
 - (g) The Final Date for payment shall be 35 days after the Due Date (the 'Final Date').
 - (h) Not later than 5 days before the Final Date for payment the Customer may give a written notice (the "Pay Less Notice") to the Supplier specifying the sum that the Customer considers to be due and the basis upon which this sum is calculated. The resulting sum shall thereupon be the sum due. Where a Pay Less Notice is issued pursuant to this clause 18(h) the Supplier shall issue a credit note for the difference between the sum notified as being due and the sum contained in any invoice previously submitted. Where a Pay Less Notice gives rise to a sum being due to the Customer, the Supplier shall deduct the amount of that sum from the next application for payment. Should the Supplier fail to repay that sum to the Customer then the Customer shall be entitled to treat that sum as a due debt.
 - (i) Retentions shall be agreed between the Customer and the Supplier at the time of the order. If no amount is agreed in the first instance the Customer shall not be entitled to deduct any retention amounts from any payments to the Supplier.

- (j) The Customer shall in addition to the nett amount due pay to the Supplier such value added tax as may be properly chargeable on payments due under the order upon receipt of an appropriate VAT invoice.
- (k) Where the order has been deferred by the Supplier, he shall notify the Customer in writing and upon receipt of such notice all within the order shall be deemed to be suspended until such time as it ceases to be suspended, whereupon the Supplier shall recommence works pursuant to the order.

8. Retention of title

- (i) The goods/system shall remain the property of the Supplier until such time as the Customer shall have paid the full invoiced price thereof (including such additional charges (if any) as are referred to in Clause 4(iv) 4(v) (a) 4(vi) and 7(v) although after the same shall have been delivered to the Customer they shall be and remain at the sole risk of the Customer. After the goods/system shall have been delivered to the Customer and so long as the Supplier has not been paid the said full invoice price thereof the Customer shall:-
 - (a) hold the said goods as bailee and return the same to the Supplier on demand (although the Customer shall have no right of his own violation to return the said goods or any part thereof to the Supplier) and the Supplier shall be entitled immediately upon or after the making of such said demand to enter upon the premises where the said goods are to be found (with such transport and/or machinery as the supplier shall deem appropriate) in order to repossess the whole or any part of the said goods.
 - (b) Properly store the same in such manner that it is apparent that they are the property of the Supplier.
- (ii) In the event that the Customer resells the goods whether or not incorporated within any other product the resale proceeds shall be payable into a separate bank account and held for the benefit of the Supplier and if incorporated within any other product proportioned to the value of that product.

9. Cancellation

- (i) After the Supplier shall have accepted the order of the Customer, the Customer shall not be entitled to cancel the contract (or any part thereof) without the written concurrence of the Supplier which will be given only upon the undertaking of the Customer forthwith to pay either:-
 - (a) the cost of any and all work actually carried out by the Supplier prior to the date of such cancellation together with such additional sum as will compensate the Supplier for any disruption of his production thereby occasioned, or
 - (b) the amount of profit which the Supplier might anticipate would have been earned but for that said cancellation,whichever the Supplier shall elect.
- (ii) In the event that the Supplier should cancel the contract or any unfulfilled part thereof as aforesaid the Customer shall be deemed to have repudiated his obligations under the contract and the Supplier shall be entitled (at his option) to claim either the fair and reasonable cost of any and all work actually carried out by the Supplier prior to the date of such cancellation or to claim damages for breach of contract.

10. Subcontracting

The Supplier reserves the right to subcontract the fulfillment of the contract or any part thereof.

11. Guarantee

- (i) The Supplier expressly guarantees that; he will exercise all reasonable skill and care in the design and selection of materials (where he is responsible for the same) and in the manufacturing of the goods; the goods will correspond to the description, specification or other production requirements appearing in or referred to in the quotation BUT all decisions in respect of the suitability of the goods for the use or uses intended by the Customer are the responsibility of the Customer (whether acting by himself or by an agent). The Supplier does not undertake that the goods will be suitable for the use or uses intended by the Customer.
- (ii) (Subject to sub-clause (iii) below) the liability of the Supplier in respect of any defect in or failure of the goods (or any component part therefor) or for any loss, injury, damage or expense consequential or otherwise attributable thereto is limited either to crediting the invoice price of the goods or to the making good or by replacement or repair (at the option of the Supplier) of any defects which under proper use appear therein and arise solely from faulty design, materials or workmanship on the part of the Supplier within a period of twelve months after the original goods shall have been first delivered or installed, whichever appropriate, at the termination of which period all liability on the Supplier shall cease.
- (iii) In the case of any component parts of the goods not being of the manufacture of the Supplier then the Customer shall be entitled only to such benefits as the Supplier may receive under any guarantee given to him in respect thereof.
- (iv) The Supplier shall be under no liability to the Customer in contract, tort or otherwise howsoever for any personal injury, loss or damage of whatsoever kind and howsoever caused by failure to comply with the installation conditions of the Supplier.
- (v) For the avoidance of doubt it is hereby declared that the Supplier does not in sub clause (i) above give any guarantee to cover fair wear and tear or the consequences of carelessness or incompetence on the part of those handling the goods.

12. Non performance

The Supplier shall be relieved of any and all outstanding liabilities under this contract with the Customer if the fulfillment of the whole or any remaining part of the contractual obligation of the Supplier is frustrated or prevented or impeded as a consequence of:-

- (a) war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (b) any statute, rules, regulations, orders, requisitions issued by any government department, council or other duly constituted authority.
- (c) strikes, lockouts, breakdown of plant (whether or not of a like nature) beyond the control of the Supplier.
- (d) any other causes beyond the control of the Supplier
- (e) force majeure.

13. Insolvency

If the customer being an individual (or when the Customer is a firm, any partner in that firm), shall at any time become bankrupt or shall have a receiving order or

administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make an order that the company shall pass as resolution or the court shall make any order that the company shall be wound up (not being a members winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise that entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding up order then the Supplier shall be at liability forthwith to cancel the contract or any unfulfilled part thereof without any liability to pay any compensation and/or damages whatsoever to the Customer and without prejudice to any accrued claim or right of the Supplier.

14. Commissioning

If the Supplier is to carry out any site commissioning work then in addition to all the foregoing clauses:-

- (i) Subject to (ii) hereafter, upon receipt by the Supplier of a written notice to proceed (allowing a minimum of 14 days) the Supplier will commence to commission the goods/materials supplied in accordance with the practice and procedures of the Supplier.
- (ii) Unless otherwise agreed in writing the Supplier shall not commence commissioning until all the goods/materials have been fixed, connected up and are completely ready for startup.
- (iii) Access for the commissioning shall allow the work to be economically completed in one continuous period/site visit and there should be no installation/wiring faults.
- (iv) Commissioning will take place only after all plant, etc, have been fully commissioned by other trades to the required standards.
- (v) The Customer shall provide, unless otherwise agreed in writing, free of charge:
 - (a) all necessary electrical, as and/or other power and water, and
 - (b) all necessary ladders and scaffolding etc.
- (vi) the employees of the Supplier and/or subcontractors of the Supplier and their employees shall be entitled to make full use of all site welfare facilities provided by the customer from his own employees free of charge unless otherwise agreed.
- (vii) Any extra cost to the Supplier resulting from any deviation of the foregoing will be charged extra to, and paid by the Customer in accordance with clauses 4 and 7.
- (viii) Time for all abortive visits to site will be charged at rates applicable to the contract.

15. Site installations

If the Supplier is to carry out site installation of goods/materials then in addition to clause 14 the Customer shall give the Supplier reasonable notice of the date when the site will be ready for the whole or any part of the work of the Supplier to commence and then duly make available to the Supplier such part or parts of the site as may be required to enable the Supplier regularly, diligently and economically to carry out the whole or the then required part of his works on site and if having attended the site the Supplier is not satisfied that he can so carry out any of this works then any additional costs will be paid by the Customer in accordance with clauses 4, 7 and 18.

16. Indemnity

The Customer shall indemnify and save harmless the Supplier against and from:

- (a) any, breach, non-observance or non-performance by the Customer or its servants or agents of any provisions of the order, agreement or contract insofar as they relate and apply to the ordered works; and
- (b) any act, default or omission of the Customer or its servants or agents which involves the Supplier in any liability to any other party under provisions of any other contract or agreement otherwise, insofar as they relate to and apply to the ordered works; and
- (c) any claim which may be made whether under statute, common law or otherwise arising out of or in connection with the ordered works by any person including the Customer and the Supplier in respect of injuries to or the death of any persons or in respect to loss or damage to property not caused by the negligence of the Supplier; and
- (d) any loss or damage resulting from any claim by an employee of the Customer in respect of the personal injury arising out of or in the course of their employment; and
- (e) any claim that any part of the ordered works infringes patent, copyright, design right, trademark or intellectual property right of any person.

17. Design Liability

Without prejudice to any of the Supplier's rights the Customer warrants to the Supplier that any designs and details for the ordered works by the Customer shall be fit for their intended purpose and will indemnify the Supplier against all loss or damage howsoever caused out of or in connection with such designs or details and against all claims or demands that may be made against the Supplier by any person. The Customer shall in respect of any design works it undertakes, co-operate with the Planning Supervisor and any other Designer and allow them reasonable access to all design documents to enable their respective duties under the Construction (Design and Management) Regulations, 1994 or any amendments thereof, to be discharged and so that there shall be no delays or disruption to the ordered works caused thereby. The Supplier shall have a royalty free and irrevocable licence to use, reproduce or modify any documents, designs and details supplied by the Customer for any purpose relating to the ordered works or any extension or alteration thereof, and the right to grant sub-licences to any third party.

18. Law

These terms and conditions and the contract shall be subject to and constructed in accordance with English Law.