

PHOENIX SYSTEMS UK LIMITED TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

In the event of any inconsistency between these conditions and those on your purchase order, the former shall prevail. Any amendment to these conditions of sale shall be WITHOUT effect unless it has been expressly confirmed in writing by the supplier.

2. DELIVERY

- a. The supplier reserves the right to deliver quantities +/- 5% as compared against the original order quantity, WITHOUT breaching contract terms.
- b. While the supplier will take all reasonable steps to deliver the goods within the delivery period the suppliers accepts on responsibility for failure to do so.
- c. The supplier shall retain title to goods delivered until such time as payment is made and confirmed.

3. PAYMENT

- a. All accounts are payable on demand but in any case must be paid on or before the last day of the month following the date of invoice.
- b. The supplier reserves the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause. In such a case the purchaser shall pay interest on the unpaid amount from that time until payment, at the rate of 16% per annum.
- c. The supplier reserves the right to WITHDRAW credit facilities and substitute CASH WITH ORDER TERMS at any time.
- d. Prices quoted are subject to the current rate of value added tax.
- e. All liability of the supplier is subject to the terms of payment and strict observance by the purchaser of all other obligations under the contract.
- f. Any right of set-off as contra, for any reason whatsoever, is specifically excluded by the Supplier who regards all accounts due and payable as presented.

4. LOSS AND DAMAGE IN TRANSIT

The supplier will refund the cost of , or at his discretion replace or repair free of charge any of the goods proved to the suppliers satisfaction to have been lost or damaged in transit, provided that Within 10 days of receipt of the invoice in the case of loss, the purchaser notifies both the supplier and carrier in writing of the damage of loss and its nature and extent.

5. FORCE MAJEURE

The supplier shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under this contract due to any cause of whatever nature outside the reasonable control of the supplier including but not limited to civil commotion and causes arising from the acts or omissions of the purchaser.

6. TITLE

- a. Whilst the risk in the products shall pass to the purchaser on delivery the ownership of the goods shall remain with the supplier until such time as all sums owing to the supplier whether under this contract or any other contract have been paid.
- b. The supplier reserves the right to repossess any of the products while any monies under any contract are outstanding and for this the purchaser hereby grants an irrevocable right and licence to the supplier his employees and agents to enter upon all or any of its premises with or without vehicles during normal business hours.

7. PRICE VARIATIONS

- a. The supplier reserves the right without notice to alter the price of goods due to circumstances beyond the suppliers control and to correct errors and omissions.
- b. Where the purchaser requests items to be supplied with release certificate the supplier reserves the right to make an extra charge for providing such certificate.

- c. Where agreed call-offs are not adhered to by the purchaser, the supplier reserves the right to amend the price structure in accordance with the quantities delivered.

8. RETURNED GOODS

No returns are permitted WITHOUT the suppliers previous consent. Cancellation will not be accepted of orders where components have been specifically purchased by the supplier to meet the purchaser requirements, nor will cancellation be accepted after goods have been despatched.

9. QUOTATIONS

Quotations are valid for 90 days, subject to paragraph (a) of clause 7 above.

10. SUB-CONTRACTING

The supplier reserves the right to sub-contract at its discretion any part of any work or the supply of any goods.

11. LAW

Any quotation or contract shall be governed by the laws of England.

12. VARIATION OF TERMS

The above represents the entire understanding between the supplier and the purchaser. Any statement or warranty, whether expressed or implied which is not in conformance with the foregoing shall be null and void.

13. DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.