

GENERAL TERMS AND CONDITIONS OF SALE

APPLICATION OF TERMS

- 1.1 These terms shall apply to any contract for the sale of Products by Elmdene International Limited (any such contract being hereinafter referred to as "the Contract", the seller under the contract as "the Company", and the buyer as "the Customer").
- 1.2 No other standard terms shall apply to the contract. If any term put forward by the Customer is inconsistent with these Terms or with any special term specified by the Company the Company's acceptance letter shall be deemed to be a counter-offer capable of acceptance by any conduct by the Customer indicating intention to proceed with the subject of the Contract.
- 1.3 Any special term specified by the Company in a written quotation or acceptance letter shall override any of these Terms with which it is inconsistent.

QUOTATION

- 2.1 A written quotation given by the Company is an offer which may be accepted within 30 days after the date of the quotation. The customer shall communicate or confirm acceptance by letter, facsimile or email (information on quote) as stated.
- 2.2 The Company may before or after acceptance by the Customer alter a quotation by notice to correct any typing or clerical error, but, if after acceptance, the Customer may not by notice rescind the Contract.
- 2.3 The Customer shall not rely upon any oral quotation representation or agreement.

PRODUCTS

- 3.1 In these Terms "the Products" means the Products specified by the Company in its written quotation or acceptance letter. If any such Products becomes unavailable to the Company, owing to circumstances beyond its control, the Company may substitute Products of similar performance and specification

SPECIFICATIONS

- 4.1 Unless otherwise specifically stated in the Contract all specifications and particulars of weights and dimensions stated in the contract and in the Company's sales literature are approximate only and where dimensions or weights are quoted in imperial measurements the Company reserves the right to supply any convenient metric equivalent or vice versa.
- 4.2 Every effort has been made to ensure that information given in Company literature is correct but the Company accepts no liability in respect of contingencies arising from errors.
- 4.3 The Company reserves the right to change the specification of any goods quoted in its sales literature at any time without notice.
- 4.4 Goods supplied by the Company must be utilised in accordance with the Company's technical specification relating to the goods and the Company accepts no responsibility for loss or damage incurred where this condition is not complied with.

DELIVERY

- 5.1 The Company shall pack, and by such transport and in such instalments as the Company shall determine, deliver the Products to the location specified in the Company's quotation or acceptance letter of, if the Products is to be exported, free alongside at a U.K. port or airport.
- 5.2 As soon as practicable and in any event within 7 days after delivery, the customer shall check the Products and give written notice to the Company and the carrier of any damaged or missing item. If nothing has been delivered within 10 days after notification of despatch the Customer shall immediately give written notice to the Company and the carrier.
- 5.3 If there is any damage or loss in transit, and the Customer has given due notice under 5.2 above, the Company shall as soon as practicable after being notified repair or at its option replace the Products
- 5.4 The customer shall be deemed to have accepted any of the Products within 14 days of delivery unless the Customer has given written notice of rejection.
- 5.5 If any Product requires to be returned to the Company a Returns Authorisation Number (RAN) must be obtained from the Company prior to the Product's return. Any returned Product arriving at the Company's premises without documentation quoting the RAN will be returned to the Customer with the transport costs being the Customer's liability.
- 5.6 The cost of carriage is charged in addition to the price quoted unless specifically excluded in writing by the Company.

EXTENSION OF TIME

6. If delivery or installation is delayed by any circumstances outside the Company's reasonable control (including without limitation, fire, theft, industrial dispute, or delay by suppliers carriers or other sub-contractors, the Company may by notice extend the time for delivery or installation until a reasonable time after such circumstances have ended.

PRICE

- 7.1 The price of the Products shall be the amount specified in the Company's quotation or acceptance letter plus VAT where applicable. The amount specified is net, and no deduction for early settlement or for any set off or counter claim may be made.
- 7.2 If a currency exchange rate is specified in the quotation or acceptance letter the price shall be adjusted in proportion to any change in the exchange rate as at the date of importation.
- 7.3 If there is any increase in sales tax import duty or other levy affecting the cost to the Company of the Products the Company may adjust the price by the amount of the increase.
- 7.4 The Company reserves the right to vary the price of the goods by any amount attributable to a change in our insufficiency of the Buyer's instructions or to any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any costs of whatsoever nature between the date of the contract and the date of delivery.

PAYMENT

- 8.1 The price in respect of each item of Product shall be paid within 30 days after the date of the invoice such invoice not to be sent prior to delivery of the Products unless otherwise agreed in writing by the Company and the Customer (time of payment being of the essence).
- 8.2 After the period specified in 8.1 above, the Company may recover by action the whole or any part of the price which is due and unpaid, in addition to any other rights or remedies and notwithstanding Terms 10.1.
- 8.3 The customer shall pay interest at the rate 1.5% per month on any amount due and unpaid under the Contract for each calendar month or lesser period that the amount remains unpaid.
- 8.4 We may supply goods or services by more than one consignment and invoice each separately, in which case each such consignment shall be deemed to be a separate contract subject to these Conditions and you shall pay to us the amount payable under the invoice for each consignment notwithstanding any rights which you claim against us in respect of another consignment.

RISK

9. Risk shall pass to the Customer on delivery to the exterior of the premises at the delivery location.

PROPERTY

- 10.1 Property in the Products shall pass to the Customer upon payment (meaning in relation to a cheque or other bill of exchange, honouring of the cheque or bill) of all amounts to be paid to the Company under the Contract. Until then, the Customer shall keep the Products in its possession as bailee and take all reasonable care of it and keep it properly maintained and fully insured.

WARRANTY

- 11.1 If any defect in the design materials or workmanship of the Product appears within the Warranty Period, the Company shall as soon as practicable make good the defect or at its option replace the Product with Product of similar specification, provided that:
 - 11.1.1 The Product has been properly maintained and has not been modified or operated beyond its specified capacity or otherwise misused, and the power supply and environmental conditions have been maintained within the specified limits.
 - 11.1.2 The Customer has given written notice within 7 days of the appearance of the defect.
 - 11.1.3 The Customer shall, if requested by the Company, send the defective part to the Company carriage paid
- 11.2 The Warranty Period shall be 12 months (unless otherwise stated on the quotation) commencing from the date of delivery of the Products concerned.
- 11.3 The Company shall make good or indemnify the Customer against any damage to property (other than data) and (where the Customer is an individual or firm) any personal injury to the Customer caused by the negligence of the Company's employees whilst acting in the course of their duties.
- 11.4 The Contract shall include any terms as to title implied under Section 12 of the Sale of Goods Act 1979 and if the Customer is a dealer or consumer within the meaning of the Unfair Contract Terms Act 1977) any terms as to quality and fitness implied under Section 14(2)(3) of the 1979 Act.

WEEE

- 12.1 The Buyer shall exclusively finance the collection and delivery of waste electrical and electronic equipment (WEEE) to the recycler's address specified by the Seller, as required by the Directive 2002/96/EC and applicable national law.
This clause applies to all new electrical and electronic equipment (EEE) put on the market after August 2005 (known as new WEEE), as well as all EEE sold before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from the Seller after 13 August 2005.
If a Buyer resells the EEE to a Customer, the Buyer will ensure that this clause in its entirety is included in the contractual arrangements governing the sale to the Customer. The Buyer agrees to indemnify and keep indemnified and hold harmless the Seller and Elmdene International Limited WEEE-Scheme from and against all costs and expenses which Elmdene International Limited WEEE-Scheme incurs or suffers in the UK, or the Seller incurs or suffers in another Member State, as a result of a direct or indirect breach or negligent performance or failure in performance by the Buyer of its obligations in this clause.

EXCLUSION OF LIABILITY

- 13.1 The Company's obligations under these Terms shall be instead of and in substitution for and the Customer waives any claim in respect of any other conditions warranties or terms (whether express implied pursuant or statutory or otherwise) and any other obligations of duties whatsoever (whether in contract or negligence or pursuant to statute or otherwise) of the Company or associate companies, employees or sub-contractors.
- 13.2 The Company shall not be liable to the Customer for consequential loss or damage (including without limitation, loss of use and loss of profits) however caused.
- 13.3 The Company's total liability for any claims of whatever nature resulting from one or more related acts or omissions is limited to £250,000.

SUB CONTRACTING

14. The Company may sub-contract the performance of all or any of its obligations under the Contract

EXPORT LIMITATIONS

- 15 The Company shall not resell or otherwise dispose of the Product to any country in contravention of the prevailing export regulations of the U.K.

CUSTOMERS DEFAULT

16. If the Customer shall fail to observe and perform any of the Terms or if any distress or execution shall be levied on the Customers property or if the Customer shall make or offer to make any arrangement with creditors or (where the Customer is an individual or firm) if any petition in bankruptcy is presented against the Customer or (where the Customer is a company). If any receiver of the Customer's assets shall be appointed or if any resolution or petition to wind up the Customer shall be passed or presented, the Company shall be entitled (in addition to any other rights or remedies):
 - 16.1 To suspend performance of the Company's obligations under the Contract or to terminate the Contract or to suspend and later terminate and
 - 16.2 If property in the Products has not passed, to recover the possession of the Products and for that purpose to enter the premises where it is located and remove it without prior demand notice or proceedings.

NOTICES

17. Any notice to be given under the contract shall be in writing and deemed to have been given if delivered by hand, sent by post, facsimile or email to the appropriate address specified in the Company's quotation or acceptance letter

VARIATION

18. Neither party shall rely on any variation of the Contract or waiver of any of its terms unless contained in or evidenced by a letter or other document written by or on behalf of the other party

LAW AND JURISDICTION

19. The Contract shall be subject to and construed in accordance with English Law and any dispute arising out of the Contract shall be subject to the jurisdiction of the English Courts.