

## Terms and Conditions of Sale 12 May 2014

### 1 Interpretation

- 1.1 In these conditions  
 "The company" means Wavemar Electronics Limited, Registered in England and Wales, Company Registered Number 3189808  
 "Goods" means the items or products supplied.  
 "Customer" means either the person or company placing an order or to whom the Goods and or service are supplied.  
 "Contract" means the contract for the purchase and sale of the goods.
- 1.2 The heading in these conditions are for convenience only and shall not affect their interpretation.
- 1.3 These Terms and Contract will be governed by the laws of England.

### 2 Quotations and Acceptance

- 2.1 Quotations are subject to acceptance within one month and represent no obligation until the company accepts the customers purchase order.
- 2.2 Any Contracts accepted or any goods delivered by the company are under the terms and conditions contained here in unless amended in writing by a director.
- 2.3 Any purchase order from the customer is accepted at the discretion of the company and if so accepted the company conditions shall apply to the entire exclusion of those of the customer contained on or referred to in an order form or any other documents or correspondence from the customer and no alteration or substitution of these terms shall be binding upon the company unless or until accepted in writing by a director of the company.
- 2.4 Any acceptance of goods or payment by the customer confirms acceptance in full by the customer of these terms and conditions. Any valid amendment, which shall be in writing by a director of the company, will only be prior to delivery of goods or payment which ever is the earlier.

### 3 Price

- 3.1 This Company is under no obligation to keep the customer up to date with the latest price list.
- 3.2 All prices are exclusive of packaging and delivery unless otherwise stated.
- 3.3 Where goods ordered are not called off within 90 days of the expected delivery date the company reserves the right to increase unit prices to take account of increase in costs.
- 3.4 The company reserve the right by giving notice to the customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the company which is due to any factor beyond the control of the company or change in legislation.
- 3.5 The price quoted excludes value added tax and other duties, packaging and delivery unless otherwise stated in the quotation. The "total price" is the price quoted plus value added tax, other duties, packaging and delivery as appropriate to the goods.

### 4 Terms of payment

- 4.1 subject to any special terms in writing between the company and the customer, the company will be entitled to invoice the customer the total price for the goods for any goods deemed to have been delivered at the time and date of deemed delivery or anytime thereafter.
- 4.2 The deemed time of delivery is the time any goods are delivered to the customer or its agent or for any goods agreed to be treated as delivered but which remain in the custody of the company or for ordered good notified as available for collection or for ordered goods where delivery has not been accepted by the customer or its agent.
- 4.3 The customer shall make full payment for the invoice without any offset or deduction 30 days month end from date of invoice.
- 4.4 In the event of late payment the company reserves the right to charge interest on any late payment at a rate of 2% per month or part month beyond terms of payment, suspend deliveries until all outstanding sums due on all deliveries have been paid or terminate any contract for further deliveries.

### 5 Warranties and Liability

- 5.1 In respect of goods manufactured by the company, the company warrants that the goods are free from defects in materials or workmanship for a Maximum period of 12 months
- 5.2 The warranty extends only to the repair or replacement, at the option of the company, of the goods, which are returned carriage prepaid to the company.
- 5.3 The company shall be under no liability for any defect or deficiency judged by the company to be caused by wear and tear of or improper or unskilled handling of the goods or by any repair or attempted repair by anyone other than the company.
- 5.4 In the case of components or products not of the company manufacture, but supplied by the company as part of a contract or order, the company here by assigns to the customer its right against its supplier and these rights shall be taken in extinction of and in substitution for any rights which the customer would otherwise have had against the company.
- 5.5 Where goods are sold for use in the customer's trade or business the customer must satisfy himself that the goods he has ordered are fit for the purpose for which the goods are required.
- 5.6 Any advice or assistance the company may have given in the sampling and the order processing is given without liability to the company.
- 5.7 The company cannot be held responsible for errors in specifications, drawings or sample after approval by the customer.
- 5.8 The customer shall hold the company harmless against any loss, damage cost or expense resulting from any infringement including patents, trademarks or copyright arising from compliance by the company with the customer's specifications or Instructions.
- 5.9 Provided always that claims will be in writing and that the company shall in no circumstance be liable for consequential loss or damage of any kind whatsoever and the limit of liability will be the price of the goods paid for on which any claims arises.
- 5.10 Any potential claim identified by the customer must be notified in writing to the company within 7 days. In the event of any claim the liability of the company shall be limited to the price of the goods paid for on which the claim arises.

### 6 Delivery

- 6.1 The time of delivery by the company is given in good faith and any contracted time is only an estimate and not a term of the contract between the customer and the company.
- 6.2 The company shall not be liable for any delay in delivery or any consequential or other loss arising there from however such delay may be caused.
- 6.3 In any event times for delivery run only from the date that the customer gives the company sufficient information to enable it to proceed with the order and/or the company has had the opportunity to confirm the credit worthiness of the customer.
- 6.4 The company does not guarantee to progress orders where the customer is outside credit terms. Delays in progressing orders may delay expected delivery dates.
- 6.5 All goods will be deemed to have been delivered to and accepted by the customer complete. In a satisfactory condition and fully in accordance with the contracts and delivery note unless the customer notifies the company to the contrary within 72 hours of dispatch followed by a complete claim in writing within 7 days.

- 6.6 If the customer falls to accept delivery of the goods the company shall be entitled without prejudice to any other rights it may have to store the goods at the cost and risk of the customer.
- 6.7 The company shall take reasonable care to ensure that the goods are delivered to or collected in a condition suitable for delivery but subject there to it accepts no liability for damage to or loss or shortages of any goods occurring during the course of delivery or for any loss or damage arising directly or indirectly there from.
- 7 Instalments**
- 7.1 Except where otherwise expressly agreed in writing by the company, the company shall be entitled to deliver the goods by one or more instalments.
- 7.2 Where goods are delivered in instalments, whether at the company election or at the request of the company, each separate instalment shall be treated as a separate contract for the purpose of these conditions and shall be invoiced and paid separately.
- 7.3 Where the goods are delivered to the customer by instalments or over a period and the customer has failed to pay on its due date any invoice for goods already delivered, the company shall be entitled (without prejudice to any other rights it may have) to suspend delivery of further instalments of good until all amounts outstanding to the company from customer have been paid or to terminate the contract in relations to goods to the customer.
- 8 Ownership and Risk**
- 8.1 Legal title to the goods shall remain with the company until the company has received payment in cash or bank cleared funds in full for the goods plus any relevant taxes or duties.
- 8.2 Where goods are delivered prior to payment in full to the customer or its agent then the customer will be responsible for the safe custody of the goods as agent to the company. The goods will be kept so that they can be separately identified as belonging to the company. Any sale or work on or with the goods will be as agent to the company. Any sale proceeds from the third parties received by the customer will be received as agent to the company and kept separately from other funds of the customer.
- 8.3 Where payments have been made by the customer to the company these shall be allocated first towards the earliest deliveries by the company to the customer unless agreed in writing (such as indicated allocation on the company statements to the customer).
- 8.4 Where the goods have been in advertently mixed with goods that are not the legal title of the company the customer acknowledges the right to ownership of the company and during any exercise of separation of goods and at the company insistence allows the company to substitute those mixed goods of the same type and quality with those of the customer.
- 8.5 Where goods sold to the customer are no longer under the physical control of the company the customer will assume all risk in the goods and will be responsible for appropriate insurance.
- 9 Force Majeure**
- 9.1 The company shall have no liability in respect of failure or delay or performance of any obligations under the contract due to any cause outside the company reasonable control including but not limited to fire, flood or earthquake, explosion, accident, wars, acts of riot, civil disorder, sabotage, strikes, lockouts, industrial disputes, labour shortages, work delays or stoppages, power utility or energy failures or shortages, shortages of appropriate materials or unavailability of suppliers or machinery, breakdown in machinery or equipment, transportation embargoes or delays, inclement weather delays on the part of third parties, regulations or priorities of government or its agents.
- 9.2 If the failure to perform continues for a period in excess of 3 months then either part shall be entitled to give notice in writing to the other to terminate the contract.
- 10 Cancellation**
- 10.1 No fault returns or cancellations will normally not be accepted except for items where an alternative customer can be found.
- 10.2 All returns must be agreed in advance in writing and will be at the customer cost of return. All cancellations or returns will be subject to a charge of 15% plus other costs that the company has incurred or is unable to prevent.
- 11 Termination**
- 11.1 The company will be entitled to terminate the contract for any undelivered goods and all sums due will be payable on demand in the event that the customer is outside credit terms or that the company has grounds for believing that sums due will not be paid within the credit period. Grounds for believing that payments will not be met include but not limited to any arrangement or composition either voluntarily or at law with any creditors of the customer, apparent or actual insolvency, any adverse re rating of risk by debt agencies.
- 11.2 On termination by the company, the company will also be entitled to collect or to demand delivery to the company or its agent, at the cost of the customer, of any goods in the custody of the customer or its agents on which full title has not been passed.
- 11.3 On termination by the company, the company will be entitled to invoice the customer for all costs the company has incurred or is irrevocably committed on any outstanding contract. Payment for any such invoice will be on demand.
- 12 EC Directive 2002/95/EC ROHS**
- 12.1 Manufactured products by the company**  
Where explicitly requested to comply with the regulations the company will seek appropriate confirmations from its parts supply chain for compliance with the regulations. The company is not able to give any assurance greater than that received from those suppliers. In the event that the customer requires greater assurance the company will use its best endeavours to assist the customer in attaining that assurance.
- 12.2 Parts distribution**  
We supply parts from many sources. Unless explicitly requested at the time of placing the order we are not able to warrant any compliance with the regulations. Where an explicit request is made at the time of the order we will not be able to give any greater warranty than that given to us by our supplier. In the event that the customer requires greater assurance the company will use its best endeavours to assist the customer in attaining that assurance.
- 12.3 Agency Supplies**  
Where we act only as agent to our customer to source and then supply product, all responsibility for compliance with the regulations will reside with the customer.