

# ACTION CIRCUITS (UK) LTD

Conditions of sale - 1<sup>st</sup> Jan 2016

## Definitions

Goods-All articles and services sold to you, our customer, including replacements for defective Goods, hardware documentation and software products licensed for use by you.

Contract-The contract between us for the sale of goods or services.

The "Seller" means Action Circuits (UK) Ltd. The "Buyer" means the company, firm or person, which has agreed to buy the goods from the Seller.

## General Conditions

No variations to these conditions of sale are permitted unless expressly authorised in writing by one of our directors. No other person is authorised to accept, confirm or vary any order nor make any representation, promise or warranty on our behalf.

## Contract Terms

All contracts are made subject to these conditions, which supersede all earlier sets of conditions issued by the seller, and override any terms and conditions proffered by the buyer. Any order by the buyer, whether made orally or in writing, shall be treated as an offer to the Seller only, and any acceptance thereof by the seller, whether made orally or in writing or by conduct shall be subject to these conditions to the exclusion of all others.

## Prices

Prices quoted are 'NET TRADE' and exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of despatch. All prices are subject to change without notice and all deliveries will be invoiced at the seller's price in effect on the date of delivery unless otherwise confirmed in writing by the seller. The price of the goods shall be due and made in full without any deduction or set-off within 30 days of the date of the seller's invoice for the goods, except as may have been agreed differently in writing by the seller.

The seller shall be entitled to charge interest on any overdue payment at the rate of 3% per annum above the base rate from time to time of HSBC PLC calculated on a daily rate basis from the due date until the date payment is made.

## Orders and Specifications

The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order. The quantity, quality and description of the goods shall be those given in the seller's quotation (if accepted by the buyer) or the buyer's order (if accepted by the seller). The seller reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or which do not materially affect the quality or performance of the goods. No order which has been accepted by the seller may be cancelled by the buyer except with the agreement in writing of the seller and on terms that the buyer shall indemnify the seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the seller as a result of cancellation.

## Delivery

Delivery of the goods shall be made by the seller to such a place as shall have been agreed between the seller and the buyer. Unless the buyer shall have notified the seller in writing within 14 days of the date of the seller's invoice therefore that the goods have been delivered then delivery shall be deemed to have taken place on the date of the seller's invoice. Any dates quoted for the delivery of the goods are approximate only and the seller shall not be liable for delay in delivery of the goods howsoever caused. Time for the delivery shall not be the essence of the contract. Where the goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the buyer in respect of any one or more instalments shall not entitle the buyer to treat the contract as a whole as repudiated.

## Passing Risk and Property

Risk of damage or loss of goods supplied by the seller shall pass to the buyer at the time of delivery or if the buyer wrongfully fails to take delivery of the goods the time the seller has tendered delivery of the goods. The property in the goods shall not pass to the buyer until all sums due or owing to the seller by the buyer on any account have been paid, and until payment the following provisions of the paragraph shall apply. Except where full payment is made in cash, the whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the buyer has been honoured in accordance with its terms. If the buyer defaults in the punctual payments of any sum owing to the seller, then the seller

shall be entitled to the immediate return of all goods sold by the seller to the customer in which also the property in the goods has not passed to the buyer, and the buyer hereby irrevocably authorises the seller and its employees and agents to recover the goods and to enter any premises of the buyer for that purpose. Demand for or recovery of the goods by the seller shall not of itself discharge either the buyer's liability to pay the whole of the price and take delivery of the goods or the seller's right to sue for the whole of the price.

## Electronic Device Programming & Tape & Reeling Services

The Seller provides an electronic device programming service, and device tape & reeling service subject to the following conditions.

1. Goods purchased from the seller and used in the programming service are supplied in accordance with the seller's conditions of sale.
2. For products purchased by the buyer from another source, other than the seller, and used in the programming or reeling service, the seller accepts such products from the buyer on the basis that they are free from manifest, physical and electrical damage and modifications other than such modifications as may be detailed in literature supplied with the goods. The buyer shall be liable to the seller for any damage and/or consequential expense to the seller arising from any computer virus present in any media supplied to the seller for use in the programming service.
3. If programming is to be carried out to goods supplied by the buyer, and data or programs contained in such devices will be erased or otherwise destroyed on receipt and the seller shall not be under any liability in respect of such data programs. A charge will be made for such erasure in accordance with the seller's most recent prices.
4. A written statement of the buyer's requirements must accompany all products submitted for processing under this service. The seller accepts no liability if the buyer fails, for any reason, to advise the seller of any specific requirements and the seller reserves the right to defer any service until such time the buyer clarifies the requirements to the satisfaction of the seller.
5. For all new master programming file software being issued to the seller from the buyer, the seller will recommend a first off sample device is approved by the buyer before proceeding. The buyer must approve this first off in writing. If samples are specifically not required, all liability in relation to incorrect programming will pass to the buyer.
6. The buyer acknowledges that it is his sole responsibility to check the goods and masters for the presence of viruses before such goods and masters are used or disposed of.
7. The buyer warrants that the copying or processing by the seller of any programming supplied to the seller in any form is carried out in accordance with and on the express instructions of the buyer and will not infringe the intellectual property or other rights at law of any third party. The buyer accordingly agrees to fully indemnify the seller from all claims, demands, damages, costs, penalties or liability howsoever arising in respect of infringement of any third party's rights as aforesaid resulting from the copying or processing of any such program as aforesaid as carried out in accordance with the buyer's requirements.
8. The programming and/or tape & reeling service charges must be paid to the seller no later than the date of receipt of the goods for processing by the seller except that buyers with an authorised credit account who enclose a properly authorised written order may pay through such an account and will be invoiced in due course.
9. All products are sent, held by, and returned to the buyer at the buyer's risk and the seller accepts no responsibility for any loss or damage hereto.
10. The seller shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the negligence of the seller or of its employees, agents or sub-contractors in respect of defective work or for any damage or loss resulting there from or from the failure to give advice or information or the giving of advice or information. In no event shall any breach of contract on the part of the seller or tort (including negligence) or the failure of any kind on the part of the seller or its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever. The seller's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the Electronic device programming service or tape & reeling service, or of any duty owed to the customer in respect thereof shall be further limited in the aggregate to £10,000.00 (ten thousand pounds).

## General

All contracts between the seller and the buyer shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English courts.