

## Terms and Conditions of Sale

### 1. General

All goods are supplied by us subject to these conditions, which supersede any earlier set of condition appearing in our catalogues or elsewhere and which shall override any terms and conditions stipulated, incorporated or referred to by the buyer, whether in the order or in any negotiations.

The relaxation or waiver by us of any conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our right to enforce any of these conditions on any subsequent occasion. Any variation on these conditions must be confirmed in writing by us and will not otherwise be valid.

No order shall be deemed to have been accepted by us unless it is accepted by us in writing. Any description given by us of the goods is given by way of identification only and the use of such description shall not constitute the contract of sale by description.

### 2. Prices

Any quotation, if not previously withdrawn, will hold good for any order made pursuant to it within fourteen days of its date. Subject to this all orders are accepted for execution at prices current at the date of despatch. Prices are quoted ex-works and are subject to change or withdrawal without notice. Packing, delivery and insurance are charged extra. No discounts shall apply unless previously agreed by us in writing.

### 3. Payment

Terms of payment are strictly cash with order unless a credit account had been established with us. Where a credit account has been established with us payment must be made for each instalment of goods delivered within 30 days after delivery (whether goods delivered are the whole or only part of the goods ordered). We reserve the right at our complete discretion to refuse to establish a credit account for any buyer, to refuse credit to any buyer notwithstanding that a credit account may already have been established and to withdraw established credit account facilities. Without prejudice to our other rights, interest, at two percent per calendar month (running from day to day) shall be payable on any payment which is more than 30 days overdue until actual payment. Notwithstanding any statement to the contrary by the buyer, we shall be entitled in our absolute discretion to appropriate any payment received by us from the buyer to or towards any indebtedness of the buyer with us, whether under this or any other contract.

### 4. Re-scheduling of orders

Where an order includes an agreed delivery date or dates, these may be re-scheduled only with our specific written agreement, and in any event we will require not less than three months' prior written notice of any required re-scheduling. Any stockholding costs incurred as a result of any re-scheduling will be payable to us by the buyer.

### 5. Cancellation

In the event of the cancellation of any order we reserve the right without prejudice to charge up to 100% of the order value of the items cancelled.

### 6. Delivery

Any time or date quoted by us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time of delivery for delivery, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

We reserve the right to deliver by instalments against any order. Non-delivery must be reported immediately in writing to us and to the carriers within 7 days of the date of despatch. Where we tender delivery in accordance with the contract and the buyer either refuses to accept delivery at the time or subsequently returns the goods without good cause, he shall be deemed to be in breach of the contract and we shall be entitled to treat the order or any relevant part of it as cancelled by the buyer (without prejudice to any other rights we may have)

All product collected by the customers designated carrier shall be deemed to have been delivered to the customer and to be the liability of the customer at the point of collection.

### 7. Transit

We shall replace free of charge goods damaged or lost in transit provided the buyer gives us written notification of such damage or loss within three days after delivery and time shall be of the essence.

### 8. Inspection

When the buyer examines the goods before delivery is effected, he shall have no further right to inspect on arrival other than to notify us of any loss or damage in transit. When the goods are delivered to the buyer without any previous examination by him, he shall inspect them immediately on arrival and shall within 14 days of such inspection give written notice to us of any matter or thing by reason of which he may allege that the goods are not in accordance with the contract. If the buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to accept and pay for them accordingly.

### 9. Ownership

Until the buyer makes payment in full for the goods he shall at all times keep them in his possession and control and shall not remove them without our consent and will not sell or otherwise dispose of or deal with the goods. Legal and equitable ownership of the goods shall remain with us, notwithstanding delivery thereof to the buyer, until such time as the full price thereof (and any other monies payable hereunder) has been paid by the buyer to us. Until such time the buyer shall have possession of the goods as bailee. We will permit the buyer to sell the goods on in the ordinary course of business (either separately or as part of constructed products), but in that event the proceeds of sale thereof will be held by the buyer as our Trustee to the extent of the buyer's indebtedness to us. Pending any such sale, the buyer will be obliged to keep the goods separate from its own goods until the property therein passes to the buyer or until the same are sold onto a third party.

### 10. Passing of Risk

Notwithstanding that ownership of the same may remain with us, as from the time of the delivery of the goods to the buyer the risk of any loss or damage of the goods from whatever cause arising shall be borne by the buyer

### 11. Marks and Numbers

The buyer shall not remove or otherwise interfere with the marks or numbers on any goods supplied by us.

## Pinewood Electronics Limited

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Registered in England  
Reg. No. 1742102  
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#### 12. Default

If the buyer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking or if distress or execution is levied or threatened upon any of the buyers property, then in any such case (and without prejudice to any other rights we may have):-

We shall be entitled to repossess and re-sell goods delivered to the buyer and not paid for in full and for that purpose to enter upon the property in which they are situated.

We shall be entitled to suspend all further deliveries to the buyer until the default is made good or to refuse to deliver any further goods to the buyer and to re-sell any further goods ordered by the buyer whether they are the balance of an order or the whole part of a further order.

The buyer shall in any event be liable to make good to us our loss of profit on all such goods and all costs and expenses of repossession, storage, insurance and sale and to pay to us as provided above until actual payment.

#### 13. Defective Goods

If any goods are or become faulty or defective by reason only of the use of defective materials or faulty workmanship within a period of 90 days from the date of delivery, we will (at our option) either refund the price of the goods or replace or repair such goods provided that the buyer shall have notified us in writing of the fault or defect in the goods and shall have returned the faulty or defective goods to us for inspection within a period of 90 days from the date of delivery. Such liability is in place of any other conditions or warranties, express or implied, as to the quality or fitness for any purpose of the goods, and all such conditions and warranties are, to the extent permitted by law, hereby expressly excluded to the intent that, save as provided above, we shall have no liability to the buyer or to any third party in respect of any loss or defect in the goods supplied or in respect of any personal injury or damage or loss of any kind directly or indirectly attributable to faults or defects in such goods, and the buyer will indemnify us against any such claims. Under no circumstances will we be liable for any consequential loss suffered by the buyer to any setting off, and the full amount of all sums payable to us from the buyer hereunder shall remain due and owing. All products are covered by their respective manufacturer's warranty and should be subject to a batch check before use or installation into equipment.

#### 14. Use of Goods

The buyer acknowledges that we act solely as a distributor of electronic products and that the buyer is exclusively responsible for detailing the specification of all goods ordered from us, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly (and without limiting the generality of the previous condition) we have no liability arising out of any advice given by us to the buyer relating to its requirements in respect of any goods.

#### 15. Computer Software

Where any goods supplied by us embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user license, to the exclusion of all liabilities and obligations on our part.

#### 16. Intellectual Property

(a) The buyer will indemnify us against all liabilities for infringement of third party intellectual property rights arising from our compliance with the buyers specific requirements regarding design or specification for the goods or arising from the use of the goods in combination with other products.

(b) except as aforesaid, we agree to defend any action or proceedings brought against the buyer insofar as the same are based on a claim that any good supplied hereunder infringe United Kingdom intellectual property rights, provided we are notified immediately and in writing of such claim and are given all such authority, information and assistance as is necessary for proper defence of the same. Furthermore, we will indemnify the buyer against all damage and costs awarded against the buyer in respect of any such claim provided that the same does not arise solely by reason of the use of the goods in conjunction with other products or elements. In the event that all the goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any United Kingdom intellectual property rights and the use is thereby prevented, we will at our own expense and at our option either procure for the buyer the right to continue using the goods, or replace the same with a non-infringing product, or modify the goods so that they become non-infringing, or retake possession of the goods and refund the purchase price therefore.

Subject to the foregoing, we shall be under no liability to the buyer for any loss, damage or injury, whether direct or indirect, resulting from any intellectual property right infringement by the goods.

#### 17. Lien

In the event of the buyers insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the buyers goods in our possession (although the same or some of them any have been paid for) for any money due in respect of such goods or in respect of any general or particular balance or other money due from the buyer to us, whether under the same or any other order.

#### 18. Force Majeure

We shall be relieved of all liability for obligations incurred to the buyer whenever, and to the extent of which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion war, force majeure or any other cause beyond our control.

#### 19. ISO 9002

All orders are processed in accordance with the quality system elements of ISO 9002 however goods may not have been procured from a quality assured source unless this is an asterisk (\*) against the relevant items.

#### 20. Law

These conditions and the contract and all matters pertaining thereto shall be governed by English Law, and the English courts shall have jurisdiction in relation thereto.

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