

# TERMS & CONDITIONS OF SALE

## **1. DEFINITIONS**

In these conditions, the following words shall have the following meanings:-

- the "Company" shall mean Melford Electronics Limited
- the "Goods" shall mean all or any of the products that are the subject of a contract between the Company and the Buyer
- the "Buyer" shall mean the person who buys or who agrees to buy the goods.

## **2. GENERAL**

All orders are accepted and goods, supplied subject to the following express terms and conditions. No addition thereto or variation therefrom shall apply unless agreed in writing by the parties.

## **3. ORDER CANCELLATION**

If an order is cancelled by the Buyer then the Buyer shall indemnify the company against all loss, costs (including the cost of all labour and materials used and overheads incurred), charges and expenses arising out of the order and the cancellation thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).

In the event of any suspension of work through the Buyers instructions or lack of instructions the price(s) quoted on the invoice may be increased to cover any extra expense thereby incurred by the Company.

## **4. DESPATCH DATES**

Any times quoted for despatch are to be treated as estimates only. Whilst every endeavour will be made to meet these estimated times for despatch the Company shall not be liable in any manner whatsoever for failure to despatch within the time quoted.

## **5. CARRIAGE DELIVERY RISK AND TITLE**

Unless otherwise agreed carriage will be charged on the invoice for goods supplied.

The risk of loss and / or damage to goods supplied by the Company shall pass to the Buyer when they are delivered to the Buyer or company authorised by the Buyer and the Company shall not be liable for the safety of the goods thereafter (and accordingly the Buyer should insure the goods against such risks as may be commercially prudent).

Any damage to goods in transit should be notified to the carrier and the company within 24 hours of receipt and the packing and the Goods held for inspection. If the Goods are not received within three working days of date of invoice the carrier and the Company should at once be informed.

The ownership of the Goods shall remain with the Company (which reserves the right to dispose of them); until payment in full for the Goods has been received by the Company in accordance with the relevant terms.

## **6. PAYMENT**

All accounts are strictly net and payable 30 days from date of invoice.

If payment is overdue in whole or in part or immediately upon the commencement of any act or proceeding in which the Buyers solvency is involved, the Company may (without prejudice to any of its other rights) recover or resell the goods or any part of them and its servants or agents may enter upon the Buyers premises for that purpose.

## **7. WARRANTY**

In the case of defects or faulty workmanship in products or any parts thereof, the Buyer shall not be entitled to receive any greater benefit than shall be received by the Company under any guarantee or warranty given to the Company by its associates.

Product manufactured by the Company will carry a two-year return to factory, parts and labour warranty. Excluding cathode ray tubes, which will be covered by the manufacturer.

## **8. FORCE MAJEURE**

The Company shall not be liable to the Buyer in contract, tort or otherwise for any loss whatsoever, including consequential loss, arising as a result of manufacture or delivery of all or some of the Goods being delayed or prevented by circumstances outside the Company's reasonable control, including, but without limitation, delays by its suppliers, strikes, lockouts, war, riots, fire, flood, Government intervention, Act of God, accidents or breakdown of machinery. In such circumstances delivery or collection shall be suspended, and if the Goods cannot be delivered or collected within three months from the due date, the Buyer may, at its option, cancel the contract for the Goods without liability to the Company, save that where the Goods have been specially obtained for the Buyer and, in the Company's reasonable opinion, there is no readily available market for them, the Company shall be entitled to charge the Buyer for the costs and expenses incurred in respect of those Goods.

## **9. CONFIDENTIALITY**

The company will use its reasonable endeavours to ensure the confidentiality of business or technical information of the Buyer which it receives as a consequence of any contract placed by the customer and which is not in the public domain. Similarly the Buyer will use its reasonable endeavours to ensure the confidentiality of business or technical information of the Company which it receives as a consequence of contract (either oral or in writing) with the Company and which is not in the public domain.

All documentation drawings designs written or graphic details materials and information supplied by the Company is (unless otherwise indicated) the property and copyright of the Company and shall not be disclosed to a third party without prior written permission of the Company.

## **10. CANCELLATIONS AND RETURNS**

Credit will not be issued on any goods returned without prior written authorisation.

## **11. PRICES**

Whilst every endeavour has been made to ensure the accuracy of the prices quoted no responsibility can be accepted for any error or omissions. Prices are subject to alteration without notice.

## **12. JURISDICTION AND LAW**

These Conditions and the contract to which this document relates shall in all respects be construed and operate in accordance with English law.

These conditions of sale may be changed as circumstances require.

These conditions of sale will operate from August 1998 until further notice.