

## TERMS AND CONDITIONS OF SALE

We make all offers and accept all orders only upon and subject to the following terms and conditions which shall form part of any Contract concluded between us to the exclusion of any other terms and conditions except as specified on the face of our quotation or as otherwise agreed in writing by our authorised signatory.

### 1. GENERAL

- 1.1 All offers remain open for acceptance within 30 days after the date of our quotation and subject to availability of the goods at the date of issue of our acceptance of order or confirmation of Contract.
- 1.2 Acceptance must be by way of unqualified acceptance of our written quotation and its contents and these terms and conditions. Descriptions, specifications, drawings and particulars of weights and dimensions contained in our catalogues, advertisements and other literature are approximate only and form no part of the contract.
- 1.3 All extras and accessories ordered but not specified in our quotation will be charged separately as will costs of all test adjustments, alterations, additions and other work undertaken at the Buyer's request.
- 1.4 Unless expressly accepted by our authorised signatory in writing any qualification or amendment of these conditions (whether in the Buyer's order or acceptance of our offer or otherwise) shall be invalid.
- 1.5 No binding contract will be created by the Buyer's acceptance of our offer until our written confirmation of the Contract/Order has been despatched to the Buyer which confirmation will include these terms and conditions of sale.
- 1.6 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

### 2. CONSEQUENTIAL LOSS OR DAMAGE

- 2.1 Save as expressly provided in these conditions we shall be under no liability whatsoever in respect of any loss, damage, injury or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects.  
Nothing in these conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted by virtue of the Unfair Contract Terms Act.
- 2.2 The Buyer will indemnify us in respect of any liability, loss, claim or proceeding whatsoever arising whether under Statute or at Common Law in respect of any damage to property or the death of or injury to any person caused by or by the use of any goods sold by us to the Buyer unless, in the case of death or personal injury only, such death or injury shall be proved to have been caused by our negligence or that of our employees.

### 3. WARRANTIES

All implied warranties are hereby excluded to the fullest extent permitted by law and only such warranties as are expressly given by us shall apply to this contract.

### 4. PRICES

- 4.1 All prices are in £ sterling unless otherwise stated.
- 4.2 All prices are subject to variation at the time of invoicing due to changes in the exchange rate. Should the exchange rate have varied beyond the quoted window between the time of quotation and the time of invoicing then the seller reserves the right to modify the price accordingly.
- 4.3 Import duty where applicable is included in the prices. The actual level of import duty applied may vary from time to time.
- 4.4 Unless otherwise stated all prices quoted are for goods ex. our works. Packing and carriage costs will be charged extra for the Buyer's account.

### 5. PAYMENT AND TITLE TO GOODS

- 5.1 It is a condition of this contract that payment is made on one of the following bases –
  - 5.1.1 In certain cases, in full within 30 days of invoice date. Such accounts will only be opened after credit investigations at our sole discretion have been satisfactorily completed.
  - 5.1.2 As set out in our quotation.
- 5.2 Until full payment has been received by us, as specified in our quotation, Lambda shall retain the ownership of the goods and the Buyer shall
- 5.2.1 Hold them as bailee only and shall not sell, part with or modify them in any way nor incorporate them into any other machine or device in such a way as to destroy or obscure their identity, and
- 5.2.2 Insure them for their full contract value against "All Risks" with an underwriter or insurance company approved by us, our interest to be noted on the Policy and a Certificate to this effect is to be produced to us on request.
- 5.2.3 Store them separately from all other goods and in such a way and place that they may at all times be clearly identified as our property.
- 5.2.4 Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent and bailee. The buyer shall account to the seller for the proceeds of sale or otherwise of the goods, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the buyer and third parties.
- 5.3.1 In the event of a failure by the Buyer to pay for the goods and/or the commission of an act of bankruptcy and/or the commencement of any proceedings to wind-up the Buyer where the Buyer is a Limited Company, then we reserve the right to enter the Buyer's premises or any other place where the goods might be, without notice, in order to re-possess the goods.
- 5.3.2 Any such goods or part of goods so re-possessed may be re-sold without notice to the Buyer and without prejudice to our right to claim damages against the Buyer.
- 5.4 We reserve the right at any time to charge interest on late payments with effect from the due date and on a day to day basis at a compound annual rate of 4% above bank base lending rate determined by Barclays Bank plc and in force from time to time.
- 5.5 In the event that the buyer fails to make payment for the goods or fails to take delivery of any goods supplied by us, then all sums outstanding in respect of any goods supplied by us shall become due and payable immediately and we may in our absolute discretion and without prejudice to any other rights we may have -
  - 5.5.1 Suspend all future deliveries of the goods to the Buyer under the contract in question or under any other contract and/or terminate any such contract(s) without liability upon our part and/or –
  - 5.5.2 Require payment of interest on all amounts due at a compound annual rate of 4% above Bank base lending rate for the time being prevailing from the date when payment for the goods in question became due to the actual payment.

### 6. DELIVERY AND RISKS IN THE GOODS

- 6.1 We will use our best endeavours to comply with our quoted delivery dates but we will not be liable for any loss, damage, injury or expense, either direct or indirect and including but not limited to loss of profit or liability to third parties, which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late delivery may arise.
- 6.2 Although given in good faith, the time for delivery mentioned in our quotation is intended as an estimate only and is not to be treated as of the essence of the contract.
- 6.3 The Buyer shall have no right to reject goods by reason of their being delivered other than at the quoted time.
- 6.4 Delivery shall be as follows -
  - 6.4.1 Good sold "Delivered" will be despatched by whatever means of transport we choose unless a specified method of transport has previously been agreed in writing. The risk in the goods will pass to the Buyer when they reach the destination named by the Buyer and before unloading.
- 6.5 We shall not be liable for failure to deliver goods or to complete work or for failure to do so promptly if such failure arises due to force majeure or by reason of any delays occasioned by strikes, riots, lock-outs or other labour trouble, war, fire accident, mechanical failure, non-availability to us of supplies of stock parts, or materials, delay in delivery to us of the goods or materials therefore by suppliers or other persons, Government action, legislation or regulation of any kind, Act of God, or any circumstance whatsoever outside our reasonable control and such delay or failure to deliver or to complete work on goods shall not affect the Buyer's obligation to pay for the goods already delivered and work already completed.

### 7. CANCELLATION

The Buyer shall not be entitled to cancel the contract or any part thereof nor to require delay in performance without our written consent which will only be given on terms which will indemnify us against all loss.

### 8. PACKING

When goods are sold packed the extent of packing and/or protection necessary will be at our discretion. Any special packing stipulated by the Buyer will be charged to the Buyer's account. Any goods sent unpacked at the Buyer's request will be at the risk of the Buyer. All packing materials are non-returnable.

### 9. LOSS OR DAMAGE IN TRANSIT

- 9.1 We accept no liability for loss or damage in transit except in the case of goods sold "DELIVERED" and in such case our responsibility will be limited to replacing or repairing the missing or damaged goods or at our option, refunding the purchase price. In the event no claim will be considered unless both the carriers and ourselves are notified in writing.
- 9.2 In the case of damaged goods notification must be received in writing within three days of receipt other than on any proof delivery note, and in the case of non-delivery within 14 days after the date of dispatch as notified by us.

### 10. INSOLVENCY OF BUYER

- 10.1 This clause applies if:
  - 10.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or
  - 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
  - 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2 If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 11. HEALTH AND SAFETY

The Buyer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to the operation of any goods purchased from us. Should any local regulations require amendments to the specification included in the supply contract, then the cost of any such amendments shall be charged to the account of the Buyer in addition to the original contract price. The Buyer shall ensure that all instructions, Handbooks, Notices and Warnings issued by us are properly understood and complied with at all times by all persons using the goods or working within close proximity to them, the Buyer being responsible for the translation of the English narrative supplied by us.

### 12. GOVERNING LAW

These conditions and any Contracts between us and the Buyer shall be governed in all respects by the laws of England except that the Uniform Law on the International Sale of Goods should not apply either in whole or in part. The Buyer shall submit to the jurisdiction of the English Courts.

### 13. NOTICES

Where a notice is required to be served on us by the Buyer or on the Buyer by us such notice must be served in writing. Any notice to us shall be sent to us at our offices at Lambda House, Batford Mill, Harpenden, Herts, and any such notice to the Buyer shall be sent to the Buyer at the address given by the Buyer in his order or acceptance of our offer. Where in these conditions a period is specified within which notice is to be given such notice must reach the party to which it is addressed within that period.

### 14. SET-OFF AND COUNTER CLAIM

The Buyer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or Counter-claim which the Buyer may have or allege to have or for any other reason whatsoever.

### 15. APPLICABILITY OF THESE CONDITIONS

These conditions shall also apply to any future oral or written contract for the supply of goods and/or services by us to the Buyer save to the extent that such conditions are in any future contracts specifically varied or excluded or are inconsistent with what is expressly agreed in any such future contract.

### 16. EXPORT LICENCES

If equipment is to be exported, particularly to Eastern Block countries, an Export Licence may be required. It is the responsibility of the exporting agent to obtain the necessary clearance for exporting the equipment.