



Terms & Conditions of Sale

1. DEFINITION

In these conditions:-

- (a) "the Company" means Fairford Electronics Limited
- (b) "Customer" means the party with whom the Company contracts
- (c) "Goods" means goods to be supplied by the Company to the Customer pursuant to an order from the Customer

2. APPLICABLE CONDITIONS

- (a) Any contract between the Company and the Customer however made is upon and subject to these conditions
- (b) Save as expressly accepted in writing by the Company no variation of these conditions whether made in the Customer's order form or correspondence or otherwise will have any effect and any representation written or oral made or given prior to the date of contract is excluded unless expressly incorporated

3. PRICE

- (a) Subject as provided below the price to be paid for the Goods shall be that shown in the Company's price list at the date of the Customer's order
- (b) The price of the Goods is exclusive of postage or transport costs and the costs of packaging
- (c) The price of the Goods is exclusive of value added tax which will be charged at the rate applicable at the appropriate tax point
- (d) If after the date of the Customer's order any change shall occur in the cost of any materials utilised by the Company in the performance of the contract then the Company shall be entitled to add the amount of any such increase to the contract price
- (e) The cost of any variation in the design or materials used for the Goods made at the request of the Customer shall (if such variation is accepted by the Company) be added to the contract price
- (f) Any licence or other authority required for performance of the contract and any export import or other duties shall be the Customer's responsibility provided however that the Company will at the Customer's expense assist in obtaining any United Kingdom export licence

4. PAYMENT

- (a) The Customer shall pay to the Company without any deduction the contract price for the Goods not later than 30 days after the date of the invoice. Time is of the essence in respect of this obligation
- (b) The Company shall be entitled to charge interest at the rate of 4% above the base rate of Lloyds Bank plc from time to time in respect of any sum not paid on the due date from that date until the date of actual payment

5. DELIVERY

- (a) Delivery dates are business estimates only and no liability will attach to the company if delivery is not made on the stated date and failure shall not entitle the Customer to rescind or repudiate the contract
- (b) Delivery of the Goods shall be effected when they are placed in the post or otherwise despatched by the Company to the Customer
- (c) The risk in the Goods shall pass from the Company to the Customer on delivery

6. TITLE

- (a) The Company shall retain title to the Goods until they are full paid for and until then the Customer shall hold the Goods as mere bailee for the Company
- (b) So long as title remains in the Company it shall have the right at any time after the price has become due to enter the Customer's premises (or such other place as the Goods may be located) without notice to the Customer or any other person to repossess the Goods without liability to the Customer or any other person save in respect of any physical damage caused to such premises
- (c) So long as title remains in the Company the Customer shall not deface or remove any distinguishing mark from the Goods or otherwise interfere with their identification. Any such Goods shall be stored separately from other items in the control of the Customer
- (d) The Company may maintain an action against the Customer for payment of the price notwithstanding that title to the Goods has not passed to the Customer

7. IMPROVEMENTS

The Company reserves the right to improve the specification of the Goods at any time without prior notice to the Customer

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8. WARRANTIES

- (a) The price is calculated (inter alia) by assumptions as to the limitation of certain of the Company's warranties and liabilities. Subject to the adoption (if any) by the Company of such warranties and liabilities (following negotiation between the parties with a consequent increase in the price to reflect the additional risk assumed by the Company) as are expressly incorporated the following provisions of this clause shall apply
- (b) The Company warrants that the Goods are of workmanlike quality. All other warranties and conditions whether expressed or implied are hereby excluded so far as the law permits
- (c) The Company shall not be liable for any act or omission over which it has no control or any loss injury or damage resulting from a defect in material supplied to it by a third party
- (d) The Company's obligations in respect of any defective goods shall be limited to the repair or replacement (at the Company's discretion) of the Goods concerned. Save as aforesaid the Company shall not be liable to the Customer or any third party for any indirect consequential or economic loss or damage howsoever caused or any loss of profit
- (e) The Customer must inspect the Goods as soon as it receives them and notify the Company within ten working days of any apparent defect; any Goods claimed to be defective must be returned to the Company forthwith
- (f) Where any part of the Goods has the benefit of a warranty given by a third party such goods are sold with so much of such benefit as the Company can pass on to the Customer
- (g) Nothing shall limit the liability of the Company for any loss arising out of the death or personal injury as a result of the negligence of the Company its employees agents or contractors

9. INTELLECTUAL PROPERTY

- (a) Copyright in all designs drawings photographs or other documents supplied by the Company to the Customer shall remain vested in the Company
- (b) The Customer shall keep secret any and all confidential information it may learn as a result of this contract or of acquiring the Goods and shall use such information only for the purposes of use of the Goods by it or its customers provided that this obligation shall not apply in respect of any such information which (other than through breach of this obligation) enters the public domain
- (c) The Customer shall not delete or obscure any trademark (registered or not) of the Company

10. DRAWING AND SAMPLES

Any items other than the Goods but including without prejudice to the generality of this phrase drawings and samples delivered by the Company to the Customer shall remain the property of the Company and shall be returned on demand without any unauthorised copy having been made

11. FORCE MAJEURE

- (a) The Company shall be under no liability to the Customer whether in contract or in tort insofar as it shall have been delayed or prevented from performing any or all of its obligations under the contract by reason of any matter beyond its reasonable control
- (b) If the Company shall become aware of anything which shall have such effect as is mentioned in (a) above it shall give notice to the Customer and if such circumstance shall prevent the performance of the contract for more than three months the Customer shall be entitled by notice in writing to the Company forthwith to terminate the contract or cancel any outstanding part provided that the Customer shall pay pro rata for all Goods supplied and materials used by and work done by the Company to the actual date of termination

12. INSTALMENTS

Where Goods are supplied by instalments each such instalment shall be a separate contract to which these conditions shall apply (mutatis mutandis) and not default in respect of any one instalment shall affect the contract as regards any other instalment

13. TERMINATION

The Company shall be entitled to terminate or suspend the contract by immediate notice to the buyer (but without prejudice to any antecedent right or remedy) upon the happening of any of the following:-

- (a) The Customer shall commit a breach of any obligation which in the opinion of the Company is incapable of rectification or shall not have rectified any breach which is so capable within 28 days notification of the Company's requiring it to do so
- (b) The Customer shall commit any act of insolvency or have a receiver appointed over any of its assets or shall take any steps or have steps taken against it for its winding up (other than for the purposes of amalgamation or reconstruction)

14. WAIVER

No failure to prosecute the Company's rights nor any grant or indulgence to the Customer shall constitute a waiver of any of the Company's rights save to the extent specifically recorded in writing and signed on behalf of the Company

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15. ASSIGNMENT

The Customer shall not be entitled to assign the benefit of the contract without the prior written consent of the Company

16. CANCELLATION

The contract may be cancelled by the Customer only with the Company's written consent. In the event that Goods are accepted for return a re-stocking fee of 20% of the value will be charged.

17. NOTICE

Any notice shall be sufficiently delivered if sent by first class post to the last known address of the addressee. Any such notice will be deemed to have been delivered in the ordinary course of post

18. MISCELLANEOUS

- (a) This contract shall be governed by and construed in accordance with the English Law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts
- (b) The unenforceability of any part of these conditions shall not affect the validity of enforceability of the remainder.