

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

- i "BUYER" shall mean the person, firm or company ordering the equipment as hereinafter defined and shall include the buyers legal personal representatives, successors and assigns.
- ii "SELLER" shall mean Network Extender Technologies Ltd and shall include the seller's successors and permitted assigns.
- iii "CONTRACT" shall mean Network Extender Technologies Ltd and shall mean the agreement between the buyer and the seller as evidenced by the seller's acknowledgement of the buyer's order including therein all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.
- iv "EQUIPMENT" shall mean all items supplied by the seller under the contract.
- v "CONTRACT PRICE" shall mean the sum so named in the contract together with any additions thereto or deductions there from agreed in writing under the contract and is exclusive of value added tax which is payable in addition at the rate applicable at the date of invoice.

2 GENERAL

- i Any contract for the sale of equipment between the seller and the buyer shall incorporate and be subject to these terms and conditions and terms and conditions (if any) contained in the buyers order form or other documents which are inconsistent with these terms and conditions shall be void and of no effect.
- ii Any representation or warranty whether written or oral made or given prior to the contact is hereby expressly excluded and any amendment to these terms and conditions shall not apply unless it is accepted and agreed by an authorised officer of the seller in writing.
- iii Any quotation given by the seller to the buyer is an invitation to the buyer to make an offer only within 30 days of the quotation date and no order place in pursuance of such a quotation shall be binding on the seller unless and until accepted by the seller in writing.
- iv Any waiver or breach of these terms and conditions shall not prejudice the sellers rights in respect of any subsequent breach.
- v The headings in these terms and conditions shall not affect the construction thereof.

3 DELIVERY

- i The seller will use its best endeavours to comply with any date or dates agreed for delivery of the equipment but such date or dates shall only be statements of expectation and in no way binding on the seller and accordingly time of delivery shall not be of the essence of the contract.
- ii Delay in delivery of the equipment shall not entitle the buyer to rescind or repudiate the contract or to claim any damages or compensation but if such delay arises as a result of any circumstances as envisaged under Clause 13 hereof and last for a period of more than six months, either party may by written notice to the other forthwith terminate the contract but the buyer shall pay the seller for any part of the equipment supplied.
- iii The buyer shall not be entitled to delay delivery under any circumstances and if the contract does not specify any date for delivery the buyer shall accept delivery when the equipment is available for delivery.

4 NON-DELIVERY

Non-delivery within 10 days of the date of despatch (if any) specified in the contract must be reported to the seller immediately in writing and to the carriers (if any).

5 ACCEPTANCES

- i The buyer shall inspect the equipment immediately on arrival and shall within three days after delivery give notice in writing to the seller of any matter or thing by reason whereof the buyer alleges that the equipment is not in accordance with the contract. If the buyer shall fail to give such notice, the equipment shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.
- ii If the buyer gives notice within the said period of three days that he rejects the equipment and such rejection shall afterwards become ineffectual by reason of the buyer dealing with the equipment as owner or by reason of any other conduct on the part of the buyer inconsistent with such rejection, the buyer shall be bound to pay the purchase price thereof in full and shall have no claim for damages or compensation by reason of any non-compliance of the equipment with the contract.

6 PAYMENT

- i The contract price shall become due for payment by bankers draft, cheque or cash without any deduction no later than 30 days after the date of delivery of the equipment unless otherwise agreed in writing.
- ii Time for payment of the invoice shall be of the essence and any sums not paid by the due date shall carry interest at the rate of 3% per annum over the base rate of National Westminster Bank plc until date of payment.

7 RISK

The equipment shall be delivered by or on the instructions of the seller to the buyer at the site specified in the contract provided nevertheless that from the time of despatch thereof from the sellers premises and until such delivery that risk of any loss or damage to or deterioration of the equipment from whatever cause arising shall be borne by the buyer. The buyer shall effect adequate insurance of the equipment in the full value thereof and shall procure that a note of the sellers interest is endorsed on the policy of insurance.

8 OWNERSHIP

- i The equipment shall become the property of the buyer on payment of all sums due and until then the buyer shall not be entitled to dispose of the same under any circumstances.

- ii In the event of default in payment by the buyer or the buyer entering into liquidation or being made bankrupt or having a winding up order made against it or having a receiver appointed in respect of its assets, the seller shall without prejudice to any other remedies it may have under the contract
 - (a) terminate the contract forthwith by notice in writing to the buyer, liquidator or other proper person as appropriate
 - (b) enter the buyers premises and recover and remove any or all equipment in respect of which full payment of the contract price has not been made and the buyer, liquidator or other proper person as appropriate shall afford the seller free access thereto and all such facilities as may be necessary to enable the seller so to do.

9 WARRANTY

- i The seller warrants to the buyer that it will use its best endeavours to procure the manufacturers of the various parts of the equipment to pass on the benefit of the warranties (if any) given by those manufacturers for the buyers benefit but no such warranty shall extend for a period of longer than 12 months from the date of delivery of the equipment.
- ii Save as aforesaid the seller shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the buyer against the seller arising out of or in connection with any defect in the equipment or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the contract or a fundamental term thereof) of the seller, its servants or agents in the performance of the contract.
- iii Without prejudice to the foregoing the seller shall in no circumstances be liable for any loss, damage, cost or expenses which in aggregate exceed the contract price.

10 CANCELLATION

In the event of cancellation of the contract by the buyer, the seller shall be entitled to claim as damages all the costs, liabilities and other payments it incurs to the manufacturers and suppliers of the equipment or any part thereof.

11 CONFIDENTIALITY

The seller and the buyer shall keep confidential and information obtained under the contract and shall not divulge the same to any third party without the consent in writing of the other party.

12 DRAWINGS, ILLUSTRATIONS ETC

Unless otherwise specified in the sellers quotation, all specifications, drawings and particulars of weights and dimensions submitted therewith are approximate only and the descriptions and illustrations contained in the sellers catalogues, price lists and other advertisement matter are intended merely to present a general idea of the equipment described therein and none of these shall form part of the contract.

13 FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond the party's reasonable control including but not Ltd to trade disputes, breakdown of plant, delay by suppliers, fire, theft, riot, war, prohibition of export or import or act of God.

14 TERMINATION

- i Either party shall have the right to terminate the contract if the other party is in breach of contract and does not rectify such breach within 30 days of receipt of notification thereof in writing.
- ii Such termination shall in all cases be without prejudice to the existing rights and obligations of both parties under the contract.

15 LAW

These terms and conditions and each and every contract made pursuant thereto shall be constructed and interpreted in accordance with the laws of England.