

KEC LIMITED

GENERAL CONDITIONS OF SALE

1. Parties

In these conditions of sale 'the company' means KEC Limited and 'the purchaser' means any individual, firm, company or corporation placing an order with the company.

2. Validity of Terms

All transactions with the company will be exclusively governed by the following terms. Other conditions will only prevail after written acknowledgement by the company.

3. Quotations, offers and Acceptances

- 1) Quotations are subject to withdrawal or modification at any time and are valid for a maximum period of 30 days unless otherwise specified.
- 2) All cost estimates, documentation, specifications, drawings and illustrations furnished or issued by the company are copyrighted and remain the company's property and must not be disclosed to any third party.
- 3) Orders must be submitted by the purchaser for goods and are only accepted if confirmed in writing by the company and any order placed by the purchaser shall be deemed to be an offer on the basis that these conditions are acceptable to the purchaser to the exclusion of all other terms and conditions, whether expressed in that order or implied by law.
- 4) There will be a minimum order value of £200 on all orders accepted by the company.

4. Prices

- 1) Prices quoted are strictly net and apply to the quantities and delivery rates stated overleaf. Any variations in quantity, specifications and rates of delivery may necessitate a price revision. Prices quoted for goods manufactured in countries other than the UK will be subject to increase To take account of currency fluctuations and any appropriate adjustment will be recorded on the invoice on the day of despatch.
- 2) Unless otherwise expressly stated overleaf all prices quoted are ex-works and packaging and delivery will be charged additionally together with any import duty levies.

5. Payment

- 1) All goods will be invoiced on despatch and payment is to be made net in cash within 30 days of date of invoice. In any case where goods are despatched in instalments each instalment of the goods shall be paid duly for within 30 days of invoice as a condition precedent to the purchaser's right to future delivery.
- 2) If payment is not made in full on the due date the purchaser shall pay interest at the rate of 2% per month for the time being on the unpaid balance until payment whether demanded or not and whether before or after judgement.
- 3) The purchaser shall not be entitled to delay, withhold or offset, payments due on the grounds that it has a claim or set off against the company.
- 4) The company reserves the right to require payment before delivery.
- 5) All costs incurred by the company in the collection of overdue accounts will be borne by the purchaser.

6. Non-Acceptance

- 1) If the purchaser refuses to accept the consignment, the company may after lapse of an additional four weeks' period, terminate the contract or claim liquidated damages for non-fulfilment. The company may also select after lapse of such four weeks' period, to otherwise dispose of the consignment and to provide for a new shipment to the purchaser with a reasonably extended term of delivery.
- 2) If delay in shipment is caused or requested by the purchaser, risk will pass on to the purchaser at the rate consignment is ready for shipment. From this date on, the company is entitled to invoice the total purchase price, terms of payment begin with the date of invoice. Starting two weeks after notification that goods are ready for despatch, the purchaser will be liable to a storage charge equivalent to 0.125% of the invoice price for every week or part thereof, but not to exceed a total of 5%.

7. Property & Risk

- 1) The goods remain the property of the company until the company has received payment of all monies due and owing to the company from the purchaser.
- 2) Without prejudice to the generality of the foregoing goods remain the property of the company until the price for them has been paid.
- 3) After the goods have been delivered to the purchaser and until the receipt of payment as hereinbefore provided the goods shall be held by the company and the following provisions shall apply.
 - (i) The company reserves the right to repossess the goods in the event of default or delay in full payment howsoever arising and the purchaser hereby grants the company the irrevocable licence to enter upon any premises of the purchaser for the purpose of so doing.
 - (ii) in the event that goods have been passed or sold to a third party the purchaser hereby assigns to the company the claims to payment or other satisfaction which he may have against the third party emanating from the transaction. The company shall not thereby be made liable for any obligations which may be owed by the purchaser to the third party.
 - (iii) The purchaser hereby gives power of attorney to the company to execute such deeds or documents as the company may require to perfect its title to any proceeds of sale held in trust for it.

8. Deliveries

Delivery dates quoted are the company's best estimate for delivery and whilst every effort will be made to keep to quoted delivery dates the company shall be under no liability whatsoever if for any reason delivery is delayed.

9. Cancellation

Any order placed and accepted by the company may be cancelled only with the consent of the company and on such terms as the company may determine.

10. Disposition of Goods

All goods exported from USA are subject to the granting of an export licence and the completion of any order is subject to this being obtained.

11. Export Control

Certain commodities are subject to USA State Department Export controls. These commodities are authorised by the US Government for export only to the United Kingdom. They may not be resold, diverted, transferred trans-shipped or otherwise disposed of in any country either in their original form or after being incorporated through an intermediate process into other end items without the prior written approval of the US Dept of State.

12. Import Duty

Where goods are imported by the company for resale to the purchaser the company may require the purchaser to pay the import duty element of the purchase price in advance to enable the goods to be released from HM Customs & Excise.

13. Damage & Loss In Transit

- 1) Claims for damages or shortages must be notified in writing to the carriers and the company (otherwise than by a qualified signature on the carrier's delivery note) within three days of date of delivery.
- 2) Non-delivery of the whole consignment must be notified within seven days of the date of despatch as shown on the invoice/advice note.
- 3) The company will not entertain claims unless the purchaser complies with the provisions of this condition.

14. Warranty

- 1) The standard warranty terms of the company are that it will modify or, at its option, replace free of charge any goods found by the company to be defective by reason of bad materials or workmanship for a period of twelve months from the date of invoice or shipment whichever is the sooner. This warranty is subject to the qualification that in some instances warranties are operated by our associated companies and principals. These terms are available on application and where such warranty applies instead of the company's standard warranty, the company's sole responsibility shall be to pass on to the purchaser the warranty of its associated company or principal to the extent that it is able to do so.
 - 2) The warranty does not cover fair wear and tear, the consequences of carelessness or incompetence of those handling or operating the goods or the performance of the goods other than under the conditions for which they were obtained.
 - 3) The aforesaid warranty provisions shall so far as is permitted by law be in lieu of any other warranty or condition, expressed or implied, statutory to otherwise and in no event shall the company be liable for the purchaser's loss of profits, increased cost of working or any like consequential loss.
 - 4) It shall be the purchaser's responsibility to satisfy itself that the goods are suitable in all respects for the purchaser's purposes and it shall be deemed to do so.
 - 5) Unless stated in the purchase contract, and specifically agreed by us, the purchaser shall be wholly responsible for ensuring that the products supplied are used in such a manner as to ensure compliance with Directives on Electro-Magnetic Compatibility such as Directive 89/336/EEC and/or its equivalent for Telecommunications Equipment.
- ### **15. Force Majeure**
- The company shall be relieved of obligations arising under this contract wherever occurring and to the extent that the fulfilment of such obligations is prevented, frustrated, impeded or delayed directly or indirectly as a consequence of force majeure, which term shall include acts of God, fire, theft, riot, declared or undeclared war embargo, strikes, reductions in or availability of raw materials from normal sources or routes of supply, action of any Government Council or other duly constituted authority and any other occurrence similar in nature to those specified beyond the reasonable control of the company and/or its associated companies.

16. Patents etc.

The purchaser shall indemnify the company against all claims for patent, copyright or other intellectual property right infringement with respect to goods manufactured by or on behalf of the company for the purchaser's design or drawings.

17. Termination & Suspension

The company reserves the right to cancel any order received or suspend delivery of any goods:

- 1) If compelled to do so by reason of force majeure as above defined, or
- 2) in the event of the failure by the purchaser to comply with any of its obligations under this contract, or
- 3) if the company is reasonably of the opinion that the purchaser is not in a position to meet its commitments to the company or (being a limited company) goes into liquidation other than a voluntary liquidation for the purposes of amalgamation or reconstruction only or has a receiver appointed of its undertaking or assets or a substantial part thereof. Any suspension of delivery or termination of the contract by the company shall be without prejudice to any other rights which the company may have against the purchaser.

18. Proper Law

English law shall be applicable and the purchaser shall submit to the jurisdiction of the English Law.