

DELTA TAU (UK) LIMITED
Terms & Conditions of sale

1. QUOTATION AND ACCEPTANCE

- a. Quotations are valid only for Thirty (30) days and are given subject to and only upon these terms and conditions and represent no obligation until the seller accepts the Purchasers order in writing. The sellers conditions shall apply to the entire exclusion of those of the purchaser, and no course of the dealing established between the Seller and Purchaser and no variation there of shall be binding upon the seller unless and until accepted in writing by a duly authorised person on behalf of the seller.
- b. Telephone orders will be accepted only with a Purchasers official order number. Written confirmation of such orders must be received within seven days of this verbal order.

2. PRICE AND PAYMENT

- a. The contract price excludes Value Added Tax or any other tax or duty payable, the amount of such taxes or duty shall be added to the contract price and shall be payable by the Purchaser in the same manner as the contract price.
- b. The Seller shall be entitled to adjust the contract price by such amount as it sees fit at any time before delivery of the relevant goods in the event of any increase in the cost to the seller in supplying any goods whether such increase shall result from higher cost of raw materials, labour, transport or overhead expenses or from other causes whatsoever.
- c. Unless otherwise agreed in writing between the Seller and the Purchaser the contract price is based on the assumption that the goods will be supplied in one batch and to the Purchasers address as set out in any estimate and accordingly the Seller may at its discretion at any time increase the contract price to take in to account of any additional cost to the Seller (including but not limited to storage and delivery costs) by reason of the supply of the goods in more than one batch or to a different address provided always that the Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.
- d. Payment shall be made (except where the Seller stipulates C.W.C. or C.O.D. terms) not later than thirty days following the date of the invoice ("the due Date"). All payments shall be made in full without deduction in respect of any set off or counterclaim.
- e. If payment of any sum payable to the Seller is not made on or before the due date the seller shall be entitled to charge interest thereafter on such sum at the rate of 4% per annum above the current base rate, such interest being deemed to accrue from day to day and being compounded on the first day of each calendar month.
- f. The contract price shall be payable by the Purchaser notwithstanding any delay in delivery or performance under the contract and

notwithstanding any adjustments or corrections of defects which may be required to the goods.

- g. Payments for export from the UK through an irrevocable letter of credit established in favour of the seller and confirmed by a London Clearing Bank. The letter of credit shall have an initial validity equal to the delivery period plus one month, ii permit part shipments and, iii provide for the release on each shipment of 100% of the contract value thereof. No liability to deliver goods shall arise before the seller receives such a letter of credit.
- h. Any discounts specified by the seller shall apply only where payment I received as indicated above. The purchaser against the seller shall not withhold payment on account of any claim. The seller reserves the right to suspend deliveries where payment for any order, related or otherwise has not been made by the due date and remains outstanding.
- i. If at any time any sum of money becomes payable by the seller to the purchaser under or in connection with the contract or any breach thereof by the seller shall be entitled, in addition to any other rights of set-off conferred by the law, to set-off against such sum any amount then due, or which may at any time thereafter become due to the seller from the purchaser under the contract or any other contract, order or transaction between the seller (or any such company) and the other purchaser.

3. DELIVERY

- a. Goods will be packed in non-returnable packaging. Carriage will be arranged and costs added to the contract price plus VAT. Any applicable C.O.D. charges will be added to the price of the contract plus VAT.
- b. Any delivery period quoted is an estimate only and commences from the seller's acknowledgment of the purchaser's order. Provided the seller takes all-reasonable steps to deliver the goods at the time stated the seller should be under no liability for any failure in delivery.
- c. If by reason of instructions or lack of instructions from the purchaser the dispatch of any goods in accordance with the contract is delayed for twenty eight days after the seller has given written notice to the purchaser that such goods are ready for despatch the goods shall be deemed to have been delivered in accordance with the contract and thereafter the goods shall be deemed to be at the risk of the purchaser. The purchaser shall pay to the seller the reasonable cost of storing protecting and reserving such goods after the expiry of such period twenty-eight days.

- d. If the contract provides for delivery by installment delay in delivery of any installment shall not entitle the purchaser to treat the contract as at end or reject any other installment.
- e. If the goods have not been received within three clear working days of the delivery date notified to the purchaser by the seller or if they have been received but appear to be in a damaged condition or if there are shortages then the purchaser shall give written notice to the seller and the carrier of the relevant facts within three days where delivery is effected through post or on the sellers or purchaser own vehicles (followed by a detailed claim within ten working days) and twenty one days where delivery is effected by other transport followed by a detailed claim with thirty days. If such notice is not so given the seller shall not be liable to the purchaser in respect of any loss or damage suffered by other reason of non delivery, short delivery or damage which is apparent upon inspection and the purchaser shall accept liability as if all goods had been received and shall not claim against the seller in respect of non delivery or damage in transit.
- f. The purchaser is responsible for providing any necessary unloading facilities at the place of delivery and the seller shall not be liable for any loss or damage arising as a result of the lack or inadequacy thereof.
- g. Goods shall be at the purchasers risk from the moment of despatch or deemed delivery as described in sub clause 3c, whether or not property in the goods has passed or payment or part payment made thereof and thereafter the purchaser shall be responsible for insuring the goods.
- h. Purchasers outside the UK are responsible at their own expense for obtaining any import licence required in the country of destination. The seller is responsible for seeking any necessary licence to export from the UK unless the purchaser's office issuing the order is located in the UK.
- i. In case of the goods delivered to the order of the purchaser the purchaser shall remain responsible for complying with the provisions of this clause.

4. RETENTION OF TITLE

- a. Property in the goods and in all goods supplied by the seller to the purchaser (whether or not the same shall have been paid for) shall remain in the seller until payment in full thereof by the purchaser but prior thereto the purchaser shall be permitted to deal with the goods as hereafter provided.
- b. The purchaser shall be entitled to use the goods in the course of its business upon condition that if the goods are incorporated or mixed with other goods belonging to the purchaser.
 - If the goods remain separately identifiable but irremovable the seller shall retain the property therein.
 - If the goods remain separately identifiable but irremovable ownership of the goods or chattels with which the goods have been incorporated or mixed (hereafter called "the mixed goods) shall be transferred to the seller and such transfer of ownership shall be

deemed to take place at and have effect from the time of incorporating or mixing.

- If as a result of incorporation or mixing new goods or articles are produced (thereafter called the products) the seller shall be the owner thereof and such ownership shall be effective from the time of incorporation or mixing.
- c. The purchaser shall be entitled to sell the goods the mixed goods and the products upon condition that if required in writing by the seller the entire proceeds thereof shall be paid into a separate identified account by the purchaser and held by the purchaser on trust for the seller absolutely.
 - d. Subject to sub-clause b and c hereof until payment in full for the goods by the purchaser the goods, mixed goods, and the products shall be held by the purchaser as fiduciary bailee for the seller and the purchaser shall.
 - Store the same separately from all other goods in its possession so as to be identifiable as the property of the seller.
 - Keep and maintain the same in good condition.
 - Not alter damage pledge charge or otherwise deal with or dispose of the same.
 - Enable the seller to inspect the same by permitting the seller on demand to enter upon any premises in the control of the purchaser its subsidiaries or associated companies.
 - e. At any time before payment in full for the goods by the purchaser the seller may by notice in writing determine the purchasers rights under sub-clauses b and c hereof and the purchaser shall thereupon deliver up the goods, the mixed goods, and the products to the seller and at any time after giving written notice the seller may enter upon any premises in the control of the purchaser its subsidiaries or associated companies where the seller reasonably believes the goods, the mixed goods and the products to be and remove them.
 - f. The seller shall continue to enjoy the rights conferred under sub-clause e hereof notwithstanding that the goods, the mixed goods and the products may have been affixed to land so as to become fixtures.

5.1. SPECIFICATIONS

- a. The purchaser shall be responsible for ensuring that any designs specification information or instructions supplied by the purchaser or by any agent or representative of the purchaser are clear and correct in every particle and meet the purchasers requirements and purposes whether or not the same have been communicated to the seller and the purchaser shall indemnify and hold the seller harmless in respect of any liability loss injury damage demand cost change or expense which may be incurred or sustained by the seller by reason of or arising directly or indirectly out of any claim in respect of any inaccuracy ambiguity or illegibility in respect of any such designs specifications or information or otherwise in relation thereto.

- b. Any drawings supplied by the purchaser shall become the property of the seller.
- c. Any samples illustrations descriptive material or specifications made available by the seller including (but without limitation) designs drawings specifications of material weight capacity or dimensions or estimates of performance shall not form part of the contract but shall be treated as approximate only unless specially stated otherwise. All samples and documents containing such illustrations or descriptive material (as well as the copyright therein) shall remain the exclusive property of the seller and must not be copied or learned or transferred.

5.2. DESCRIPTION OF DATA

- a. Where the seller is the manufacturer goods will be supplied substantially as described but the right is reserved to make design changes. Where the seller is not the manufacturer goods will be supplied to the manufacturer's current specification and finish.
- b. The seller shall make every effort to ensure the accuracy of technical data or literature relating to the goods, but the seller (so far as permitted by law) accepts no liability in contract, tort or otherwise for any damage or injury arising directly or indirectly from any error or omission in such technical data or literature

6. LIABILITY

- a. The purchaser shall immediately examine all goods upon delivery and with the discovery of any visual faults or defects shall notify the seller thereof in writing within three days. All non-visual faults or defects must be notified to the seller in writing within thirty days.
- b. Subject to compliance with clause 6.a. (in respect of damage suffered by reason of non delivery short delivery or damage in transit) with clause 3 hereof and upon the goods being returned to the seller within ten days of such notification as SUBJECT ALSO to the proviso below if such fault defect or damage is established to the seller's satisfaction to have occurred whilst on delivery the seller shall accept the same credit and replacement and if the purchaser shall deliver such goods to the seller's premises free of charge then the seller shall deliver the repaired or replaced goods at their expense to the original place of delivery and all goods so replaced shall remain or immediately become again the property of the seller PROVIDED ALWAYS that the seller shall not be liable to replace goods or make up shortages.
 - If the respective time limits for notification are not strictly complied with.
 - If the purchaser has without the seller's previous written consent effected modifications to the goods.
 - If the faults or defects were caused by incorrect or negligent handling disregard of operating instructions overloading unsuitable work faulty erection or any other default act or omission of the purchaser its servants or agents.

- If fair wear and tear accident or any other matter beyond the seller's reasonable control caused the faults or defects occurring after delivery.
- If the said fault or defect or damage does not amount to more than plus 10% or minus 5% of the quantity or weight specified in the purchaser's order unless otherwise agreed in writing.

- c. Except as provided in this clause the seller accepts no liability for any such fault defect loss or damage arising directly or indirectly from any breach by the seller of the terms of the contract or the general law and in particular (but without limitation) the seller shall not be liable for other faults or defects in quality or dimensions which shall therefore not be a ground for the cancellation of the contract or for the balance of the contract by the purchaser.
- d. The seller's liability under this clause shall not be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause the seller shall not be under liability whether in contract or otherwise in respect of defects or from any work done in connection therewith.
- e. The seller shall not be liable in any circumstances whatsoever whether in contract tort or otherwise for delay loss of production loss anticipated profits or revenue or contracts loss of or damage to other property or goods and (except when caused by negligence) death or injury to persons or for any other indirect or consequential loss or damage arising from any cause whatsoever.
- f. The seller shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused either wholly or in part by circumstances outside the seller's control.
- g. If the purchaser wishes to rely upon any representation made on behalf of the seller its servants agents or employees but not expressly embodied in any tender quotation or contract to which these conditions apply the purchaser shall give the seller written notice of such reliance before the seller incurs any obligation consequent upon such representation and the purchaser shall not otherwise be entitled to rely upon such representation unless the same is specifically agreed to in writing by the seller.

7. GUARANTEE

- a. Subject to clause 6 and 8a the seller at its discretion guarantees to refund the price or to repair or replace free of charge any goods found to its satisfaction to be defective within 12 months of the date of delivery to the purchaser owing to faulty design, materials (save when either are the fault of the purchaser) or workmanship, provided that the goods have not been modified or repaired other than by the seller and have been operated, stored and maintained within the seller's recommendations for use. In the case of goods repaired or replaced by the seller the guarantee shall terminate at the end of the original guarantee period.
- b. Goods returned under guarantee must be delivered to the seller's premises at the purchaser's expense accompanied by the original packing note and a statement of the reason for the return. If found not to be defective (or when

the defect is attributable to the purchasers design or materials) goods will be returned to the purchaser at its expense and subject to a minimum testing charge of 15% of the invoice price plus VAT.

- c. The seller's liability under conditions 6,7a and 8a are the sole liability of the seller as regards the quality, fitness, description or correspondence with sample of the goods. All other representations warranties conditions terms and statements in such regard, express or implied, statutory or otherwise are excluded save where not capable of exclusion at law.
- d. Goods shall not be considered defective for the purposes of these conditions unless 1 they are not in accordance with any specification of the purchaser accepted in writing by the seller or 11 if there is no such specification or to the extent that such specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the goods the goods do not conform to the sellers published information (if any) or otherwise to the standards which the seller considers normal or usual for products of the kind sold at a similar price. The seller is not in a position to ensure that the purchaser's specification is correct and/or sufficient for the purpose intended by the purchaser and the purchaser is solely responsible therefore.

8. SERVICE EXCHANGE & REPAIR

- a. The seller can provide a service facility in respect of selected products. A standard charge for each product will be made when they are not eligible for claims under warranty. Whether by reason of the time, which has elapsed since purchase, or for some other reason?
- b. The service is subject to the availability of parts and is only available if the product has suffered neither excessive physical nor electrical damage and is free from modifications other than modifications which may be detailed in the literature supplied with the product.
- c. Such products are accepted for service subject to the following conditions.
 - 1. The product must have been purchased from the seller. 11. The service charge must be paid to the seller no later than the date of receipt of the product at the sellers repair address except that customers with an authorised credit account who enclose a properly authorised written order request repair of the product may pay through such account and will be invoiced in due course. 111. The seller may at its absolute discretion either services a product, which it accepts for service, or replace it with a substitute product. 1v. Any part of any substitute product supplied subject to the standard conditions of sale which are current at the date of the serviced or replaced product is despatched save than any warranty claims must be made within 6 months of the date of the delivery in respect of service.

9. GOODS NOT MANUFACTURED BY THE SELLER

- a. Goods not manufactured by the seller and all software are supplied on condition that the sellers liability in contract, tort or otherwise shall in no circumstances extend beyond the liability to the seller of the manufacturer or supplier of such goods or software. In particular, but without limitation the benefits of the supplier/manufacturers guarantee or warranty attaching

to the goods or software shall be made available to the purchaser and condition 7a shall not apply.

- b. By ordering the goods or software the purchaser agrees to 1. Comply with the terms of any licence granted to the seller in respect thereof and 11. Indemnify the seller and keep it indemnified against any claim made by the relevant licensor against the seller as a result of any act or omission on the part of the purchaser.
- c. Details of the aforementioned guarantee, warranty and license (if applicable) are available on request from the seller

10. FORCE MAJEURE

The seller shall have no liability in respect of failure or delay or in performance of any, obligations under the contract due to any cause outside the seller's control including but not limited to act of God, fire, war, civil disturbances, riot, act of government, currency restriction, industrial disputes, unavailability of materials or failure of supplier carrier or sub-contractor to deliver on time.

11. PRICE VARIATION

The seller reserves the right to increase the price of the goods in proportion to any increase of costs to the seller between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, labour, materials, transported taxes) or where the increase is due to any act of default of the purchaser, including without limitation the cancellation by the purchaser of part of any order or non-adherence to agreed call-off or scheduled delivery arrangements.

12. STORAGE

When delivery is delayed for reasons attributable to the purchaser or its agents, a. storage and other additional costs will be charged to the purchaser, b. the goods will be at the purchasers risk from the date of commencement of such delay, c the original delivery date shall be the date of commencement of the guarantee and d. the seller may invoice the price on the original delivery date.

13. INTELLECTUAL PROPERTY RIGHTS

- a. The sale of goods and the publication of any information or technical data relating thereto do not imply, and the seller gives no warranty as to, freedom from the patent, registered design or other industrial property rights of the third parties (whether arising or created before or after the date of delivery of the goods) (IPR) in respect of the goods or any particular application thereof or any method in which the goods are used or disposed of or any combination of the goods with or into any other product (whether or not supplied by the seller), whether or not that application, method or combination is the application, method or combination in which the goods can be disposed of or used.
- b. The purchaser warrants that any design or specification supplied or specified to it by the seller will not involve the infringement of any IPR in the manufacture and sale of the goods by the seller.

- c. The purchaser undertakes to indemnify and keep indemnified the seller against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any IPR arising out of or in connection with the matters described in paragraphs a and/or b above.
- d. The purchaser undertakes to ensure that its directors employees and agents shall keep secret and confidential and shall not use copy adapt alter or part with possession of or disclose to any other person any information or material of a technical or business nature relating in any manner to the business or products of the seller.

14. U.S. EXPORT CONTROL REGULATIONS

The seller shall in no circumstances be liable for any damage, loss or claim howsoever, occasioned by any act or omission on the part of the purchaser in contravention of any regulations issued by the United States Government concerning the export of goods, services or technology. Any goods supplied by the seller whose export from the United Kingdom is restricted by any aforementioned regulations shall not be exported by the purchaser without the prior approval of the relevant authorities concerned with the administration of such regulations.

15. TOOLS

Tools made for the manufacture of goods and the copyright therein remain the seller's property notwithstanding that the purchaser may have been debited with any sum in respect of their cost.

16. PURCHASERS ITEMS

Items supplied by the purchaser for the contract shall be suitable quality and shall be provided free of charge in the quantities and at the times required by the seller. Any defect in such items shall not entitle the purchaser to rescind, reject the goods, make deductions from the contract price or claim damages in respect of such defect and the purchaser shall indemnify the seller from and against all action, demands, claims, proceedings, losses, or costs arising from the supply of defective items by the purchaser.

17. LIMITATION OF LIABILITY

- a. Save in the case of personal injury or death caused by the negligence of the seller and other than as provided in conditions 6,7 and 8, the seller shall not be liable in contract tort, breach of statutory duty or otherwise for any loss, injury, destruction or damage suffered by the purchaser by the purchaser whatsoever or howsoever arising out of or in connection with the supply of goods or services by the seller.
- b. If for any reason the provisions 7c, 12 and 17a are of no effect in respect of any claim against the seller, the seller liability in respect of that claim shall in no event exceed the price paid for the relevant goods or services by the seller.

- c. The seller accepts no liability whether in contract, tort, breach or statutory duty or otherwise for any loss of use, profits or contracts or any other form of consequential or indirect loss or damage.

18. CANCELLATION AND RETURNED GOODS

- a. Cancellations will not be accepted for non-standard items. If the seller agrees to accept cancellation of an order for standard items a charge of 20% of total order price will be made.
- b. Except as provided in condition 6 & 7 no returns are permitted without the seller's previous agreement.
- c. Agreed returns other than under conditions 6 & 7 must be at the purchasers expense in original condition and, if tested by the seller will be subject to a minimum charge of 15% of the invoice price plus VAT.

19. TERMINATION

If the purchaser commits any breach of the terms and conditions of the contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put in to liquidation (other than solely for amalgamations or reconstruction while solvent) or if a receiver or administrator is appointed over any part of the purchasers business, the seller may without prejudice to any rights which may have occurred or which occur to it terminate the contract summarily by written notice.

20. LAW

Any question relating to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of England.