

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS BY MIDAS COMPONENTS LIMITED

1. Definitions;

The following definitions shall apply to the following terms when used in these conditions:

"The Seller" means Midas Components Limited or any subsidiary or associate company of the seller.

"The Goods" means the Goods supplied by the Seller to the Purchaser.

"The Services" means the services, including without prejudice to the generality of the foregoing, the installation of Goods supplied by the Seller to the Purchaser.

"The Purchaser" means the person to whom Goods and/or Services are supplied by the Seller and where the Purchaser is a company and subsidiary or associate company of the purchaser.

2. Quotations and Acceptance;

Quotations are valid for 30 (thirty) days unless withdrawn and represent no obligation upon the Seller until the Seller accepts the Purchaser's order and furthermore the Seller reserves the right without notice to alter the price of Goods due to circumstances beyond the Seller's control and to correct errors and omissions.

The Purchaser's order must be identified with an order number and must refer to any quotation issued by the Seller and must contain sufficient information to enable the Seller to proceed.

In the event of inconsistency between these conditions and the Purchaser's conditions, these conditions and any other specific terms imposed by the Seller shall prevail. No variation of these conditions or any other specific condition imposed by the Seller shall be binding upon the Seller or the Purchaser unless or until the variation has been accepted in writing by a duly authorised person on behalf of the Seller. This condition applies equally whether or not a variation is made before or after the conclusion of a contract of sale or supply between the Seller and the Purchaser.

These conditions shall apply to any future oral or written contract for the supply of Goods and/or Services by the Seller to the Purchaser save to the extent that such conditions are in any such future contract specifically varied or excluded or are inconsistent with what is expressly agreed in any such future contract.

3. Price and Delivery;

Prices do not include value added tax or any other applicable tax imposed upon the value of sales, which taxes shall where applicable be charged at the appropriate rate prevailing at the tax point for the sales in question.

The Seller reserves the right to increase the price of Goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser including cancellation by the Purchaser of the part of any order.

Where agreed call offs are not adhered to by the Purchaser the Seller reserves the right to amend the price structure in accordance with the quantities delivered. Every endeavour shall be made by the Seller to deliver Goods in accordance with the Purchaser's order and subsequent written confirmation from the Seller. Upon delivery the Goods shall be and thereafter remain at the risk of the Purchaser.

4. Quantities;

The Seller reserves the right to over-ship or under-ship any order to the extent of 10% of the total specified quantity. Claims for further discrepancies must be made in writing, within one week after receipt of Goods by the Purchaser.

5. Terms of Payment;

Payment for Goods are strictly net 30 days from date of invoice unless otherwise agreed in writing with an authorised official of the Seller. In the event that payment is not made by such date, the Seller will be entitled to recover from the Purchaser interest on any outstanding balance at the rate of 4% above HSBC Bank Rate per month for the time being in force from the date of the Seller's invoice to the date of payment. In the event of non-payment of Goods at the appropriate time, the Seller reserves the right to withhold deliveries to that Purchaser until such time as the outstanding amount has been cleared.

6. Warranties & Limitation of Liability Therefore;

The Seller warrants that it will replace defective Goods sold by it, provided, that:

- a) Purchaser notifies the Seller of any claims of defect in material or workmanship within 21 days after receipt of shipment; and
- b) Return of Goods or parts is authorised by the Seller and then returned to the Seller within 10 days of such authorisation, transportation charges prepaid;
- c) Goods or parts are found to be defective in materials or workmanship upon examination by the Seller.

Goods shall not be considered as defective or non-conforming if they substantially fulfil performance requirements and are manufactured in accordance with either manufacturer's specifications or government specifications where applicable. This warranty will not extend to Goods which have been subject to misuse, neglect, accident or improper installation, or which have been repaired or altered outside the manufacturer's factory. The Seller shall not be liable for any expense incurred by the Purchaser nor for any special or consequential damages, liquidated damages or penalties suffered by the Purchaser or anyone else with respect to defective or non-conforming material.

7. Title;

Goods remain the property of the Seller until such time that payment has been received in full for the said Goods. In the event that payment for the Goods is not in strict conformity with the terms of payment contained in these Conditions or in such other terms of payment as shall have been specifically agreed in writing between the parties, the Seller shall be entitled to repossess the Goods if he has parted with possession and shall have an irrevocable free license to enter onto property belonging to the Purchaser or its agents for the purpose of recovering possession of the Goods.

The Seller reserves in accordance with Section 19 of the Sales of Goods Act 1979 the right of disposal and retains all right and title to any Goods delivered to the Purchaser under any agreement for sale until either:

- (i) The time of receipt by the Seller of all sums payable in respect thereof (whether such sums are due on delivery or are the subject of any credit agreed or granted for any period thereafter and any other sums due from the Purchaser at the date of delivery on any other account or,
- (ii) If the Purchaser incorporates the Goods in other Goods in the ordinary course of manufacture until the time of such incorporation whichever of these two times is the earlier.

Until such payment or any such incorporation the Purchaser shall hold and store the Goods as bailee for and on behalf of the Seller and in such a place and way that the Goods are readily identifiable as the Seller's property and shall deliver them up to the Seller forthwith upon the Seller's request made at any time after the delivery. Any such request by the Seller shall have the effect of bringing to an end the agreement for the sale of the Goods to the Purchaser (without prejudice to the Seller's rights to claim damages from the Purchaser for any breach of the agreement for sale prior to such request). Prior to payment as aforesaid and prior to any such request as aforesaid:

- (i) the Purchaser shall be entitled to incorporate the Goods in other Goods in the ordinary course of manufacture but shall not otherwise have any right to use the Goods, and
- (ii) the Purchaser shall not have any rights to dispose of the Goods in circumstances where they have not been incorporated in other Goods pursuant to (i) except as agent for and on behalf of the Seller and any such disposal of the Goods for and on behalf of the Seller shall bring

the agreement for sale to the Purchaser to an end and the Purchaser shall receive and keep separate and hold all rights to the whole proceeds thereof as agent on behalf of and for the sole account of the Seller.

8. V.A.T.;

Value Added Tax shall be charged at the current legal rate if applicable.

9. Modifications or Cancellations;

Orders accepted by the Seller cannot be modified or cancelled except with the Seller's written consent and upon terms which will indemnify and protect the Seller against all losses.

10. Intellectual Property Rights;

- a) The sale of Goods and the publication of any information or technical data relating thereto does not imply, and the Seller gives no warranty as to, freedom from the patent, registered design or other industrial property rights of 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 issued or disposed of or any combination for 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 only application, method or combination in which the Goods can be disposed of or used.
- b) The Purchaser warrants that any design and specifications supplied or specified 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).

11. Special Conditions;

In the event of the Purchaser's order form containing special printed conditions the order for the Goods will only be accepted by the Seller on the understanding that those conditions are not at variance with those of the Seller, or, if there is any variance, such conditions have been waived by the Purchaser.

12. Applicable Law;

The Seller's quotation, and the contract between the Seller and the Purchaser shall be governed by English Law and the Purchaser hereby irrevocably submits to the jurisdiction of the English courts.

13. Force Majeure;

The Seller shall have no liability in respect of any failure or delay by the Seller to deliver the Goods or to perform the Services or otherwise to perform any of its contractual obligations with the Purchaser insofar as any failure or delay is due to any cause outside the reasonable control of the Seller including but without generality of the foregoing industrial action, strikes, lock outs, shortages of labour or other labour troubles, non availability to the Seller of supplies of stock parts or materials delay in delivery of Goods or materials therefore by suppliers or other persons civil commotion, riots, war or threat or preparation of war breaking off diplomatic relations, fire, explosion, accident, sabotage, storm, flood, earthquakes, fog, subsidence, pestilence or epidemics or mandatory compliance with any direction request or order of any person having or appearing to have authority whether for defence or other governmental or national purpose government action legislation or regulation any act of God any requisition for materials or services apparently or stated to be for the purposes of defence inability to obtain fuel power transportation and any such delay or failure to deliver such Goods or as the case may be to provide such Services shall not effect the obligation of the Purchaser to pay for the Goods already delivered and for Services already provided in the event that such delay continues for an unbroken period of six days either party shall have the right by notice in writing to terminate the contract or contracts in question to the extent that they shall not already have been performed.