



VIDECON PLC TERMS AND CONDITIONS OF SALE

1 DEFINITIONS AND GENERAL

In these Conditions:

The "BUYER" means the direct purchaser of the goods from the Seller.

The "CONDITIONS" means the terms and conditions of sale set out in this document.

The "CONTRACT" means the contract for the purchase and sale of goods.

The "GOODS" means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these conditions.

The "SELLER" means Videcon PLC.

"WRITING" includes telex, cable, facsimile transmission and similar means of communication.

The uniform laws on International sales shall not apply.

2 BASIS OF THE CONTRACT

2.1 Quotations are not binding on the Seller who may refuse to accept any order and may withdraw it before acceptance of order. An order shall be deemed to be accepted only when the Seller has sent a written acceptance or has commenced work upon or despatched or otherwise appropriated items for performance of the order.

2.2 Acceptance will be subject to these Conditions and the express terms of the quotation and no qualifications or condition contained in any request for quotation, order or other communication from the Buyer shall form any term of the Contract unless expressly accepted in writing by a director or Divisional manager of the Seller.

2.3 Unless otherwise stated therein a quotation will lapse in any event of thirty days after its date of issue.

2.4 Orders are accepted subject to the credit status of the Buyer being satisfactory to the Seller which may cancel the Contract if its credit enquiries at any time prove unsatisfactory to it.

2.5 Acceptance of a quotation must be accompanied by all information necessary for the Seller to proceed with the Contract. If work is delayed or additional costs incurred through lack of such information or changes in information, the Seller may amend the Contract price to cover the additional costs and /or extend the delivery date.

2.6 All prices quoted are based on information available at the time of quotation. The Seller reserves the right to vary prices at any time without notice prior to the date of the relevant invoice and the price payable by the Buyer shall be the price applicable at the date of the invoice.

2.7 Any contract made between the Seller and the Buyer incorporates and is subject to the conditions and delivery of the Goods to the Buyer is conclusive proof that the Buyer has accepted the conditions to the exclusion of any other terms and conditions and in particular those of the Buyer.

2.8 No variation to the condition shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller prior to the date of the contract.

3 PRICE

Unless otherwise agreed in writing the stated price is ex-sellers works and is expressed in pounds sterling net and is exclusive of value added tax and any and all other taxes, levies, import duties and charges of a similar nature and all carriage, insurance, packing and freight charges. Where such price is based upon a currency other than pounds sterling any fluctuations in the exchange rate of such currency against pounds sterling between the date of order and the date of the Sellers invoice which adversely affect the Seller shall be passed on to the Buyer who shall pay the same in accordance with the clause 4 hereof.

4 TERMS AND PAYMENT

4.1 The Seller may invoice the Buyer for the price of Goods on, or at any time after delivery, unless they are to be collected by the Buyer, or the Buyer wrongfully fails to take delivery of them, in which event the Seller may invoice the Buyer for the price at any time after the Seller has notified the Buyer that they are ready for collection, or (as the case maybe) has tendered delivery of them.

4.2 The Buyer shall make payment by the 25th of the month following the month appearing on the invoice, notwithstanding that delivery may not have taken place, or property in the Goods has not passed to the Buyer. Payment is deemed to be made when the Sellers bank account is credited with the amount due with cleared funds. The Seller may invoice and apply for payment for each shipment separately.

4.3 The Buyer shall make all payments here under in full without deduction, set off or counter claim whatsoever from, or against the same, except as required by law and regardless of any delays in delivery or performance or any corrections or adjustments that may be necessary to the Goods.

4.4 The time for performance of the Buyers obligation (whether as to payment or otherwise) shall be of the essence so that failure to perform shall entitle the Seller at his option, to treat the Contract as repudiated by the Buyer or to delay shipment or otherwise withhold performance (in which event the Sellers time for performance shall be extended accordingly). In the case of delivery by instalments, failure to perform in respect of one shipment shall entitle the Seller, at its option, to cancel or delay or withhold performance in respect of that shipment or other shipments, or to treat the whole Contract as repudiated by the Buyer.

4.5 The Buyer may cancel the Contract in whole (but not in part unless the Seller so agrees in writing) by written notice to the Seller accompanied by payment of a cancellation charge computed as follows.

More than 90 days before agreed delivery date 8%

90 days or less but greater than 60 days before agreed delivery date 20%

60 days or less but greater than 30 days before agreed delivery date 30%

30 days or less before agreed delivery date 100%

Provided that if the Goods have been described as "Specials" on the quotation or the written confirmation of the order the cancellation charge shall be 100% of price regardless of when written notification of cancellation is received and accepted by the Seller.

4.6 If any monies payable by the Buyer to the Seller are not paid when due or if the Buyer is in breach of any of its obligations (whether under the Contract or any other agreement with the Seller) or becomes bankrupt, entered into liquidation, has an administration order made in respect of it or suffers the appointment of a receiver to all or any of its assets, the Buyer shall immediately pay to the Seller all monies payable by the Buyer under the Contract or any other agreement with the Seller (whether or not then otherwise due for payment) and without prejudice to any other remedy.

(a) the Seller shall have the following rights in respect of the Contract and every other agreement with the Buyer:

(i) to suspend or cancel the delivery of any further Goods and any other performance by the Seller (and if suspended the Sellers time for performance shall be extended accordingly).

(ii) to terminate all or any part of the Contract and any unexecuted Contract with the Buyer.

(b) the Buyer shall pay to the Seller by way of full indemnity all costs of any nature incurred by the Seller arising from the breach by the Buyer (including, but not limited to, all legal costs on a full indemnity basis).

4.7 The Buyer shall pay interest (after as well as before judgement) on any monies payable by the Buyer to the Seller which are not paid when due at an annual rate of 3 percentage points above base rate of Lloyds Bank Plc from time to time compounded with monthly rests calculated from the date of due payment until the date of actual payment.

4.8 The Buyer shall indemnify the Seller (after as well as before judgement and on as many occasions as necessary to indemnify fully the Seller) against any loss or expense which the Seller may suffer in the event of any delay in payment or other breach of Contract by reason of any change in currency exchange rates between the date payment fell due and the date payment is actually received by the Seller and no proof or evidence of any actual loss shall be required by the Buyer.

5 DELIVERY

- 5.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Sellers premises at any time after the Seller has notified the Buyer that they are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering them to that place.
- 5.2 Whilst every effort will be made to adhere to any agreed shipment dates, such dates are not guaranteed and the Seller shall not be liable for any expense, loss or damage arising directly from any delay in shipment or delivery however caused. Late delivery shall not be grounds for rejecting Goods or terminating the Contract.
- 5.3 The Buyer shall accept delivery of the Goods by instalment if the Seller so requests.
- 5.4 If the Buyer, having been notified the Goods are ready for despatch or (as the case may be) collection, fails to accept delivery or make collection, or if the delivery programme is varied at the Buyers request or if no shipping instructions are provided by the Buyer, the Seller may invoice the Buyer for the stated price of those Goods (which the Buyer shall pay as though those Goods had been despatched or collected on the date of notification) and may charge the Buyer for storage and insurance and all other expenses incurred by it in respect of those Goods and risk in those Goods shall be treated as having passed to the Buyer from the date of the Sellers notification) and may charge the Buyer for storage and insurance and all other expenses incurred by it in respect of those Goods and risk in those Goods shall be treated as having passed to the Buyer from the date of the Sellers notification.
- 5.5 If the Buyer fails to accept delivery fourteen days after being notified that the Goods are ready for despatch, the Seller may, at its option and in addition to the rights, treat this as a cancellation of the order with effect from the date the Seller notified the Buyer that the Goods were ready for dispatch. In these circumstances clause 4.4 shall apply.
- 5.6 Where the Contract provides for delivery by instalments, delays in delivery or the non delivery of any instalment shall not entitle the Buyer to terminate the Contract or reject any other instalments. Each delivery made by the Seller shall be deemed to be a separate Contract.
- 5.7 The Buyer shall in good time for delivery obtain any necessary import or export licences in respect of the Goods.

6 FORCE MAJEURE

If the Sellers ability hereunder is limited, delayed or prevented in whole or in part to perform its obligations by any course not reasonably within its control, including without limitation, fire, flood, war, hostilities, riots, civil commotion, labour dispute, lock out, sit, flood, accident to plant or machinery, shortage of any material, labour, electricity or other supply or by any law, rule, regulation, order or other action of any public authority, transportation delays or the refusal or delay in granting any necessary export or import licence the Seller shall be excused, discharged and released without penalty from performance of the Contract to the extent that such performance is so limited, delayed or prevented. If the Goods or any part thereof has been delivered, the Buyer shall pay to the Seller a proportion of the stated price appropriate to the Goods which have been supplied and the amount (if any) of the installation work carried out. If no equipment has been delivered and the Contract becomes impossible to perform for reasons not reasonably within the Sellers control, the Sellers liability shall be limited to repayment to the Buyer of any relevant monies paid by him to the Seller.

7 RISK

- 7.1 Risk of damage to or loss of Goods shall pass to the Buyer:
- (a) in the case of Goods to be delivered at the Sellers premises at the time when Goods are collected or at the time when the Seller notifies the Buyer that the Goods are available for collection.
 - (b) in the case of Goods to be delivered otherwise than at the Sellers premises at the time of delivery or, if the Buyer wrongly fails to take delivery of Goods then at the time when the Seller has tendered delivery of Goods.

8 TITLE TO THE GOODS

- 8.1 Notwithstanding that the Buyer obtains possession of the Goods both the legal and equitable title therein will remain in the Seller until the Seller has received from the Buyer of the Stated Price in full with all value added tax thereon and all other monies that may be or become payable from the Buyer to the Seller in relation thereto. Until such time the Buyer shall hold such Goods as bailee in a fiduciary capacity for the Seller and shall store the Goods in such a way as to show clearly that they are the property of the Seller and the Seller shall be entitled to require the Buyer to deliver such Goods or any of them to it on demand, and if the Buyer fails to do so forthwith, to enter any of the Buyer's premises or its agents where the Goods are stored as licensee and repossess any Goods. In exercising the right to recover Goods, where Goods are attached or connected to any other Goods, product, plant or machinery then the Seller may remove the same and the Buyer shall be responsible for all the Seller's costs and expenses in connection with so doing, or in relation to any other Goods, whether the subject of this Contract or any other Contract for which payment has not been made.
- 8.2 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 8.3 The Buyer may however, subject to sub-clause 9.4 below, use or sell such Goods by way of bona fide sale in the ordinary course of its business on its standard terms and conditions by way of sale as principal (not as agent) but that sale will constitute a sale by the Buyer of the Seller's property and accordingly the Buyer will account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, up to the total amount outstanding in respect of such Goods and pending such accounting will keep all such proceeds separate from any monies or property of the Buyer and third parties, and in the case of tangible proceeds, properly stored, protected and insured, and hold the same on trust for the Seller.
- 8.4 In any event the Seller (without prejudice to any other rights or remedies available to it may without notice terminate all or any part of the Contract or suspend or cancel deliveries thereunder and shall have a general lien on all the Buyer's Property then in the Seller's possession (whether as consignee or otherwise) in respect of any sums which may be owing by the Buyer to the Seller on any account whatsoever and, on the expiration of fourteen days notice, the Seller shall be entitled to dispose of the same and apply the proceeds towards satisfaction of such sums.
- 8.5 The Seller shall be entitled to apply payments received from the Buyer in satisfaction of whichever invoice or part thereof as the Seller shall in its absolute discretion decide and shall be entitled to vary such application as many times as it shall desire until such time as all sums owing by the Buyer to the Seller have been paid.

9 GUARANTEE

- 9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free defects in material or workmanship, for a period of twelve months from the date of delivery. The Seller's liability for breach of warranty shall be limited solely to replacing or repairing without charge, the defective Goods or part thereof.
- 9.2 The above warranty is given by the Seller subject to the following conditions:
- (a) the Buyer shall have notified the Seller of the defect(s) in writing within seven days of the relevant defect becoming apparent;
 - (b) if requested by the Seller, the Buyer shall have returned such defective Goods or part thereof suitably packaged and at the Buyer's expense and risk describing the circumstances in which such Goods or part thereof became defective;
 - (c) such defect shall have been proved by the Buyer to be attributable to the Seller and to have arisen solely from faulty design of materials or workman ship;
 - (d) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - (e) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.
 - (f) the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall be entitled only to the benefit of any such warranty or guarantee, as is given by the manufacturer to the Seller;
 - (g) the Buyer has performed its obligations hereunder.
 - (h) before returning the Goods to the Seller the Buyer shall obtain from the Seller a return material authorisation (RMA) number, which shall be quoted when the Goods are returned. Failure to return the Goods within one month of being advised of a return material authorisation number (RMA) shall mean that relevant payment for the Goods is due in full.
 - (i) when replacement Goods are sent, at the Seller's discretion, as advance warranty replacements, these Goods will be invoiced in full and become payable under the conditions contained herein. On receiving the alleged faulty Goods, returned by the Buyer at his expense and risk, then providing the Goods are packed in the box that the replacement Goods were sent in and are complete with all leads, instructions, protection, packing materials, etc. as new and the returned Goods are shown to be covered by the above guarantee then a credit will be raised equal to that of the advance warranty replacement invoice. If the goods are found not to be covered by the above guarantee then the Goods will be made available for collection or delivery, at the Buyers expense and risk, and the relevant payment for the Goods is due in full.

- (j) advance warranty replacement Goods may be new or refurbished at the Seller's discretion, if the Buyer requires the return of his repaired Goods then these will be returned to him as set out in clause (i) above.
- 9.3 Subject as expressly provided in these conditions and except where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these conditions.
- 9.5 The guarantee shall apply only to the Buyer.
- 9.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these conditions.

10 **COMPUTER PROGRAMS**

Where the Goods include a computer program the Buyer agrees not to copy or disclose or alter the programs without the prior written consent of the Seller and will in all respects comply with the terms of any licence granted to the Buyer which relate to the use of such computer program.

11 **PRODUCT LIABILITY**

- 11.1 The Buyer shall endeavour to ensure that Goods are operated in accordance with the instruction manuals supplied with the Goods and shall provide training to relevant personnel who come into contact with the Goods.
- 11.2 The Buyer shall ensure that all warnings displayed on Goods or the packaging, at the time of delivery, shall not under any circumstances be removed, defaced or otherwise obscured and further the Buyer shall contractually pass such obligation to any third party recipient of the Goods.
- 11.3 The Buyer shall indemnify the Seller against any loss suffered as a result of the Buyer being in breach of any part of this term.

12 **EVALUATION EQUIPMENT**

12.1 When the Seller offers, at his discretion, to supply the Buyer with Goods for evaluation purposes these Goods are supplied on the express understanding of the following:

- (a) the Goods will be invoiced at the quoted price plus delivery charges where applicable.
- (b) the Goods must be returned to the Seller, at the Buyer's expense and risk, within 14 days. The Goods must be returned in as new condition in their original packing and complete with all necessary instructions, leads, protective packing, etc. Failure to comply with the above will incur either a handling charge, payable by the Buyer under these Terms and Conditions, or the refusal to accept the Goods back, the Seller's decision on this is final. Where the Goods are refused by the Seller they will be made available for collection or delivery at the Buyer's expense and risk.
- (c) when the Goods have been accepted a credit will be raised for either the invoiced value of the Goods or the value less the handling charge levied, no credit will be given for any delivery charges.

13 **RESPONSIBILITY**

The Seller shall not be responsible to the Buyer or any third party claiming through the Buyer, for damage to any of the Buyers property in the possession of the Seller (whether as consignee or otherwise) or for any injury caused to any person by such property by reason of any cause beyond the reasonable control of the Seller.

14 **CONFIDENTIALLY**

The Buyer shall not at any time impart or (apart for the operation of Goods) use any confidential information as to methods of manufacture, plans, drawings, price lists, documents or other information relating to the Goods of the Seller.

15 **DELEGATION**

The Seller may delegate his obligations under the Contract and my assign any of its rights or benefits thereunder.

16 **NOTICES**

Any notice hereunder shall be in writing and shall be effectively given if delivered or sent to the office of the addressee normally used for communications relating to the Agreement or last known to the sender. Notices sent by inland post shall be deemed served at noon on the day following the date of posting and if sent by overseas mail shall be deemed served at noon on the fifth day following the day of posting and any notice sent by telex or facsimile transmission shall be deemed served twelve hours after the timed transmission but, if under this condition, a notice would be deemed served on a day which is a Saturday, Sunday or public holiday in the place of receipt. It shall be deemed served on the next following day not being such a Saturday, Sunday or public holiday.

The Contract shall be governed by the laws of England and the Seller and Buyer hereby irrevocably submit to the non exclusive jurisdiction of the English Courts.

CREDIT APPLICATION

Videcon PLC, Unit 1, Concept Business Park, Smithies Lane, Heckmondwike, West Yorkshire, WF16 0PN

Tel: +44(0) 1924 528000, Fax: +44(0)1924 528005, Email: jloxham@videcon.co.uk



CUSTOMER TRADING NAME	REF No. (Office Use only)
ADDRESS	EMAIL
	TELEPHONE No.
	FAX No.
	VAT No.
POSTCODE	CO. REGISTRATION NO.
REGISTERED OFFICE (IF DIFFERENT FROM ABOVE)	
ADDRESS	
POSTCODE	

TYPE OF COMPANY (PLEASE TICK AS APPROPRIATE)

<input type="checkbox"/> LIMITED COMPANY	<input type="checkbox"/> SOLE TRADER	NATIONAL INSURANCE No.
<input type="checkbox"/> PUBLIC LIMITED COMPANY	<input type="checkbox"/> PARTNERSHIP	
<input type="checkbox"/> PARENT COMPANY NAME		

COMPANY PREMISES

<input type="checkbox"/> FREEHOLD	<input type="checkbox"/> LEASEHOLD	<input type="checkbox"/> RENTED
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COMPANY DETAILS

NUMBER OF YEARS TRADING	
CREDIT LIMIT REQUIRED	
CONSUMER CREDIT LICENSE NUMBER (Please enclose copy)	
APPROXIMATE ANNUAL TURNOVER	
TOTAL NUMBER OF OUTLETS	
TOTAL NUMBER OF STAFF	

BANK DETAILS

BANK:	SORT CODE
ADDRESS	
	ACCOUNT No.
POSTCODE	
TELEPHONE No.	ACCOUNT NAME

TRADE REFERENCES - Please note: References must reflect your required credit limit.

1. NAME	ADDRESS	POSTCODE
2. NAME	ADDRESS	POSTCODE

NAME & ADDRESS OF DIRECTORS/PARTNERS/SOLE PROPRIETER *

(Please use your letterhead as a continuation sheet)

1. NAME	ADDRESS	POSTCODE
2. NAME	ADDRESS	POSTCODE

*Please enclose a copy of Gas/Electric/Telephone Bill etc. for each of the above addresses as proof as address. I/We have read your conditions of sale and agree that they supersede any terms and/or conditions confirmed in our purchase order. In order to determine future credit policy we may search files of a credit reference agency where the search will be recorded. The search may include acquisition of personal as well as corporate data unless you advise us in writing that you decline to allow us to do this. Please read the attached Data Protection Notice which we are obliged to bring to your attention on accordance with the 1998 Data Protection Act.

Signed..... Title..... Date.....
(Authorised Signatory)

Signed..... Title..... Date.....
(Authorised Signatory)