

STANDARD TERMS AND CONDITIONS OF SALE



1. DEFINITIONS

"Seller", Fusion Components Limited. "Purchaser", the person, firm or company whose order the seller in accordance with conditions accepts. "Goods", goods or material the subject of the contract which where the context permits shall include thereof. "Contract", the contract of sale to which these terms relates.

2. APPLICATION OF THESE CONDITIONS

2.1 All orders shall be subject to these conditions.

2.2 The acceptance by the Seller of any order from the purchaser shall be deemed to incorporate these conditions and no variation contained in any order from or other document of the Purchaser shall have any force or effect whatsoever unless the seller

2.3 The Sellers employees or agents are not authorised to make any representations concerning the goods unless confirmed by the seller in writing. In entering into the contract of the Purchaser acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

3. PRICE

3.1 Unless otherwise specified by seller all prices are net cash exclusive of:

(a) VAT which will be paid by the purchaser at the rate then appropriate and
(b) The cost of delivery to any destination including packing shipping insurance postage and carriage duties.

3.2 The Seller reserves the right by notice to be given at any time prior to delivery to increase the price of goods to the extent of any increase in the price or costs of such goods to the seller by virtue of increases in the cost of raw materials, labour, transport, foreign exchange fluctuations, currency, regulations, alterations in tax duties or imports or any other cause beyond the control of the seller. In the event that price increases shall be in excess of 10% of the contract price of the goods, the Purchaser shall have the right by notice in writing to be given within seven days of the receipt of the Sellers notice to terminate the contract in which event the Contract shall cease to have effect and neither party shall have any other claim against the other in respect thereof.

4. PAYMENT

4.1 Unless otherwise specified by the Seller payment for goods and the matters referred to in condition 3.1 shall be made on or before thirty days following the despatch by the seller of the invoice in respect of the goods. The time of payment of the price shall be the essence of the contract.

4.2 If the Purchaser shall fail to pay any monies due it the seller on any account or if any circumstances which would entitle the seller to suspend or terminate the contact under Condition 2 it should occur, the Contract price for all goods supplied to the Purchaser under the Contract and on any other account shall immediately become due and payable.

4.3 All monies on any account which shall become due and payable to the Seller shall carry interest of 5% per annum above the Bank of England base rate for the time being calculated on a daily basis until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

4.4 The seller shall be entitled to appropriate any payments received from the purchaser howsoever tendered in satisfaction of any account, which may then be outstanding.

4.5 If in the opinion of the seller the credit of the purchaser is doubtful, the seller shall be entitled to require that delivery be made against cash or a Bankers Draft.

5. DELIVERY

5.1 Any delivery date by the seller shall be deemed to be an estimate only and the Seller shall not be under any liability to the purchaser for late delivery provided that if delivery not made by the Seller within 14 days of the quoted delivery date (except as a result of the matters referred to in condition 3.1) the Purchaser shall have the right to notice in writing to the Seller to terminate the contract in respect of the goods which are in delay in which event the contract therefore shall cease to have effect in respect of such goods and neither party shall have any claim against the other in respect thereof.

5.2 The Seller shall be entitled to make delivery by instalments in accordance with any agreed schedule with the purchaser. Once the schedule has been agreed the purchaser shall not be entitled to cancel or vary the schedule for any reason whatsoever unless agreed in writing by the seller. If the Purchaser wishes to delay or alter any provisions of the schedule any delay or alteration must be agreed in writing by the Seller.

5.3 Unless otherwise agreed in writing by the Seller delivery shall be to the purchaser at an address of the purchaser in the mainland of England, Scotland and Wales shown on the purchaser order.

5.4 If the purchaser shall fail to take delivery within seven days of notice by the Seller that the goods are ready for delivery, the Purchaser shall be liable for extra expense incurred by the Seller as a result thereof including a reasonable change for cost of insuring and storing the goods pending delivery.

5.5 All claims for damage to or partial loss of goods in transit must be made by notice in writing to the carrier and Seller within 48 hours of delivery to the Purchaser or the agent of the purchaser and any delivery note must endorsed accordingly on delivery.

5.6 All claims for non delivery of the whole consignment or package must be made by notice in writing to the carrier and the Seller within five days of receipt by the purchaser or the agent of the purchaser or the agent of the purchaser of the Sellers invoice or advice note (whichever is received first)

5.7 In the absence of notification of claims in accordance with the provision of this Condition the Purchaser shall be deemed to have received the goods in accordance with the terms of the contract.

5.8 The rights of the purchaser under Condition 5.1 shall constitute the sole and exclusive remedy of the Purchaser for late or non-delivery of the goods.

6. PROPERTY & RISK

6.1 Risk of damage to or loss of goods shall pass to the Purchaser on delivery.

6.2 Full legal and beneficial ownership in the goods shall remain with the Seller until the seller has received full payment for the goods in cash or cleared funds and the Purchaser shall until payment as aforesaid hold the goods as bailee for the seller and separately store and identify the same until the property in the goods passes to the Purchaser the Purchaser shall be entitled to re sell or use the goods in the ordinary course of business, but shall account to the Seller for the proceeds of the sale of otherwise of the goods, whether tangible or intangible, including, insurance proceeds, and shall keep all such proceeds from separate from any money of property of the buyer and the third parties, and in the case of tangible proceeds properly stored, protected and insured.

6.3 Where the purchaser is a limited company which is or has become insolvent and the proceeds of any sale have not been kept in a separate and identifiable account from that company's usual trading account and the Seller remains unpaid, or where the goods have not been kept separate and identifiable, the Seller shall be entitled to claim compensation for the proceeds and/or the value of the goods from any director or former director at the time the Contract was entered into.

6.4 Until such time as the property in the Goods passes to the Purchaser the Seller shall be entitled at any time to require the Purchaser to deliver up the goods to the Seller and if the Purchaser fails to do so forthwith to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.

6.5 The Purchaser shall not be entitled to pledge of any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Purchaser does so all the monies owing to the Seller shall (without prejudice to any other right of remedy of the Seller) forthwith become due and payable.

7. THE GOODS

7.1 Subject to clauses 7.2 and 7.4 below the Seller undertakes the goods will be manufactured in accordance with published specifications. Where the purchaser provides detailed configurations and requires the goods to be manufactured in accordance with configurations supplied by the purchaser. The seller undertakes that the goods will be manufactured in accordance with such configurations provided however that the Seller shall be under no liability in respect of any defect in the goods arising from any configurations supplied by the Purchaser.

7.2 No conditions or terms is made or is to be implied and no warranty or representation is given or to be implied as to the suitability of goods for any particular purpose, or for use under any specific conditions notwithstanding that the Seller may be aware of such purpose or conditions and the Purchaser shall be deemed to purchase on the basis that the Purchaser has made a full investigation of the qualities and suitability of the goods with purpose of the purchaser. Without prejudice to the generality of the foregoing the sellers do not act as consultants or advisers as to the suitability of cabling material unless they specifically agree to do so in writing and their recommendations are contained in writing.

7.3 The Seller shall not be liable to the purchaser by any reason, representation or any implied or any warranty condition or any 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 their claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, it's employees or agents, or otherwise) which arise out of or in connections with the supply of goods or their use of resale by the Purchaser except as expressly provided in these conditions.

7.4 The Purchaser shall give notice in writing to the Seller of any claim that any goods are defective or not in accordance with the contract within seven days after the delivery and in the event of such claim shall be shown to be justified the Seller shall (at his option) either replace the relevant goods or refund the contract price in respect thereof.

7.5 The rights of the Purchaser under the proceeding act paragraph shall constitute the sole and exclusive remedy of the purchaser in respect of any defects in the goods or any non-compliance with the contract shall have effect to the exclusion of and in replacement of all other warranties terms and conditions express or implied and all obligations and liability weather arising under common law, statute, or otherwise and all liability for loss or damage caused or arising in relations to the goods.

8. FORCE MAJEURE

8.1 The Seller will be under no liability to the Purchaser to the extent that the performance of the contract is prevented or hindered by reason of force majeure which shall include (by the way of example and not of limitation) Act of God, Civil Commotion, Fire Explosion, Accident, Labour Disputes (weather official or unofficial) Shortage of Power Supplies, Material or Labour, the inability to the Seller to obtain supplies from it's suppliers on normal trade terms or other cause (weather or not of the same nature as the foregoing) beyond the control of the Seller.

8.2 If as a result of any of the matters referred to in this condition delivery is delayed for more than 28 days after the quoted delivery date, the Purchaser shall have the right to notice in writing to terminate this contract in respect of the Goods in the delay in which event the contract therefore shall cease to have effect in respect of some goods and neither party shall give any claim against the other in respect thereof.

9. QUANTITY TOLERANCES

9.1 The Seller reserves the right to deliver against any order any excess or deficiency of up to 5% of the weight or volume ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.

10. SUSPENSION & TERMINATION

10.1 The Seller shall be entitled by notice in writing to the Purchaser to suspend performance of the contract or to terminate the same without prejudice to any rights and remedies and any claims which shall have occurred in each of the following events:

- If the Purchaser shall fail to make any payments when the same become due or shall enter into any composition or arrangement with creditors or cease to trade in ordinary course or
- If the Purchaser shall fail to take delivery within the time specified in condition 5.4 or
- If the purchaser (being a company) has a receiver appointed, or passes a resolution for winding up, or if a court shall make an order to that effect, or if a court shall make an order to that effect, or if (not being a company) receiving order shall be made against the purchaser or
- If the purchaser shall be in breach of any of the terms and conditions hereof or fail to make any payment due to the seller or on any other account.

11. INSTALLATION WORK

11.1 The following provisions shall apply in relation to any contract entered into by the seller involving installation work by the seller at premises of the purchaser. The purchaser shall be responsible for providing safe access and reasonable working conditions and all the necessary power and facilities.

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- 11.2 In the event that the discretion of the Seller installation work is performed by sub-contracts, hired by the Seller. The Seller undertakes to us reasonable endeavour to select suitable sub-contractors but will not incur direct responsibility for work performed by sub-contractors. The seller will assign to the Purchaser all such rights as the Seller may have against the sub-contractor, but save as aforesaid will not be responsible for sub-contractors work
- 12 **APPLICABLE LAW**
- 12.1 This contract is governed by English Law and the parties here to submit to the exclusive jurisdiction of the English courts in relation to any disputes arising pursuant thereto or in connection therewith.
- 13 **VARIATIONS**
- 13.1 No variation to these Conditions or to the contract shall have effect unless agreed in writing by the Seller.
- 14 **NOTICES**
- 14.1 Any notice to be given by either party shall be deemed to be validly given:
(a) By fax- on the day of sending
(b) By prepaid first class post to an address in the U.K within two days of sending and to an address outside the U.K within seven days from the day of sending.
- 15 **ASSIGNMENT**
- 15.1 The Purchaser shall not assign, or deal, or make over, in any way with the benefit of this Contract without the consent of the Seller.
- 16 **ENVIRONMENTAL IMPACT**
- 16.1 The Customer acknowledges that the Company operates in accordance with the requirements of ISO14001. The Company therefore encourages all its Customers to minimise the adverse environmental impact of their activities.