

CIRRUS RESEARCH PLC STANDARD CONDITIONS OF SALE

1. GENERAL

These conditions shall apply to any contract or tender made, quotations or estimates given or goods supplied by Cirrus Research plc issuing this document (hereinafter referred to as "The Company") except where The Company agrees in writing to any variation thereof. Any person to whom any tender, quotation or estimate is given, or goods supplied, or with whom any contract is made is hereinafter called a "Customer".

2. TENDERS, ESTIMATES AND QUOTATIONS

All tenders quotations and estimates made or given by The Company shall be valid for 60 days and however worded shall constitute invitations to treat only and will only form part of a contract when a formal order (the offer) has been accepted by The Company.

3. CANCELLATION

Cancellation of an order by the Customer in whole or in part may only be made with the written consent of The Company and on terms that will indemnify The Company for all costs incurred by The Company in respect of the order and its cancellation and a cancellation charge of 15% of the total order value will be made.

4. CATALOGUES AND PRICE LISTS

The information contained within brochures, catalogues, data sheets, price lists and other matters are intended as a general guide only and shall not be regarded as part of a contract unless the contract specifically states that they shall.

5. PERFORMANCE

Any performance figures contained in tenders, estimates, quotations, sales specifications, catalogues, brochures or other matter are based upon The Company's experience and are such as The Company would reasonably expect to obtain on normal tests. Only when the accepted Contract specifically states certain performance figures shall The Company be responsible for supplying the goods to meet this specification.

6. DELIVERY

Delivery dates given are estimates only and whilst The Company will use its best endeavours to comply with the Customers delivery request The Company cannot be held responsible for any delay of delivery or availability for collection.

7. PRICES AND TERMS OF PAYMENT

Unless otherwise stated on the appropriate product price list all prices are quoted ex-works The Company's factory, and carriage and packing costs shall be charged separately and

additionally for each dispatch. Notwithstanding the acceptance by The Company of an offer made by the Customer under Clause (2) hereof the price charged by The Company for the supply of goods called for on the order shall be at the price prevailing on the date of dispatch specified on The Company's Order Acknowledgement, and as set out in The Company's price lists in existence at that time whether published or not. Payment for any goods or services supplied by The Company shall become due the date of availability for dispatch or collection of the goods or completion of the services. Credit terms are stated on the invoice and interest at 3% per calendar month will be charged on overdue accounts. Any discounts given are subject to payment within The Company's terms.

8. COMPUTATION OF PRICE

In the case of The Company supplying goods of origin outside the U.K. The Company reserves the right to modify the price of the goods in the event of the currency exchange rate changing between the date of The Company's acceptance of the order and the date of availability of the goods for dispatch or collection. The currency exchange rate is the ratio defining the value of the pound sterling against that currency of the country of origin of the goods.

9. PASSING OF PROPERTY AND RISK

The risk in the goods shall pass from The Company to the Customer when the goods are delivered to the Customer's premises or collected from The Company's premises by the Customer. In the case of goods with an overseas destination the risk shall pass when the goods leave The Company's premises. The goods shall remain the property of The Company until paid for in full.

10. CLAIMS FOR NON DELIVERY, DAMAGE IN TRANSIT ETC.

In the case of goods dispatched from The Company's premises for a United Kingdom destination where the contract price includes free delivery, The Company will repair or replace free of charge goods damaged in transit provided the carrier and The Company are notified of such damage within seven days after delivery. Failing such notification the goods will be deemed to have been delivered undamaged irrespective of its actual state or condition. In the case of goods with an overseas destination or goods transported direct to the Customer without passing through The Company's premises The Company does not undertake to insure the goods in transit unless specifically requested in writing to do so at the customer's cost. Claims for non-receipt, damage in transit or unsatisfactory quality will only be considered if made in writing within 10 days of invoice date.

11. GUARANTEES

(a) Goods. If any goods manufactured by The Company shall in the opinion of The Company fail solely as a result of faulty design, workmanship or materials within the guarantee period (defined in the product literature) effective from the date of dispatch or collection from The Company's factory then The Company shall make good such failure by replacement or repair. Any replacement dispatched from The Company's premises will be supplied free of charge ex-works The Company's factory. The replacement goods shall be treated for the purposes of

this guarantee as if they had been dispatched or collected from The Company's factory and installed at the Customer's site on the same dates as the first and original equipment. In the case of goods not manufactured by The Company The Company offers no guarantee but subject to being indemnified to its satisfaction will use its best endeavours to enforce for the benefit of the Customer any guarantee to which The Company may be entitled from the manufacturer.

(b) Repairs. In the event of any failure or defect in any goods during the appropriate guarantee period stipulated herein the Customer shall forthwith notify The Company or its accredited agent of the nature of such failure or defect who will immediately instruct the Customer in the manner in which such failure or defect should be dealt with. Pending the receipt of such instructions from the Company or its accredited agent the customer shall not attempt to carry out any repair on or use the goods and upon receiving such instructions the customer shall only carry out the work on or use the goods strictly in accordance with the express instructions of The Company or its accredited agent. If in the opinion of The Company or its accredited agent the faulty goods or components thereof may satisfactorily be returned to The Company's factory for repair, the repaired part will be delivered free of charge ex-works The Company's factory. Where in the opinion of The Company or its accredited agent it is necessary for The Company's service engineer to effect a replacement or repair, the work will be carried out free of any labour charge to the Customer but the Customer shall nevertheless be responsible for the engineer's travelling and accommodation expenses and a reasonable subsistence allowance. Where at the Customer's request The Company's service engineer effects a repair or replacement which in The Company's opinion could have been effected by the Customer's returning the goods to the Company, the Customer shall pay a charge for labour at currently prevailing rates in addition to the engineer's travelling and accommodation expenses and a reasonable subsistence allowance.

(c) Overriding Conditions of Guarantees. The foregoing guarantees are all conditional upon:

- I. The Company being satisfied that the goods have only received proper use as defined in the relevant instruction Manual.
- II. The goods have been correctly operated and maintained in accordance with good engineering practice and the relevant instruction Manual.
- III. The Customer returning to The Company (to whom the same shall belong) any equipment replaced under the guarantee.

(d) Exclusion. The provision of this Condition shall constitute the sole rights of the Customer in the event of the failure of any goods or any component part thereof and shall have effect to the entire exclusion of any other express or implied condition, statement or warranty statutory or otherwise. Save as herein expressly mentioned The Company shall not be liable in contract or in tort or otherwise in respect of any loss or damage of any kind whatsoever howsoever arising.

(e) Extended Warranty. The Company provides extended warranty terms over and above those set out above and the terms and conditions of the extended warranty are detailed separately.

12 RETURN OF GOODS

Any goods returned to The Company must be dispatched properly addressed, carriage paid and correctly packed in accordance with The Company's instructions, Goods properly supplied against customer order will under no circumstance be accepted for return.

13. RE-SALE BY THE CUSTOMER

Should the Customer dispose of any goods supplied by The Company any guarantee which may at that time be in force shall not be transferable to any other party.

14. GOVERNING LAW

The contract shall in all respects be constructed and operated in conformity with English Law and each party agrees to submit to the jurisdiction of the English Courts.

15. SUPPLEMENTARY CONDITION WHEN THE CONTRACT INCLUDES COMMISSIONING:

(a) Where the Customer requires goods to be installed and/or commissioned on the Customer's site The Company will be prepared to contract separately for the provision of such work or services. Installation shall consist only of the connection of goods into existing water air electrical or other basic facilities and shall under no circumstances include the provision extension or alteration of such basic facilities which it shall be the Customer's responsibility to provide in accordance with The Company's recommendations. Commissioning shall include the setting up of goods and the demonstration that they work to a test specification agreed to in writing by both parties. The Company will under no circumstances enter into a commissioning contract which calls for the adherence to a test specification which is more onerous than the published performance specification of its equipment or a contract which calls for commission of equipment which is not either of The Company's manufacturer or sold by The Company. Under these circumstances The Company will only prepare to demonstrate that the individual items supplied by The Company perform to their individual published specifications. It will be the Customer's responsibility to ensure that items not manufactured or sold by The Company but which are intended to work with goods manufactured or sold by The Company as part of a system to do work in the manner required by the Customer and will when connected to goods manufactured or sold by The Company provide the Customer with the performance specification that he requires.

(b) Time of passing of risk in equipment commission. Where the Contract includes commissioning by The Company the risk in the goods shall not be deemed to have passed from The Company to the Customer until whichever is the earliest of the following dates:

- I. the date of completion of the commissioning;
- II. the date of completion of any tests agreed to be included in the commissioning;
- III. the date falling one calendar month after the goods have first been put into use by the Customer.

The time of the passing of the risk in the goods to the Customer shall not be delayed on account of additions or minor omissions or of defects not materially affecting the use of the goods. The use of the goods by the Customer in any way whatsoever before completion of commissioning or acceptance tests have been completed shall constitute full acceptance by the Customer of the complete fulfilment of all The Company's obligations both under the commissioning contract and the original contract whereby the goods were supplied.