

Amtek Limited Terms and Conditions of Business

1. Scope:

These conditions apply to and govern and shall be deemed to be incorporated in all contracts for the supply of goods and services by Amtek Limited ("the Company") to any other person firm or company ("the Customer") and shall in all respects prevail over any inconsistent terms warranties conditions descriptions or representations contained or referred to in the Customer's Order or in any prior negotiations between the Company and the Customer or their representatives or in correspondence or elsewhere and any terms conditions or stipulations to the contrary are hereby excluded and extinguished save for those expressly agreed to in writing by both the Company and the Customer.

2. Delivery and Time for Performance:

- 2.1 The goods to be supplied the subject of the Contract will be despatched from the Company's premises. All services to be supplied pursuant to this Contract (together with any goods to be supplied ("the Works")) will be carried out at the Company's premises or at the premises of the Customer as specified in the Company's quotation.
- 2.2 Any delivery schedules or times for performance given by the Company its servants or agents and mentioned by the Company on any quotation or acceptance or elsewhere are approximate only and not of contractual effect. The Company shall not be under any liability to the Customer in respect of any delay in performance owing to circumstances beyond the reasonable control of the Company. Unless otherwise agreed any goods shall be delivered to the Customer at the Customer's premises.
- 2.3 If default is made in payment on the due date in respect of any one or more payments the Company shall have the right at its option to suspend all further work for the Customer pending payment or to terminate all outstanding contracts by notice in writing to the Customer. The right of the Company to suspend work or terminate such Contracts shall be without prejudice to any other right or remedy that the Company may have against the Customer.

3. Prices:

Unless otherwise specified prices shall be those specified in the quotation. Such prices are valid for 30 days from the date of quotation but thereafter the Company shall have the right to revise quoted prices to take account of any change in costs of materials or labour. All prices quoted or accepted are exclusive of delivery and exclusive of Value Added Tax which will be added at the rate prevailing at the time of supply. Reasonable travelling and accommodation expenses incurred by the Company whilst carrying out the Works will be charged to the Customer

4. Quotations:

Quotations and tenders by the Company shall not constitute offers and the Company reserves the right to withdraw or amend the same at any time prior to acceptance of the Customer's order. All quotations given are subject to acceptance by the Company on receipt of the Customer's order and no Contract shall be considered concluded until such confirmation is given or the Customer's order is otherwise accepted.

5. Payments:

- 5.1 25% of the gross amount of any order over £2,000 is payable with order. The balance is payable on receipt of the software and/or media from the Company. For orders below £2,000.00 gross payment is required in full with order. Payment is required in full with order in respect of all technical support services and payment in full is required 14 days prior to the first day of the service being delivered in the case of training and consultancy services. The Company will send invoices relating to the Works to the Customer in accordance with the above payment terms. Variation from these terms will be permitted only as specified on a separate written quotation.
- 5.2 The Company shall have the right to charge interest at the annual rate of four per cent (4%) above Bank of England base rate on the total amount of any invoice not paid by the due date. Such base rate shall be that prevailing on the due date or if that is not a bank business day, that prevailing on the next such business day.

6. Materials:

All orders for goods are accepted subject to availability. The Company will use all reasonable endeavours to supply and install materials as specified in any quotation but reserves the right in the event of any such materials being unavailable to replace the items with items of equivalent value and quality after consultation with the Customer.

7. Variations:

Any special requirements are to be noted in the quotation and work schedule or shall be the subject to a specific variation to the Contract signed by both parties.

8. Cancellations:

Orders accepted by the Company cannot be cancelled by the Customer without the prior written consent of the Company and in the event of such cancellation the Company shall be entitled to charge the Customer costs and expenses incurred, loss of profit and labour time wasted.

9. Claims for Rectification:

- 9.1 Claims for rectification must be notified to the Company in writing within fourteen days of completion of any Works. The Company will not be liable for any claim received outside this period. Claims for "damaged or faulty goods" must be made within fourteen days from delivery of the relevant goods.
- 9.2 Where the Company investigates a claim and the defect is traced to a problem with materials supplied the Company will return the goods to the original supplier for replacement but will levy a labour charge for the relevant call out and any rectification works.

10. Liability:

- 10.1 In the event of any defect which is duly notified to the Company for rectification in accordance with clause 9 hereof and for which the Company is responsible the Company shall endeavour to make good any such defect.
- 10.2 The Company will carry out the Works using reasonable care and skill and where the customer deals with the Company as a consumer the customer's statutory rights are not affected. In the case of a customer who deals with the Company in the ordinary course of business all conditions and warranties whether express or implied by statute common law or otherwise as to the quality or fitness for purpose of the Works are excluded. Furthermore the Company's liability to the Customer or any third party for any loss damage or injury whether direct or indirect resulting from defective design defective material faulty workmanship or for any act neglect or default of the Company its servants or agents or otherwise howsoever arising out of the Contract and whether or not caused by the negligence of the Company its servants or agents is hereby excluded to the fullest extent permitted by law.

11. Title and Risk:

- 11.1 The risk in any goods supplied as part of the Works shall pass to the Customer immediately on delivery thereof to the Customer's premises or the Customer's authorised agents.
- 11.2 The legal and beneficial ownership of the goods shall remain with the Company which reserves the right to dispose of the goods until payment in full has been received by the Company in accordance with the terms of this Contract
- 11.3 Until such payment is paid in full (and received by the Company) the Customer shall hold the goods and each of them as bailee for the Company. The Customer must store the goods at no cost to the Company separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property. The Company may (without prejudice to any of its rights or remedies) recover or re-sell any of the goods and may enter upon the Customer's premises by its servants or agents for that purpose. The Company shall not be liable for any damage caused to the Customer's property in the execution of such right whether due to the act or default of any offer servant or employee of the Company or the Company's agent and howsoever the same shall have been caused.
- 11.4 If payment is not due it shall become automatically due immediately on the commencement of any Act or Proceedings in which the Customer's solvency is involved.

12. Insurance:

As from the time of delivery by the Company it is the Customer's responsibility to insure the goods and as from that time the Company shall not be liable for any loss damage or deterioration of the goods from whatever cause arising.

13. Termination:

If the Customer enters into a deed of arrangement or compounds with his creditors or if a receiving order is made against him or (being a company) shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Customer or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or commits any breach of the Contract the Company may stop the Works and/or reclaim the same (including any materials on site) and/or suspend further Works and by notice in writing to the Customer may forthwith determine the Contract without prejudice to any claim or right of action that the Company may have against the Customer.

14. Notices:

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post addressed to the other party concerned at its principal place of business or last known address.

15. Headings:

The headings to the clauses in these Conditions are for guidance only and shall not be used in any way in the interpretation of their meaning.

16. English Law / Jurisdiction :

The contract shall be governed by and construed and interpreted in accordance with the laws of England and the Customer and the Company hereby submit to the non-exclusive jurisdiction of the English Courts.