

# Terms and Conditions of Sale

## 1. INTERPRETATION

The Following expressions shall have the following meanings:

**Buyer:** the person or firm who purchases the Goods from the Supplier as set out in the Order or the Supplier's acknowledgment of order.

**Contract:** the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

**Conditions:** means these terms and conditions.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Buyer's order for the Goods.

**Supplier:** means Rebound Electronics (UK) Ltd or any wholly owned subsidiaries or associated companies.

## 2. GENERAL

These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and the Buyer hereby agrees to waive any other terms and conditions and any reliance on such terms and conditions.

The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order or if the Supplier delivers the goods, at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract and the Supplier shall have the right to correct any errors in either price quoted or otherwise upon notice to the Buyer and the Buyer shall have 5 days to cancel its order failure to do so shall be deemed the Buyer's acceptance of the correction.

## 3. PRICES

Any quotation shall not constitute an offer and is provided subject to prior sale and shall be calculated against full quantities and / or as a package. Any order for goods shall be subject to the prices current at the date of despatch. Prices are quoted ex-works and are subject to change or withdrawal without notice. Packing, delivery and insurance are charged extra. No discounts shall apply unless previously agreed by the Supplier in writing. The price of the Goods is exclusive of amounts in respect of value added tax (VAT) which shall be payable in addition at the then current rate.

## 4. PAYMENT

Terms of payment are strictly cash with order unless a credit account has been established with the Supplier. Where a credit account has been established, payment must be made for each instalment of goods delivered in accordance with the payment terms stated on the respective invoice (whether goods delivered are the whole or only part of the goods ordered). The Supplier may in its complete discretion, refuse to establish a credit account for any Buyer, and / or to withdraw established credit account facilities. Without prejudice to the Supplier's other rights and remedies where any payment is overdue the Supplier may suspend any further supplies and charge interest in accordance with The Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall be entitled in its absolute discretion to appropriate any payment received by the Supplier from the Buyer to or towards any indebtedness of the Buyer with the Supplier, whether under this or any other contract and the Supplier shall be entitled to set off any amounts it owes the Buyer against any amount due from the Buyer.

## 5. RE-SCHEDULING OF ORDERS

Where an order includes a delivery date or dates, these may be re-scheduled only with the Supplier's specific written agreement, and in any EVENT we will require not less than three months' prior written notice of any required re-scheduling. Any stockholding costs incurred as a result of any re-scheduling will be payable to the Supplier by the Buyer.

## 6. CANCELLATION

In the event of the cancellation of any order we reserve the right without prejudice to charge up to 100% of the order value of the items cancelled.

## 7. DELIVERY

Any time or date quoted by the Supplier for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time for delivery, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. We reserve the right to deliver by instalments against any order. Non-delivery must be reported immediately in writing to the Supplier within 3 days of the date of despatch. Where the Supplier tenders delivery in accordance with the contract and the

Buyer either refuses to accept delivery at that time or subsequently returns the goods without good cause, the Buyer shall be deemed to be in breach of the contract and the Supplier shall be entitled to treat the order or any relevant part of it as cancelled by the Buyer (without prejudice to any other rights the Supplier may have). All product collected by the Buyer's designated carrier shall be deemed to have been delivered to the Buyer and to be the liability of the Buyer at the point of collection.

## 8. TRANSIT

The Supplier will replace, free of charge, goods damaged or lost in transit provided the Buyer gives the Supplier written notification of such damage or loss within 3 days after delivery.

## 9. INSPECTION

When the Buyer examines the goods before delivery is effected, the Buyer shall have no further right to inspect on arrival other than to notify the Supplier of any loss or damage in transit. When the goods are delivered to the Buyer without any previous examination by it, the Buyer shall inspect them immediately on arrival and shall within 3 days of such inspection give written notice to the Supplier of any matter of thing by reason of which he may allege that the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for them accordingly.

## 10. RISK and OWNERSHIP

Risk in the goods passes to the Buyer on delivery. Legal and equitable ownership of the goods shall remain with the Supplier, notwithstanding delivery thereof to the Buyer, until such time as the full price thereof (and any other monies payable hereunder) has been paid by the Buyer to the Supplier. Until such time, the Buyer shall have possession of the goods as Bailee. The Supplier will permit the Buyer to sell the goods on in the ordinary course of his business as principal and not as the Supplier's agent (either separately or as part of constructed products), but in that event the proceeds of sale thereof will be held by the Buyer on trust for the Supplier and the buyer shall pay the proceeds to the Seller to the extent of the Buyer's indebtedness. Pending any such sale, the Buyer will be obliged to keep the goods separate from his own goods until the property therein passes to the Buyer or until the same are sold on to a third party.

## 11. MARKS AND NUMBERS

The Buyer shall not remove or otherwise interfere with the marks or numbers on any Goods supplied by the Supplier.

## 12. DEFAULT

If the Buyer makes default in any payment on the due date or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a Company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights we may have):-

(i) the Supplier shall be entitled to repossess and re-sell goods delivered to the Buyer and not paid for in full and for that purpose the Buyer shall allow the Supplier to enter upon the property in which they are situated to collect the same, on demand.

(ii) the Supplier shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer whether they are the balance of any order or the whole part of a further order.

(iii) the Buyer shall in any event be liable to make good to the Supplier its loss or profit on all such goods and all costs and expenses of repossession, storage, insurance and sale and to pay to the Supplier interest as provided above until actual payment.

## 13. DEFECTIVE GOODS

(a) If any goods are or become faulty or defective by reason only of defective materials or faulty workmanship the Supplier will (at the Supplier's Option) either refund the price of the goods or replace such goods provided (1) the Buyer has notified the Supplier in writing with full particulars of the defect and where possible independent test evidence and (2) the Buyer has returned the faulty or defective Goods to the Supplier.

(b) The liability of the Supplier set out above is the Buyers sole remedy for defective Goods and to the fullest extent permitted by law is in place of any other conditions or warranties whether express or implied as to the quality and fitness for purpose of the goods and

(c) All products are subject to their manufacturer's warranty (if any) and should be subject to a batch check before use or installation onto or into equipment.

## 14. USE OF GOODS

The Buyer acknowledges that the Supplier acts solely as a distributor of electronic products and that the Buyer is exclusively responsible for detailing the specification of all goods ordered from the Supplier, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly (and without limiting the generality of the previous condition) the Supplier is not liable for any advice given by the Supplier to the Buyer relating to its requirements in respect of any goods.

## 15. COMPUTER SOFTWARE

Where any goods supplied by the Supplier embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user licence, to the exclusion of all liabilities and obligations on the Supplier's part.

## 16. INTELLECTUAL PROPERTY

(a) The Buyer will indemnify the Supplier against all liabilities for infringement of third party intellectual property rights arising from the Supplier's compliance with the Buyer's specific requirements regarding design or specification for the goods.

(b) except as aforesaid, the Supplier agrees to defend any action or proceedings brought against the Buyer insofar as the same are based on a claim that any goods supplied hereunder infringe an United Kingdom intellectual property rights, provided the Supplier is notified immediately and in writing of such claim and is given all such authority, information and assistance as is necessary for proper defence of the same. This indemnity shall not apply in respect of any such claim to the extent it arises by reason of the use of the goods by the Buyer in conjunction with other products or elements not supplied by the Supplier. Where a third party intellectual property infringement claim prevents the use of the Goods by the Buyer the Supplier shall, at its expense and at the Supplier's option either procure for the Buyer the right to continue using the goods, or replace the same with a non-infringing product, or modify the goods so that they become non-infringing, or retake possession of the goods and refund the purchase price thereafter. Subject to the foregoing, we shall be under no liability to the Buyer for any loss, damage or injury, whether direct or indirect, resulting from any intellectual property right infringement by the Goods.

## 17. LIEN

In the event of the Buyer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in the Supplier's possession (although the same or some of them have been paid for) for any money due in respect of such goods or in respect of any general or particular balance or other money due from the Buyer to the Supplier, whether under the same or any other order.

## 18. LIABILITY

(a) Subject to Paragraph d of this Condition, we shall not be liable under contract tort (including negligence) statutory duty or otherwise to the Buyer for any indirect or consequential loss or damage of any kind whatsoever however arising nor shall we be liable for any loss of profits, .

(b) subject to Paragraph d below the Supplier's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

(c) Irrespective of any claim against the Supplier all sums due to the Supplier from the Buyer will remain due and owing and the Buyer shall have no right to setoff against sums due to the Supplier.

(d) Paragraphs a to c inclusive of this Condition shall not apply to loss or damage arising out of or in connection with death or personal injury, fraud or fraudulent misrepresentation or loss or damage for which liability cannot be limited or excluded by law;

(e) This Condition shall survive the Contract.

## 19. FORCE MAJEURE

We shall be relieved of all liability for obligations incurred to the Buyer whenever, and to the extent of which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, epidemics or pandemics, force majeure or any other cause beyond the Supplier's control.

## 20. LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English law, and the English courts shall have jurisdiction in relation thereto.