

eAllendale Electronics Ltd. Terms and Conditions of Sale

1. The contractual terms governing any agreement or contract (the "Contract") between Allendale Electronics Ltd registered in England under number 04736681 (the "Company") and those purchasing ("Purchaser") goods from the Company are contained exclusively within these Conditions of Sale (the "Business Terms") which shall apply to all Contracts. The Contract shall be subject to and construed in accordance with the Law of England and the Purchaser shall submit to the non-exclusive jurisdiction of the English courts.

2. No Contract exists between the Purchaser and the Company for the sale of any goods until the Company has received and accepted your order and sends the Purchaser confirmation in writing or by email to the address or email address the Purchaser has given.

"Contact Details" means the Sales Department at Allendale Electronics Ltd, 43 Hoddesdon Industrial Centre, Pindar Road, Hoddesdon, Hertfordshire, EN11 0FF or fax +44 (0)1992 450781 or email Sales@Allendale-Elec.co.uk

"Goods" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Business Terms;

"Writing" and any similar expression, includes facsimile transmission and comparable means of communication, and electronic mail.

● 1. Variation

1.1 The Company will not be bound by any addition to or other variation of these Business Terms whether oral or in writing unless such addition or variation is agreed in Writing by an authorised representative of the Company with express reference to these Business Terms.

● 2. Specification of Goods

2.1 The Purchaser shall determine the suitability of the Goods for the Purchaser's use or application. Any advice or recommendation given by the Company or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.2 There is no guarantee as to the Goods suitability for any specific purpose even if that purpose is known to the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Descriptive pictorial or written material issued or published by the Company from time to time relating to Goods offered for sale shall not form part of any contract of sale.

2.5 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Purchaser's specification, which do not materially affect their quality or performance.

● 3. Execution of Orders

3.1 At all times, until the contract is binding the Company reserves the right to refuse to supply any Purchaser or user of the Company's Online ordering service

● 4. Returns and Cancellations

4.1 The Company will not accept any cancellation of a Contract pursuant to prior negotiation and agreement without the Company's written consent, and under no circumstances will cancellation be accepted for Special Order items which have been specifically ordered by or on the Purchaser's behalf and manufactured to the Purchaser's requirements.

4.2 In the event of any need to return Goods, a returns authorisation number must be obtained from the Company by contacting the Sales Department the number must be clearly marked on an accompanying returns note.

4.3 The Company will not be responsible for delays in processing or crediting returns which are not marked with our returns authorisation number, neither will the Company be under any liability whatsoever for any Goods returned without prior consent. Returns must be accompanied by written details giving date of purchase, original invoice number, returns authorisation number and reason for return

● 5. Delivery Delays

5.1 Whilst the Company undertakes that every effort will be made to ensure that Goods are delivered promptly, no liability will be accepted for delay in despatch or delivery of Goods.

● 6. Damage or Shortage

6.1 Damage or shortage of Goods discovered on delivery must be notified to the Company within seven days of delivery. Any claims for damage or shortage which are not notified within this time shall not be accepted by the Company.

● 7. Price and invoicing

7.1 The price of the Goods shall be the Company's price set out in the Company's Confirmation of Order Form ("COF") at the date of acceptance of the COF by the Purchaser. All prices quoted are valid only at the time of the COF, and until the Contract is binding the Company reserves the right to amend the price at its discretion.

7.2 In addition to 8.1, the Company reserves the right, by giving written notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions.

7.3 Unless otherwise agreed in writing between the Purchaser and the Company, all prices are given by the Company on an ex works basis, and subject to clause 2 (f) where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Purchaser shall be liable to pay the Company's charges for transport, packaging and insurance.

7.4 All prices are exclusive of VAT.

● 8. Payment of Orders

8.1 Orders must be paid not later than thirty days from the date of invoice.

8.2 In the event of default the Company reserves the right to charge interest at the higher of four percent above current HSBC Bank Base Rate or the statutory rate conferred by The Late Payment of Commercial Debts (Interest) Act 1998 at monthly intervals on the overdue portion of the account and to suspend or cancel the contract in respect of any undelivered Goods.

● 9. Title and risk

9.1 Risk of damage to or loss of the Goods shall pass to the Purchaser:

9.1.1 in the case of Goods to be collected from the Company's premises, at the time when the Company notifies the Purchaser that the Goods are available for collection; or

9.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Purchaser wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Business Terms, the property in the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Purchaser for which payment is then due.

9.3 Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Company's property, but the Purchaser may resell or use the Goods in the ordinary course of its business.

9.4 Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Purchaser to deliver up the Goods to the Company and, if the Purchaser fails to do so forthwith, enter on any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods.

9.5 Where such Goods are used, even with loss of identity, the legal ownership to the resultant product shall vest in the Company and any proceeds of sale in respect of Goods unused or resultant products shall be received by the Purchaser as agents for the Company and on their account.

9.6 The Purchaser 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 Company, but if the Purchaser does so all moneys owing by the Purchaser to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

● 10. Suspension and Termination

10.1 The Company shall be entitled to cancel or suspend performance of the Contract if the Purchaser:

10.1.1 shall fail to make payment due to the Company under contract or on any other account on the relevant date for payment; and/or

10.1.2 shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

10.2 Upon any such cancellation the Purchaser shall make available for collection by the Company any Goods in the possession of the Purchaser for which payment has not been made.

● 11. Limitation of Liability and Warranties

11.1 Subject to the following provisions the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery.

11.2 The above warranty is given by the Company subject to the following conditions:

11.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;

11.2.2 the Company 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 Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;

11.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

11.3 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

11.4 A claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to the Company (addressed to the Sales Department at the address referred to in the Contact Details section above) within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.5 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Business Terms, the Company may replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Purchaser.

11.6 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Purchaser, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Business Terms.

11.7 The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

11.7.1 Act of God, explosion, flood, tempest, fire or accident;

11.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

11.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

11.7.4 import or export regulations or embargoes;

11.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

11.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

11.7.7 power failure or breakdown in machinery.

● 12. Indemnity

12.1 If a claim is made against the Purchaser that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Purchaser, the Company shall indemnify the Purchaser against all loss, damages, costs and expenses awarded against or incurred by the Purchaser in connection with the claim, or paid or agreed to be paid by the Purchaser in settlement of the claim, provided that:

12.1.1 the Company is given full control of any proceedings or negotiations in connection with the claim;

12.1.2 the Purchaser shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;

12.1.3 except pursuant to a final award, the Purchaser shall not pay or accept the claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);

12.1.4 the Purchaser shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Purchaser may have in relation to such infringement, and this indemnity shall not apply to the extent that the Purchaser recovers any sums under any such policy or cover (which the Purchaser shall use its best endeavours to do);

12.1.5 the Company shall be entitled to the benefit of, and the Purchaser shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Purchaser which are payable by, or agreed with the consent of the Purchaser (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

12.1.6 without limiting any duty of the Purchaser at common law, the Company may require the Purchaser to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Purchaser under this clause.

• **13. General**

13.1 A notice required or permitted to be given by either party to the other under these Business Terms shall be in Writing addressed to that other party at its registered office or principal place of business or authorised officer in the case of email or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 No waiver by the Company of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.