



1. GENERAL

In these conditions of sale, the "Company" means ORBIK ELECTRONICS LIMITED; The "goods" means any item of whatsoever nature which is to be sold by the company; The "Purchaser" means the person, firm or body corporate which buys or has agreed to buy goods. These conditions of sale shall apply to and form part of every contract of sale entered into by the company. Orders are accepted and executed on the understanding that the purchaser is bound by these general conditions of sale. Where there is any inconsistency between these conditions of sale and any conditions which the purchaser seeks to impose, these conditions of sale shall prevail. No contract of sale shall come into being unless and until the purchaser has accepted these conditions of sale either expressly or by implication.

2. LIMITS OF CONTRACT

The contract includes only such goods, accessories and work as are specified in the quotation or acknowledgement accompanying these conditions of sale.

3. PRICES

- The price payable for goods, shall unless otherwise stated by the company in writing, be the list price of the company current at the date of despatch. In the case of an order for delivery by instalments, the price payable for each instalment shall be the list price of the company current at the date of despatch of such instalment.
- Unless otherwise expressly stated to be firm for a period, the company's prices are subject to variation to take account of variations in wages, materials and other costs. The company accordingly reserves the right to adjust the invoice price without notice by the amount of any increase or decrease in such costs after the price is quoted.
- All prices are exclusive of Value Added Tax and this will be charged at the applicable rate and recoverable as part of the price by the company.

4. PAYMENT

- Unless otherwise agreed in writing, payment is due in full within 30 days of the end of the month of invoice.
- Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each instalment, delivery or part shall be made as if the same constituted a separate contract.
- Time for payment shall be the essence of the contract.
- Without prejudice to any other rights it may be that the company is entitled to charge interest at 2% above the current base rate of HSBC Bank Plc on overdue payments of the price of the goods, or the price of any instalment or partial delivery thereof.
- Additionally and without prejudice to its other rights, the company shall be entitled to recover all direct expenses reasonably incurred by the company in collecting or attempting to collect amounts of the price outstanding.
- If the purchaser fails to make any payment when due in accordance with these conditions of sale, the company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies to suspend all further deliveries until such payment has been made in full or, at the company's option, to cancel the balance of the order. In either case, the company shall hold the purchaser liable for costs incurred in respect of goods in course of manufacture or ready for despatch.
- The company shall be entitled to bring in action for the price or part thereof whether or not the property in the goods has passed.

5. CREDIT

Any contract shall be subject to the company being satisfied as to the purchaser's credit references and without prejudice to the generality of the foregoing, the company may (in its absolute discretion), having informed the purchaser that the goods are ready for despatch, refrain from delivering the goods until such time as the purchaser tenders the purchase money to the company, together with any outstanding amounts which may be due to the company on any account whatsoever.

6. CARRIAGE

- Where the value of any order exceeds £500 (five hundred pounds) nett, the cost of the goods to the purchaser's premises on the mainland of the United Kingdom shall be included in the contract price. The limit for Northern Ireland will be £1,500 nett.
- In all other cases the prices are exclusive of carriage and insurance to the purchaser's premises.
- Any orders below the carriage paid terms stated in condition 6a can be collected from the company's premises at no additional cost or will be subject to carriage charges to be agreed between the company and the purchaser prior to order.
- Deliveries outside of the UK mainland will be quoted separately.

7. PACKING

Where it is necessary to despatch goods in crates, cases, pallets, stillages or skids or other such packing, a charge will be made for this. All packaging has been evaluated and is fully compliant with the RoHS and WEEE Directives. Products contain none of the banned substances stipulated by the Directive, in concentrations above any permitted levels.

8. LOSS OR DAMAGE IN TRANSIT

When the price quoted includes delivery, the company shall repair or replace free of charge, goods damaged in transit or not delivered in accordance with the advice note, provided that the company is given written notification of such damage or non-delivery within such time (being not more than three days) as will enable the company to comply with the carrier's condition of carriage as affecting loss or damage in transit, or where delivery is made by the company's own transport, within three days after receipt of the advice note. Notwithstanding the above undertaking, the company will only consider claims for alleged shortage if they are received within two working days of the receipt of the goods by the purchaser, together with sufficient information to enable the company properly to identify the shortage, including the advice note number, consignment note details and condition of goods.

9. SAMPLES

Any samples submitted with the company's quotation or at the purchaser's request must be returned within ninety days of receipt and the company shall be entitled to charge for them if they are not so returned. Where the company have supplied samples to the purchaser, they will be charged under the company's normal terms and conditions. With the prior written agreement of the company, samples may be returned to the company at the purchaser's cost. Providing the goods are returned in good condition, the purchaser will be credited in full. If goods are returned in poor condition, credit will be rejected and the terms and conditions of the original invoice will stand.

10. DELIVERY

- Unless stated to the contrary in the purchaser's order and accepted by the company all times or dates for delivery of the goods are given in good faith but are approximate only and shall not be the essence of the contract.
- All times or dates for delivery shall be calculated from the date of acceptance by the company of the order of the purchaser, or from the date of receipt by the company from the purchaser of all information, instructions and drawings as shall be necessary to enable the company to carry out the order, whichever shall be later.
- Unless otherwise stated in writing the company shall be entitled to make partial deliveries of the goods.
- Scheduled or split deliveries at the purchaser's request may result in additional charges or a change to prices previously agreed.

11. VARIATIONS

- The company shall be under no obligation to alter or vary any part of the contract or any work connected therewith. Any alteration to, addition to, amendment to or other variation of the specification, including any drawings or to the quality, performance, weight or measurements of any goods or any alteration or variation of advised delivery schedules, shall, if requested by the purchaser, be subject to the agreement of the company, with such alteration or addition to the price and to delivery dates or schedules as may be required by the company and shall not be binding upon the company unless and until accepted by the company in writing.
- In the event of any variation or suspension of the work by the purchaser's instructions or lack of instructions, the company shall be entitled to adjust the contract price to reflect costs involved and to adjust delivery dates or schedules.

12. STORAGE

If the purchaser does not take delivery or arrange for storage as aforesaid, the company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered in accordance with these conditions of sale and the company may arrange storage either at the company's own works or elsewhere on the purchaser's behalf and all charges for storage, insurance or demurrage shall be payable by the purchaser.

13. INSPECTION AND TESTS

The company's products are carefully inspected and where practicable, submitted to its standard tests at the company's works before despatch. If tests other than those specified or tests in the presence of the purchaser or its representatives are required, these will be charged for. In the event of any delay on the purchaser's part.

14. PERFORMANCE

Any performance figures given by the company are based on its experience and are such as the company expects to obtain under the conditions of its standard tests at its works.

15. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptions, illustrations and particulars of weights and dimensions issued by the company in catalogues, price lists, advertising matter and forwarding specifications are by way of general descriptions and approximate only and shall not form part of any contract or give rise to any liability on the part of the company. It is the policy of the company to endeavour to develop and improve its products and accordingly, the company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy. Provided that nothing in this clause shall oblige the purchaser to accept goods which do not reasonably comply with the contract.

16. WARRANTY

- The company will make good by repair, or at the company's option by the supply of a replacement, defects which, under proper storage and use appear in the goods within the period of twelve calendar months after the goods have been delivered and arise solely from faulty design (other than design made or furnished by the purchaser), materials or workmanship.
- The warranty given in this clause is subject to the following provisos, namely:
 - That the purchaser shall have followed all instructions issued by the company in relation to the goods;
 - That in the case of defects which would have been reasonably apparent to the purchaser on reasonable examination of the goods on delivery, the purchaser shall notify the company of the defects in writing within fourteen working days of delivery;
 - That in the case of any defects, the purchaser shall notify the company of the defects in writing within seven working days of the date when the defects became apparent.

17. REJECTION

Unless otherwise agreed in writing and subject to clause 16 hereof (Warranty), goods rejected as not complying with the contract must be rejected within fourteen working days of delivery to the purchaser's premises or to such other place as the purchaser shall have specified.

18. CANCELLATION

No order which has been accepted by the company may be terminated by the purchaser (whether by way of cancellation or otherwise) except with the prior written agreement of the company (at the company's sole discretion) and on terms that the purchaser shall indemnify the company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the company as a result of the cancellation.

19. RETURN OF GOODS

- When attempting to return goods, the purchaser should provide as much of the following information as possible:
 - Catalogue numbers and quantity of goods;
 - Reason for return;
 - Date of purchase;
 - If faulty, the date on which the goods were found to be faulty.
- Upon the company's acceptance of the purchaser's written debit note, a returns authorisation number will be issued and goods will either be returned at the purchaser's cost or if goods are faulty, collected by the company.
- Upon receipt of the returned goods, they will be inspected and tested as soon as is reasonably practicable. The purchaser will be notified if credit is to be passed based on the inspection and testing of the returned goods resulting in faults occurring due to component failure.
- When returned goods are found not to be faulty, a test report will be issued to the purchaser along with a request for the cancellation of the debit note on which goods were returned. Unless otherwise agreed with the company, a 30% handling charge for additional costs incurred by the company will be charged. Goods will be kept for a maximum period of 28 days awaiting collection by the purchaser and will be disposed of at the company's discretion after this period.
- Goods ordered but no longer required by the purchaser are to be returned at the purchaser's cost and are subject to either handling charges to be agreed with the company prior to return or a compensating order the value to which will be agreed between the company and the purchaser.
- Under no circumstances will credit be issued verbally and the purchaser should not return goods on the basis of assumed credit.

20. CONSEQUENTIAL LOSS

Save as may be expressly provided for herein, the company shall not be liable for any consequential loss suffered by the purchaser and in particular the company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income production or accruals or by reference to accrual such costs, claims, damages or expenses on a time basis.

21. PATENTS

The purchaser will indemnify the company against all damages, penalties, costs, losses and expenses suffered by the company or for which it may become liable in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design trade mark, name or knowhow arising out of the company's manufacture of goods in accordance with any specification, design drawings or other data supplied by the purchaser or its servants or agents.

22. COPYRIGHT

All drawings, descriptions and other information submitted by the company shall remain the property of the company together with the copyright therein.

23. FORCE MAJEURE AND OTHER CIRCUMSTANCES

The company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times of delivery, if the manufacture of the goods by the company or the company's suppliers, or the delivery of the goods or the performance by the company of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock out or other form of industrial action, accidents or stoppages to works, shortage of labour, materials, equipment, fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of the company or its sub-contractors, whether or not such cause exists on the date of the order.

24. PASSING OF PROPERTY AND RISKS

- The risk in the goods shall pass to the purchaser immediately on delivery of the goods to the purchaser.
- The property in the goods shall remain with the company, which reserves the right to dispose of the goods, until payment in full for all of the goods has been received by it in accordance with the terms of this contract, or until such time as the purchaser sells the goods to its customers by way of bona fide sale in the ordinary course of business at a price not less than that due to be paid by the purchaser to the company in respect thereof. While the goods remain the property of the company, the purchaser shall keep the goods identifiable and separate from all other goods in its possession.
- Until such payment as aforesaid has been received in full by the company, the purchaser shall be under an obligation to re-deliver the goods to the company if the company so requires and the company shall be entitled at any time to retake possession of the goods and for that purpose to enter upon any land or premises of the purchaser where the goods may be for the time being. The company shall be entitled, where the goods have been fixed or attached to any other product, to detach the goods in order to recover possession of them. Such re-delivery or re-taking of possession shall be without prejudice to the obligation of the purchaser to purchase the goods.
- If the purchaser sells any of the goods before the property in the goods has passed to the purchaser, the purchaser shall hold the proceeds of such sale in trust for the company. The purchaser shall, at the request of the company, assign to the company its rights to receive the proceeds of such sale.

25. BREACH OF CONTRACT

In the event of the purchaser committing any breach of this contract, or if any distress or execution is levied upon the purchaser, his goods or assets, or if the purchaser enters into any negotiations for arrangement or composition with, or for the benefit of his creditors, or commits any act of bankruptcy, or if any petition in bankruptcy shall be presented against him, or if, being a corporate body, the purchaser shall be wound up, or if any resolution is proposed or petition presented to wind up the purchaser (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation without insolvency), or if a receiver of the purchaser's or undertaking, or any part thereof shall be appointed, or if the purchaser shall be deemed to be unable to pay its debts, the company shall be entitled, without prejudice to any other claim or right or remedy which it may have, forthwith to suspend any or all deliveries until the default has been made good or to determine the contract or any unfulfilled part thereof.

