

Northwood Technology Conditions of Sale

1. DEFINITIONS

In these conditions the "Seller" means Northwood Technology Ltd. The "Buyer" means the immediate purchaser of any Goods. The "stated price" means the agreed price stated in a contract of sale to which these conditions apply at the time such contract came into effect. "Goods" mean goods sold under a contract of sale to which these conditions apply.

2. FORMATION OF CONTRACT

(a) All quotations shall be construed as invitations to treat any order of goods placed by the Buyer whether or not based on a tender quotation, & any contract resulting there from shall be subject to acceptance or confirmation in writing by the Seller & is, or shall be deemed to be, made subject to these conditions of sale & no qualification or condition contained in any offer or purported acceptance of the Buyer shall from any item of these same unless expressly accepted in writing by the Seller.

(b) Unless expressly stated therein a quotation shall not remain open for more than 28 days from the date thereof. A quotation may be withdrawn by the Seller at any time before acceptance and confirmation by the Seller of the contract of sale.

3. PRICE

Unless otherwise agreed in the contract of sale, the price is stated in Euros list and exclusive of VAT and all other taxes, levies, imposts and other charges of a similar nature. If after the conclusion of the contract of sale, there shall be an increase in any such charge borne in accordance with the contract of the Seller and any other costs, insurance, carriage or delivery charges so borne, such increase shall be made payable by the Buyer.

4. TERMS OF PAYMENT

(a) Payment Terms are **30 days end of month** unless otherwise stated in writing. The buyer shall make payment on the last working day of the calendar month following the month during which the Goods are invoiced. The Seller reserves the right to invoice each shipment separately.

(b) The Seller reserves the right to charge interest from day to day on overdue accounts without further notice at 4 per cent above the base lending rate of Allied Irish Bank for the time being compounded with monthly rests.

(c) The Buyer shall make all payments hereunder free and clear of and without deduction for any set-off or counter claim or, except as required by law, any tax or any other matter.

(d) The time for performance of the Buyer's obligations (whether as to payment or otherwise) shall be of the essence so that failure to perform shall entitle the Seller at its option to treat the contract as repudiated by the Buyer or to delay shipment. In the case of delivery by instalments failure to perform in respect of one shipment shall entitle the Sellers at its option to cancel or delay that shipment or other shipment or to treat the whole contract as repudiated by the Buyer.

5. PACKING

The Seller will pack Goods in accordance with its normal practice.

6. DELIVERY

(a) Whilst every effort will be made to adhere to any agreed shipment dates, such dates are not guaranteed and the Seller accepts no liability for delay in shipment or delivery from any cause whatsoever.

(b) The Buyer shall accept the delivery of Goods by instalment if the Seller so requests.

(c) The Seller's lien and rights of stoppage in transit shall not be terminated by reason of its acting as consignee.

(d) Where the buyer having been notified the Goods are ready for despatch or, as the case may be, for collection for any reason refuses or is unable to accept delivery or make collections, the Seller shall be entitled to invoice the Buyer for the stated price of those Goods (which the Buyer shall pay as though those Goods had been dispatched or collected on the date of notification). In addition, the Seller shall have the right to charge the Buyer for storage and insurance and all other expenses incurred by it in respect of those Goods and, notwithstanding Clause 8 below, risk in those Goods shall be treated as having passed to the Buyer from the date of the Seller's notification.

(e) If the Buyer refuses or is unable to accept delivery 14 days after being notified that the Goods are ready for despatch the Seller may, at its option and in addition to the above rights treat this cancellation of the order with effect from the date the Seller notified the Buyer that the Goods were ready for dispatch. In these circumstances, Clause 4 (d) shall apply.

(f) If the buyer requests delivery of goods to a third party, and the third party accepts delivery of goods on behalf of buyer, the Seller shall not be liable in the event of damage, loss or theft of goods delivered to that third party.

(g) The Buyer assumes all responsibility for safety of goods and its packaging when delivered to a third party.

7. FORCE MAJEURE

If by reason of force majeure, the Seller is prevented or delayed in delivery of the Goods through no fault of the Seller and after having made reasonable efforts to overcome such cause, the Seller shall be excused the performance of its obligations or punctual performance thereof (as the case may be) for so long as the cause shall continue.

FORCE MAJEURE CONTINUED

Force majeure for this purpose shall include civil commotion, riot, war, threat or preparation of war, fire, flood, earthquake, explosion, natural physical disasters, lockouts, acts of workmen, failure of gas, electricity, water or fuel, epidemics, quarantine restrictions, interruption of transport, law, act or omission, rule or regulation of any government or other authority or any cause beyond the reasonable control of the Seller.

8. RISK

Unless otherwise agreed in the contract of the sale, Goods shall be at the Buyers risk from the time of despatch from the Seller's warehouse.

9. PROPERTY

(a) Notwithstanding that the Buyer obtains possession of Goods both the legal and equitable title thereto will remain in the Seller until the Seller has received payment from the Buyer of the contract price in full with all VAT there on and all other monies that may be or become due from the Buyer to the Seller in relation thereto. Until such a time the Buyer shall hold such Goods as bailees in a fiduciary capacity for the Seller and the Seller shall be entitled to require the Buyer to deliver such Goods or any of them to it on demand and to enter the Buyer's premises for the purpose of collecting them (to include, without prejudice to the generality of the foregoing, the dismantling of any item into which such Goods have been incorporated) and the Buyer shall be responsible for all the Seller's costs and expenses in connection with so doing. The Buyer may however, subject to (b) below, sell such Goods by way of bona fide sale in the ordinary course of its business on its standard terms and conditions by way of sale as principal (not as agent) but the sale will constitute a sale by the Buyer of the Seller's property and accordingly the Buyer will account to the Seller for the proceeds of sale up to the total amount outstanding in respect of such Goods and pending such accounting will hold the same on trust for the Seller.

(b) The Buyer's license contained in (a) above shall terminate automatically and without notice upon the Buyer being in breach of any of the items hereof or being adjudged bankrupt or having a receiver appointed of all or any part of its property or suffering the presentation of a winding up petition or passing a resolution for its winding-up or being in arrear for any sum due from it hereunder or, in the opinion of the Seller, being unable to pay its debts. In any event the Seller may (without prejudice to any other rights or remedies available to it) without notice terminate all or any part of the contract or suspend or cancel deliveries there under and shall have a general lien on all the Buyer's property then in the Seller's possession (whether as consignee or otherwise) in respect or any sums which may be owing by the Buyer to the Seller on any account whatsoever and on the expiration of 14 days notice the Seller shall be entitled to dispose of the same and apply the proceeds towards satisfaction of such terms.

(c) The Seller warrants that Goods will be free from any defect in material or workmanship for a period of one year after the date of delivery whether to the Buyer or any carrier) unless otherwise stated by the terms of the relevant manufacturer's warranty relating to the Goods or on the invoice.

(d) The Seller's liability for breach of warranty 130 shall be limited solely to replacing / repairing without charge, the defective Goods or part thereof, provided that all of the following conditions have been met:

(i) The Buyer shall have notified the Seller of the defect(s) in writing within such a period of one year or as otherwise stated.

(ii) Such defect(s) shall have proved by the Buyer to be attributed to the Seller.

(iii) If requested by the Seller, the Buyer shall have such defective Goods or part thereof returned to the Seller's head office prepaid, insured, properly packed and accompanied by the return authorisation document provided by the Seller.

(c) Such warranties set forth above do not extend to Goods which become defective resulting from damage in the course of transportation or by handling, storage, operation, use, repair or maintenance in a manner or environment contrary to the instructions or specifications of the Seller.

(d) Such warranties set forth above do not extend to systems in which Goods purchased from the Seller are operationally controlled or electrically integrated with equipment not supplied by the Seller without the prior written consent of the Seller.

(e) The warranties set forth above shall run only to the Buyer.

(f) The warranties set forth above are given in lieu of and to the exclusion of, to the extent permitted by law, all representations, guarantees, conditions, warranties or liabilities what so ever (express or implied, statutory or otherwise & whether arising in tort or contract for negligence or otherwise) as to the quality of the Goods or their fitness for any purpose.

(g) The Seller hereby also expressly excludes any liability for consequential damage caused by or arising out of use of the Goods or occurring in respect of the Goods howsoever arising.

11. RETURNS

(a) Goods requiring repair or service after expiry of warranty period may be returned to the Seller for this work to be carried out on the following conditions:

(i) Goods dispatched for repair or service must be prepaid, insured by the Buyer and properly packed.

(ii) The Seller will advise the Buyer of the estimated cost or any necessary work including the cost or replacement of parts. The Buyer understands that no work will commence before this estimated cost is agreed by the Buyer.

(iii) Charges for repair or service will be invoiced on completion and the Buyer agrees to settle this invoice

(b) Goods ordered by the Buyer but found not to be required through no fault of the Seller can be returned for credit on the following conditions:

(i) The Buyer must notify the Seller in writing of a wish to return the Goods within 14 days of the invoice date.

(ii) The returned Goods must be in as-new condition inc all original packaging, boxes, formers, plastic bags, instruction literature, etc, or a **restocking charge will apply**

(iii) The Buyer agrees that the Seller will levy a restocking charge of a minimum 10% of the original value of Goods. This charge will be deducted from the subsequent credit by the Seller.

(iv) Restocking Charge amount is at the discretion of the Seller

(v) The Buyer agrees that the Seller will charge the full cost of any refurbishment needed to restore the Goods to as-new condition. Such costs will be advised to the Buyer by the Seller and deducted by the credit in addition to the handling charge in compliance with

(vi) Third Party Returns. The seller reserves the right to refer buyer directly to the manufacturer for back up service, replacements and returns

12. RESPONSIBILITY

The Seller shall not be liable to the Buyer or any person claiming through the Buyer for damage to any of the Buyer's property in the possession of the Seller (whether as consignee or otherwise) or for any damage caused to any person by such property by reason of any cause beyond the reasonable control of the Sellers.

13. CONFIDENTIALITY

The Buyer shall not at any time disclose any confidential information as to methods of manufacture, plans, drawings, price lists, documents of other information relating to the Goods or the Seller

14. DELEGATION

The Seller may delegate its performances under the contract and may assign any of its rights or benefits there under.

15. INTERPRETATION

All contracts to which these conditions apply shall be governed by and construed in accordance with Irish Law and the Buyer irrevocably submits to the jurisdiction of the Irish courts. Sellers. clause 4(a) above.