

ICS ELECTRONICS LIMITED TERMS AND CONDITIONS OF SALE

1 Definitions

In these conditions, "Company" means ICS Electronics Ltd. of Unit V, Rudford Industrial Estate, Ford, Arundel, West Sussex BN18 0BF. "Customer" means the other contracting party. "Products" means all the goods or instalment of the products or any parts for them supplied by the Company under the Contract. "Order" means the order placed by the Customer with the Company for the Products. "Contract" means the Contract for the sale and purchase of the products accepted by the Company in writing to include telex, email or facsimile transmission. "FCA" has the meaning given in Incoterms 2000 as published by the International Chamber of Commerce.

2 Contract

The Company shall sell and the Customer shall purchase the Products in accordance with any written quotation of the Company, or description and pricing for a product available on the Company website, which is accepted by the Customer, or any written Order of the Customer, which is accepted by the Company subject, in any case to these conditions which shall govern the Contract to the exclusion of any other terms and conditions, subject to which any such quotation is accepted, or purported to be accepted, or any such Order is made, or purported to be made by the Customer. No variation to these conditions shall be binding, unless agreed in writing by the authorised representatives of the Customer and the Company. The Company's employees or agents are not authorised to make any representations concerning the Products, unless confirmed by the Company in writing. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of such representations, which are not so confirmed. Any advice or recommendation given by the Company, or its employees, or agents to the Customer, or its employees, or agents, as to storage, application or use of the Products which is not confirmed in writing by the Company, is followed or acted upon entirely at the Customer's own risk. Accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed. Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company, shall be subject to correction without any liability on the part of the Company.

2.1 Consumer Internet Sales

- 2.1.1 The description and price of the goods you order will be as shown on the ICS Electronics Ltd website at the time you place your Order.
- 2.1.2 If after acceptance of your Order we discover within 14 days of such acceptance that all of the goods are unavailable, we may terminate the contract and refund or re-credit you within 7 working days for any sum that has been paid by you or debited from your credit card for those goods. In these circumstances, we will inform you as soon as possible.
- 2.1.3 If within 7 days of our acceptance of your Order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your Order to substitute the unavailable items with alternative goods. If you have not cancelled the Order within 14 days of receipt of such notice, we will deliver the available goods in accordance with condition 4 below. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).
- 2.1.4 Every effort is made to ensure that prices shown on the ICS Electronics Ltd website are accurate at the time you place your Order. If within 14 days of accepting your Order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the incorrect priced goods and offering you the option of:
 - 2.1.4.1 placing a new order at the correct price for those goods;
 - 2.1.4.2 cancelling the whole of your Order; or
 - 2.1.4.3 cancelling your Order for the incorrect priced goods and reconfirming your Order for the correctly priced goods.
- 2.1.5 If, within 14 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions 2.1.4.1 to 2.1.4.3 above then:
 - 2.1.5.1 if all of the goods you have ordered are found to be incorrectly priced, the entire order will be cancelled automatically and ICS Electronics Ltd will refund or re-credit you for any sum you have paid for those goods; or
 - 2.1.5.2 if only some of the goods you have ordered are found to be incorrectly priced, our contract with you continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the incorrectly priced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the incorrectly priced goods.
- 2.1.6 To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been incorrectly priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the Order and the supply of the relevant goods, whether the Order is placed through our website or otherwise.
- 2.1.7 In addition to the price, you may be required to pay a delivery charge for the goods, details of which are clearly displayed on our website at the point that you place your Order.

3 Orders and Specifications

No Order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by email or in writing by the Company's authorised representative. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Products within a sufficient time to enable the Company to perform the Contract in accordance with its terms. 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 EC requirements or where the Products are to be supplied to the Company's specification, which do not materially affect their quality or performance.

3.1 For consumer telephone or Internet sales

The contract is subject to your right of cancellation (see condition 8 below), otherwise no Order which has been accepted in writing by the Company may be cancelled by the Customer except with the written agreement of the Company and on terms that the customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.

4 Prices

Unless otherwise stated, all prices are in Pounds Sterling, Net FCA (ICS, Arundel UK). The price of goods shall be the Company's quoted price, or where no price has been quoted (or a price is no longer valid), the price listed in the Company's published price list at the date of acceptance of the Order. If required, carriage will be charged at quoted prices. Export Orders will be shipped by air freight with all charges forward unless otherwise advised. A pro-forma invoice with shipping charges quoted for any chosen transport method will be provided on request.

5 Quotations

All quotations or pro-forma invoices shall be subject to these conditions and, unless otherwise stated by the Company, shall be valid for a period of thirty (30) days, but may be withdrawn by the Company at any time. The quotation and/or pro-forma invoice is not an offer to proceed and the customer is required to place a written Order.

6 Price Adjustment

The Company reserves the right at any time prior to delivery to vary the price quoted for the Products, if following the date of quotation the cost of supplying the Products is increased by any factor beyond the control of the Company or if any change in delivery dates, quantities or specifications for the Products which are requested by the Customer, or any delay caused by any instructions to the Customer, or failure of the Customer to give the Company adequate information or instructions. If any such variation in the Net price of the Products results in an increase in price of more than five (5) per cent, the Customer may cancel the Order by notifying the Company in writing within seven (7) days of notice of such increase.

7 Payment

7.1 UK Internet Sales

- 7.1.1 Payment for the goods and delivery charges can be made by any method shown on the ICS Electronics Ltd website at the time you place your Order. Payment shall be due before the shipment date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle ICS Electronics Ltd to terminate the contract immediately.
- 7.1.2 There will be no shipment until cleared funds are received (with the exception of business accounts where we have agreed credit facilities with you).
- 7.1.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by ICS Electronics Ltd to you.

7.2 UK Business Customers

Unless otherwise agreed, payment in full must be made by Net credit transfer to the Company or by an accepted credit card payment or via PayPal in advance of shipment.

7.3 UK Business Customers (with agreed credit terms)

Unless otherwise agreed, payment is to be made against the Company's invoice in cash within 30 days of the invoice date. The Company reserves the right to charge 2.5% of the invoice value per month, or part thereof, on all overdue accounts.

7.4 Overseas Customers

Unless otherwise agreed, payment in full must be made by Net credit transfer to the Company in advance of delivery, or by an irrevocable, indivisible Sterling Pounds Letter of Credit established with and confirmed by a Clearing Bank approved by the Company in favour of the Company. The Letter of Credit shall have a validity equal to the full delivery period of the Product plus one month, and shall provide for part shipment and transshipment with the release of one hundred per cent of the value of each shipment against presentation of commercial invoices, packing list and bill of lading, or forwarding agents receipt, or airway bill in evidence of the despatch of the Products.

8 Telephone and Internet sales right of cancellation

You have the right to cancel the contract at any time up to 10 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

To exercise your right of cancellation, you must give written notice to ICS Electronics Ltd by hand, post or email, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

Except in the case of faulty or incorrectly described goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to ICS Electronics Ltd at your own cost. The goods must be returned to ICS Electronics Ltd at the address given in 1. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or incorrectly described goods ICS Electronics Ltd shall, after receiving notification in accordance with the following conditions, either collect the goods from you or ask you to return the goods to ICS Electronics Ltd in accordance with the Returns procedure (see condition 17 below).

Once you have notified ICS Electronics Ltd that you are cancelling the contract, ICS Electronics Ltd will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

Except in the case of faulty or incorrectly described goods, if you do not return the goods as required, ICS Electronics Ltd may charge you a sum not exceeding the direct costs of recovering the goods.

You do not have the right to cancel the contract if the Order is for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

9 Taxes

For Orders supplied within the UK, all prices unless otherwise stated are exclusive of VAT, which will be charged at the rate current at the date of invoice. For Orders supplied within the EC, VAT will be charged at the UK rate current at the date of invoice, unless a valid EC VAT number is supplied prior to despatch. For Orders supplied outside the EC, all prices are exclusive of all taxes, charges or levies of any kind, whether payable on the supply of the Products to destinations outside the EC or otherwise, and these are payable by the Customer.

10 Penalty Clauses

Penalty clauses on Customer Orders or Contracts cannot be accepted unless a specific undertaking in writing is secured from the Company.

11 Forwarding Instructions

These shall be provided by the Customer not later than seven (7) days after being advised that the Products are ready for despatch. If no forwarding instructions are received within this period, the Company shall have the right to deliver the Products and claim full payment.

12 Delivery and Risk

Goods shipped within the UK are insured in transit by the Company. Goods shipped overseas are only insured on request and then at the Customer's cost. The risk of loss or damage to the goods shall pass to Customer upon delivery of the goods at Customer's authorised trading premises specified in the order by Customer or to a carrier on Customer's behalf (whichever is sooner) whereupon Customer shall be responsible for obtaining and paying for appropriate insurance. Unless otherwise specified, delivery shall be deemed to take place when the Products have been delivered to the Customer's carrier, FCA (ICS, Arundel UK). All dates and times specified to the Customer are estimates only and the Company shall have no liability for delay or for any damages or losses sustained by the Customer as a result of such dates or times not being met. The Customer must make all claims for shipment shortages to the Company in writing within three (3) days of the date of delivery. Where the goods are delivered in instalments, each delivery will constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions, or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

13 Licences and Authorization for Materials

All Contracts are subject to the receipt of any necessary licence or material authorization and, if so required by the Company, these will be obtained and supplied by the Customer.

14 Title

The Company shall retain title to the goods until it has received payment in full for all sums due in connection with the supply of all goods and services to Customer at any time. For these purposes the Company has only received payment when irrevocably credited to its bank account.

If any goods owned by the company are attached to, mixed with, or incorporated into other goods not owned by the Company, and are not identifiable or separable from the resulting composite or mixed goods, title to the resulting composite or mixed goods shall vest in the Company and shall be retained by the Company for as long as and on the same terms on which it would have retained title to the goods in question.

Buyer shall store goods owned by the Company in such a way that they are clearly identifiable as the Company's property, of the persons to whom it sells or disposes of such goods and of the payment made by such person for such goods. It will allow the company to inspect these records and the goods themselves on request. All goods supplied by the company in Customer's possession shall be presumed to belong to the Company (unless Customer can prove otherwise).

The Company shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of goods owned by the Company immediately prior to their sale. Such proceeds shall be held in trust for the Company.

If Customer fails to make any payment to the Company when due, enters into bankruptcy, liquidation or receivership or a composition with its creditors, has a receiver, administrator, or manager appointed over all or a part of its assets, or becomes insolvent, or ceases to trade or if the Company has reasonable cause to believe that any of these events are likely to occur, the Company shall have the right, without prejudice to any other remedies:

to enter without prior notice any premises where goods owned by the Company may be, and to repossess and dispose of any goods owned by the Company so as to discharge any sums owed to the company by the customer;

to require Customer not to resell or part with possession of any goods owned by the company until customer has paid in full all sums owed by it to the Company;

to withhold delivery of any undelivered goods and stop any goods in transit.

Unless the Company expressly elects otherwise any contract between the company and Customer for the supply of goods shall remain in existence notwithstanding any exercise by the Company of its rights under this clause.

15 Specification and Product Description

In line with the Company's policy of continuous improvement it reserves the right to vary the specification from time to time. All specifications, drawings and technical descriptions provided by the Company are the Company's copyright. Catalogues, price lists and other advertising matter are issued to indicate the type and range of goods offered, and no particulars therein are binding on the Company.

16 Warranty and Liability

Unless otherwise specified and subject to clauses below, the Goods are guaranteed free from defect caused by faulty materials or workmanship for a period of twelve months from the date of dispatch (the "Guarantee").

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

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 Customer, and shall not be liable for the inter-operability of the Product with any other hardware or software Product not supplied by the Company. 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. The Company shall be under no liability under the above warranty (or any other warranty, condition, guarantee) if the total price for the goods has not been paid by the due date for payment. The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions. Any claim by the Customer 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 Customer) be notified to the Customer within seven (7) 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 Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.

Where any valid claim in respect of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund the Customer the price of the goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

The company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or any other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and 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 or their use or resale by the Customer, except as expressly provided in these conditions. The Company shall not be liable to the Customer 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 Customer's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

17 Repairs & Returns

Goods returned to the Company for repair outside of the stated warranty period will be returned only on prior payment of the return invoice. An estimate of repair costs will be provided prior to carrying out the work if specifically requested in writing.

To make a return you must first have notified ICS Electronics Ltd in accordance with the conditions above.

ICS Electronics Ltd will acknowledge your notification supplying a reference and any additional instructions within 7 working days.

In particular, please note that any items returned to us that you claim to be faulty or incomplete are checked and verified by our staff. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs via your original payment method. In the event that your credit card has expired, or is declined we will hold the item(s) until full payment has been made for the return carriage.

Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier.

18 Software

All ICS software products (whether embedded in ROMs or other hardware or contained on disks or other media) including all related manuals and documentation (collectively "Software") are proprietary to the Company and are copyrighted with all rights reserved. The Company licences, rather than sells the Software. Title to all

Software remains in the Company, and all Software received by the Customer is delivered subject to the terms of the related licence agreement.

If the Customer does not sign a related ICS software license then the following provisions will apply to the Software.

18.1 Standard Software Licence

- 18.1.1 Customer shall be granted a non-exclusive, non-transferable individual licence to use the Software with the hardware identified in the Company's offer, quotation or acknowledgement, at the address, stated on Customer's Order.
- 18.1.2 No license is granted for the use of the Software with any other hardware, or at any other address.
- 18.1.3 Customer acknowledges that it shall have no rights in the Software or any trade mark, trade name, or service mark used in association with the Software.
- 18.1.4 In all cases, whether or not contained in the related license, Customer agrees not to (a) disassemble, de-compile, reverse engineer, merge or combine with other software, copy, translate, adapt, vary or modify any software (in whole or in part), (b) communicate or disclose any software (in whole or in part) to any third party, or (c) distribute any Software (in whole or in part) in any form except as expressly permitted by applicable law.
- 18.1.5 The Company warrants that the Software shall substantially perform in accordance with the specifications contained in the Software's user manual, existing on the date of delivery of the Software, for such period, if any, as may be notified in writing by the Company to Customer. The Company's sole obligation and Customer's exclusive remedy under this warranty, which is subject to Customer providing the Company with a written statement of the defect and the Company substantiating the existence of the defect, shall be limited to the Company using its reasonable efforts to correct such defect within a reasonable period of being notified of such defects. The Company does not warrant that functions contained in the Software shall meet Customer's requirements. The Company's warranty obligation shall be void if the Software is modified in any way whatsoever without the Company's prior written consent.
- 18.1.6 Save as provided in this clause no warranty of any type is deemed implied and is expressly excluded, and in no case shall the Company be deemed responsible for indirect damages or other damages suffered by Customer as a result of the acts or omissions of the Company.
- 18.1.7 The Company may terminate this Software license immediately upon any breach by Customer of the provisions of this clause.

19 Images

Product images are for illustrative purposes only and may differ from the actual product.

20 Force Majeure

ICS shall, without prejudice to other provisions hereof, be entitled to cancel or rescind any contract and shall not be liable for any loss or damage if its ability to perform its obligations under the contract is in any way adversely affected for any reason whatsoever not within ICS's control, or by commercial infeasibility including the failure by ICS's supplier to fulfil their obligations, the denial or cancellation of necessary permits or licences or substantial increases in the cost of performance.

21 Waiver

No failure or delay by the Company in exercising any of its rights under these Terms and conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or future exercise of that or any other right.

22 Entire Agreement

These conditions supersede all previous conditions, understandings, commitments, agreements or representations whatsoever, whether oral or written, relating to the subject matter hereof, and shall not be varied without the Company's written consent.

23 Governing Law

These terms and conditions shall be interpreted according to and shall be governed by English Law and the Customer agrees to submit to the exclusive jurisdiction of the London Court of International Arbitration in any dispute or difference of any kind which may arise concerning the Contract. The County Court shall be used to settle any small disputes within England and Wales.

24 Privacy Policy

ICS Electronics Ltd. will take all reasonable steps to protect any information given in accordance with the requirement of the 1998 Data Protection Act. Other than for the purpose of completing an Order no information is passed to third party organisations.

Data Protection - ICS Electronics Ltd will take all reasonable precautions to keep the details of your Order and payment secure but unless ICS Electronics Ltd is negligent, ICS Electronics Ltd will not be liable for unauthorised access to information supplied by you.