ISOCOM COMPONENTS 2004 LIMITED
TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions:

1.1. "**Buyer**" means the person or company who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

1.2. "**Goods**" means the Goods or any part of them which the Seller is to supply in accordance with these Conditions.

1.3. "**Seller**" means Isocom Components 2004 Limited of Unit 25B, Park View Road West, Park View Industrial Estate, Hartlepool, TS25 1PE, United Kingdom.

1.4. "**Conditions**" means the standard terms and conditions set out in this document and (unless the contract otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

1.5. "**Contract**" means the contract for the purchase and sale of the Goods.

1.6. "**Writing**" includes facsimile transmission, e-mail, and comparable means of communication.

2. QUOTATION AND ACCEPTANCE

2.1. Quotations are valid for thirty (30) days and represent no obligation until the Seller accepts the Buyer's order.

2.2. The Buyer's order must be identified with an order number and must contain sufficient information to enable the Seller to proceed.

2.3. No variation of the Seller's conditions shall be binding upon the Seller unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Seller. Any conditions proposed by the Buyer are hereby excluded.

3. PRICE

3.1. Prices do not include VAT (if applicable) or the cost of delivery.

3.2. The Seller reserves the right to increase the price of the goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Buyer, including the cancellation by the Buyer of part of any order.

4. DELIVERY

4.1. Any delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Buyer's order. Provided the Seller takes all reasonable steps to deliver the goods at the time stated the Seller shall be under no liability for failure to do so. The Seller excludes liability for consequential loss or damage suffered by the Buyer as a result of late delivery of goods for any cause whatever.

4.2. The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.

4.3. Delay in delivery or other default in respect of any instalment of any one or more types of goods shall not relieve the Buyer of its obligation to accept and pay for the remaining deliveries.

4.4. Goods will be packed to the Seller's normal specification in non-returnable packing unless the Buyer specifies otherwise and the Buyer will be charged accordingly.

4.5. No claims for loss or damage in transit will be accepted by the Seller unless notice in writing is given to the carrier concerned (if any) and the Seller within seven days of delivery in the case of damage or in the case of loss within ten days of the date of the Seller's invoice.

4.6. Delivery and carriage terms are as stated in the quotation or as subsequently amended by the Seller's acknowledgement of the Buyer's order. If no terms are agreed delivery is ex works (Incoterms 2020 EXW) and carriage will be charged.

5. PASSING OF TITLE AND RISK

5.1. The Seller at all times reserves the legal and beneficial ownership in the goods sold by it until payment has been made by the Buyer in full of all sums owing by the Buyer to the Seller. The Buyer shall hold the goods as bailee for the Seller but shall have liberty to transfer the ownership of the goods in the normal course of trading.

5.2. The Buyer irrevocably appoints the Seller as its attorney for the purpose of perfecting the Seller's title to any such proceeds of sale. The Buyer is expressley prohibited from creating any charge, mortgage, lien or other similar encumbrance adverse to the Seller's title. Until title passes to the Buyer, and at no cost to the Seller, the Buyer shall keep the goods complete and in good condition.

5.3. Until ownership of the goods has passes to the Buyer, the Buyer must keep them insured on the Seller's behalf for their full price against all the risks to the reasonable satisfaction of the Seller.

5.4. In the event of non-payment in accordance with these terms and conditions the Buyer hereby authorises the Seller, its employees and duly appointed agents to enter upon the Buyer's premises at all reasonable times without prior notice to repossess any of the goods with such transport as may be necessary.

5.5. Risk in the goods shall be in accordance with the delivery and carriage terms stated in the Seller's acknowledgement of the Buyer's order. In the event that such terms shall not determine the moment at which the risk shall pass it shall pass when the goods leave the Seller's premises.

6. PAYMENT

6.1. Payment for the goods shall be due no later than 30 days from the date of invoice unless agreed otherwise. Payment shall not be withheld on account of any claim of the Buyer against the Seller. The Seller reserves the right to charge interest at 2% per month in respect of any sum outstanding at the due date.

6.2. The Seller reserves the right to withdraw any credit terms agreed and substitute "cash with order" or "cash on delivery" terms.

6.3. The Seller reserves the right to suspend deliveries where any payment from the Buyer whether in connection with this order or otherwise is not paid on its due date.

6.4. No cash or other discount will be allowed unless specified.

6.5. Payment to the Seller shall be made by electronic transfer unless otherwise agreed. The Buyer shall be responsible for its own banking charges in connection with the transfer and no deductions for charges shall be made from the agreed price.

7. DESCRIPTION AND DATA

7.1. Goods will be supplied substantially as described but where the Seller is the manufacturer the right is reserved to make design changes which, however, will not lower the performance of the goods, affect their mechanical interchangeability, or increase the price. Where the Seller is not the manufacturer goods will be those supplied to the manufacturer's current standard specification and finish provided that any change does not lower the performance of the goods, affect their mechanical interchangeability or increase the price.

7.2. Where the contract is an International Supply Contract within the meaning of Section 26 (3) Unfair Contract Terms Act 1977, the restrictions imposed by that Act on the right to exclude or restrict liability by reference to a contract term shall not apply and Clause 6b shall be read and construed as if the words "(other than death or personal injury)" were deleted.

8. GUARANTEE

8.1. The Seller guarantees that, if any goods are found to be defective as a result of faulty design, materials or workmanship within twelve months after delivery and the defects are promptly notified to the Seller and, if requested, the defective goods are returned to the Seller, the Seller will, subject to the remaining provisions of this clause, either credit the Buyer with the price of the goods or, at the Seller's discretion, repair or replace them. The guarantee for repaired or replaced goods shall end at the expiry of the original guarantee period. If the goods are found not to be defective, or if any defect is attributable to the Buyer's design or materials, the goods will be returned to the Buyer at the Buyer's expense and a testing charge of up to 15% of the original invoice price, together with VAT where applicable, will be made.

8.2. In the case of goods not manufactured by the Seller the liability of the Seller shall be limited to an amount equal to the net amount (after deduction of costs) recovered by the Seller in respect of the defective goods from the manufacturer.

8.3. The guarantee shall not apply if the goods have been modified or repaired other than by the Seller or if they have not been operated, stored and maintained as recommended by the Seller or if the defect arises because of the fitting of the goods to equipment as recommended by the Seller.

8.4. The guarantee shall not apply in the case of distortion, contamination or discoloration of plastic mouldings unless stored under conditions and in packaging recommended by the Seller. Plastic mouldings will not be packaged for storage unless agreed at the time of order.

8.5. No liability for patent defects is accepted by the Seller unless notified within 30 days of delivery and the Buyer must inspect accordingly.

8.6. Where goods are supplied to the Buyer's own specification the Seller gives no warranty that the goods are fit for the Buyer's or any other purpose.

8.7. Because of the varied uses and applications to which Buyers put goods sold by the Seller all liability of the Seller for any consequential loss or damage (including loss of profit) suffered by the Buyer arising in any way whatever from the goods is hereby excluded (save as expressly agreed in writing or as mandatorily implied by law) and the Buyer must arrange his own insurance accordingly.

8.8. Save as specifically set out herein as expressly agreed in writing or as mandatorily implied by law, the Seller shall be under no liability in respect of the quality, condition, description or fitness for purpose of goods or for loss or damage howsoever caused to the Buyer or any other person and any term, condition or representation to the contrary whether express or implied by statute, common law or otherwise is expressly excluded.

9. HEALTH AND SAFETY AT WORK

The Buyer undertakes that it will comply and will procure that its employees, customers and every other person working with on or near or using the goods comply in full with the instructions and recommendations made in any Manual or handbook provided by the manufacturer of the goods and that they will comply with all other instructions given in connection with the use or operation of the goods.

10. FORCE MAJEURE

10.1. Neither party shall be liable for breach of this Agreement if and to the extent that fulfilment of a term has been prevented, hindered or delayed by force majeure as defined herein and in such event the time for fulfilment of the term shall be extended during the operation of force majeure.

10.2. The expression "force majeure" includes but not limited to Acts of God, Strikes, Lockouts and any event or circumstances beyond the immediate control of either party including without prejudice to the generality of the foregoing riots, acts of terrorism, civil commotion, war, national or international emergency, destruction or damage due to natural forces, fires, explosions and compliance with orders or requests of any national or local authority.

11. STORAGE

When delivery is delayed for reasons attributable to the Buyer or its Agents, storage and other additional costs will be charged to the Buyer and the goods will be at the Buyer's risk from the date that the Seller notifies the Buyer that the goods are available for delivery. The Seller reserves the right to invoice the goods at the original delivery date which shall be the date of commencement of the guarantee.

12. INTELLECTUAL PROPERTY

12.1. The sale of goods and the publication of any information or technical data relating thereto does not imply freedom from patent, registered or unregistered design right, copyright or any other intellectual property right whatsoever in respect of any particular application of the goods.

12.2. The Buyer warrants that the designs and specifications supplied by it to the Seller will not involve the infringement of any patent, registered or unregistered design right, copyright or any other intellectual property right whatsoever in the manufacture and sale of the goods by the Seller.

12.3. The Buyer undertakes to indemnify and keep indemnified the Seller against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered or unregistered design right, copyright or any other intellectual property right whatsoever.

13. TOOLS AND OTHER MANUFACTURING EQUIPMENT

Tools and other manufacturing equipment made for the manufacture of goods to be supplied under the contract remain the Seller's property notwithstanding that the Buyer may have been debited with any sum in respect of their cost. Any intellectual property right whether or not registered in the tools and/or other manufacturing equipment and/or in any drawings, sketches, plans specifications or tables of data of the said tools or other manufacturing equipment remains the property of the Seller.

14. MOULDINGS

The colour of any plastic mouldings delivered by the Seller is subject to variation and the Buyer shall not be entitled to reject samples which comply objectively with the Buyer's specification, on subjective or aesthetic grounds.

15. BUYERS ITEMS

Items supplied by the Buyer for the contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Seller. Any defect in items provided by the Buyer shall not entitle the Buyer to rescind the contract, reject the goods, make deductions from the contract price or claim damages in respect of such defect or any resulting defect in the goods and the Buyer shall indemnify and keep indemnified the Seller from and against all actions, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Buyer.

16. ORIGIN OF GOODS

The Seller shall, where required by applicable law or regulation or where reasonably requested by the Buyer for compliance purposes, provide available information regarding the country of origin of the goods. Any country-of-origin information supplied shall be based on information reasonably available to the Seller from the manufacturer or its supply chain. Unless expressly agreed in writing, the Seller gives no separate warranty beyond the accuracy of the information available to it at the time it is provided.

17. CANCELLATION AND RETURN OF GOODS

17.1. The Buyer may not cancel any order accepted by the Seller. Except under the guarantee contained in paragraph 8 no returns are permitted without the Seller's previous written consent.

17.2. If the Seller agrees to accept cancellation or part cancellation of an order, a charge of 15% of the total order price will be made.

17.3. If the Seller agrees to accept returns other than under the guarantee contained in paragraph 8 they must be returned at the Buyer's expense in original condition and if tested by the Seller will be subject to a minimum charge of 15% of invoice price together with VAT thereon if applicable.

18. TERMINATION

If the Buyer commits any breach of the terms and conditions of this contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with its creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction while solvent) or if a receiver is appointed over any part of the Buyer's business, the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the contract summarily by notice in writing, stop any goods in transit, and repossess any goods for which the Buyer has not paid, in accordance with the provisions of clause 5.4 (with the same like rights afforded to the Seller as therein mentioned).

19. LAW

This contract shall be governed and construed in accordance with English Law and the Buyer irrevocably submits to exclusive jurisdiction of the Courts of England and Wales.

20. SEVERANCE

These conditions shall apply so far as they shall be held to be lawful or enforceable. If any condition or part of a condition shall be held to be unlawful or unenforceable, these conditions shall be read as if such condition or part were omitted.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not affect any right or remedy of a third party which is available apart from that Act.

22. CONSUMER SALES

Notwithstanding the provisions of paragraph 8 hereof, nothing in these Conditions shall limit the statutory rights of a Buyer dealing as a consumer as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

23. EXPORT BY THE BUYER

The goods purchased may not subsequently be exported except under the authority of an export licence obtained by the Buyer.

24. EXPORT SALES

In any case where goods are ordered for delivery outside the United Kingdom these conditions shall apply as varied by the following provisions of this clause: All contracts will be construed in accordance with "Incoterms 2020". In the event of any inconsistency between "Incoterms 2020" and these conditions, these conditions shall prevail. It is the Buyer's responsibility to satisfy itself that the goods comply in all respects with any laws or regulations applicable to the intended use.

25. EXPORT AND IMPORT LICENCES

The Buyer shall obtain all Import licences and other necessary authorisations required for the import of the goods into the country of destination and shall pay all customs and import duties levied on the goods outside the United Kingdom. Failure to obtain any licence or authorisation shall not relieve the Buyer of the responsibility of paying for the goods. The contract is conditional on the Seller obtaining any necessary export licences for the goods and if the Seller is unable to obtain such licences it may cancel the contract.