



Terms & Conditions of Sale

1. General

In these General Conditions of Sale, the "Company" means Microtec EDM Ltd the "goods" means any item of whatsoever nature which is to be sold or supplied by the Company including services; the "Customer" means the person firm or body corporate which buys or has agreed to buy the goods.

These general conditions of sale shall apply to all our contracts and quotations unless expressly excluded or varied in writing and signed by the Director of the Company.

2. Prices

Any quotation is subject to the raw materials and or wage rates prevailing at the time of issue. As such any quotation remains open for acceptance for 30 days only from its date of issue after which the company reserves the right to review its pricing and if necessary, issue a new quotation. This also applies to any repeat orders for goods unless expressly agreed otherwise, in writing with the Company.

Acceptance of any quotation either by written purchase order or verbally is not binding on the Company until a written acknowledgement of purchase is issued to the Customer.

All prices are exclusive of Value Added Tax. Postage or Carriage and packing will be payable by the Customer in addition to the price for the goods unless otherwise of order is issued agreed and accepted in writing by the Company.

3. Payment

a. Payment shall be due and payable in full within 30 (thirty) days of the date of the invoice. The invoice shall be sent on the date of dispatch of the goods or, upon commencement of services, or, if the Company is unable by reason of instructions or lack of instructions from the Customer to dispatch the goods, the Company shall invoice the Customer upon the intended date of despatch. Upon subsequent despatch of the delayed goods, the Company shall invoice the Customer for storage in accordance with clause 4b.

b. If the Company at any time determines, in its sole and absolute discretion, that the Customer is not financially sound or responsible or may be unable to pay, in full and in a timely manner, all amounts due to the Company, the Company shall have the right to require payment in full, in cash, before delivery of any goods, without liability to the Company and without prejudice to any other rights the Company may have.

c. In the event the Customer orders quantities of goods with associated price breaks and fails to take these quantities within the agreed timescales for delivery then the Company reserves the right to amend the prices according to the actual quantity of goods delivered to the Customer.

d. The Customer is not entitled to withhold, set off or contra any sums due under invoices received from the Company without prior agreement.

e. The Customer must raise any dispute relating to the invoice within 30 (thirty) days of the date of invoice. If the Customer's dispute is held valid, the Company shall credit the Customer the disputed amount.



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f. If the Customer fails to pay any sum due to the Customer by its due date the Customer reserves the right to impose a surcharge in addition to such sum or sums due, in accordance with the Late Payment of Commercial Debts (interest) Act 1998.

Additionally, the Company may at its sole discretion and without liability postpone delivery or cancel all or part of the Contract or any other contract between the Customer and the Company without prejudice to any other right or remedy which the Company may have against the Customer in respect of such default.

g. All prices are exclusive of Value Added Tax. If delivery requires use of an external courier company or postage, then this will be payable by the Customer in addition to the price for the goods unless otherwise agreed and accepted in writing by the Company.

4. Delivery

a. Every effort will be made to keep delivery dates. Time for delivery is given as accurately as possible but is not guaranteed nor is it the essence of the contract. The customer has no right to damages or to cancel the order for failure for any cause to meet the delivery time stated. Delivery dates shall be calculated from the date of acceptance by the Company of the Customer's order, or from the date of receipt by the Company from the Customer of all information, instructions, drawings or materials as shall be necessary to enable the Company to carry out the order, whichever shall be the later.

b. If the Customer fails to take delivery of the goods or any part thereof on the due date or fails to provide instructions or documents required to enable the goods to be delivered on the due date, the Company may on giving written notice to the Customer store or arrange for the storage of the goods, and on the service of such notice:

- (1) risk in the goods shall pass to the Customer;
- (2) the delivery of the goods shall be deemed to have taken place; and
- (3) the Customer shall pay to the Company all costs and expenses including storage and insurance charges arising from its failure.

5. Inspection and Acceptance

a. The Customer shall inspect all goods upon delivery and may reject any goods that do not conform to the Contract, provided written notification of such rejection is submitted to the Company. Goods not notified as rejected within 3 (three) days of delivery will be deemed to be accepted. Where goods are collected by the Customer or the Customer's staff or agent no claim for shortage or damage will be considered.

6. Transfer of Title

a. Title in goods will transfer from the Company to the Customer only upon receipt by the Company of payment in full for the goods.

b. Until such time as the title in the goods passes to the Customer, the Company may, without prejudice to any other rights or remedies available to it, repossess any or all of the goods. For the purpose of so taking possession, the Customer gives the Company irrevocable authority without notice to enter the Customer's premises for the purpose of collecting and removing the goods.



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7. Warranty

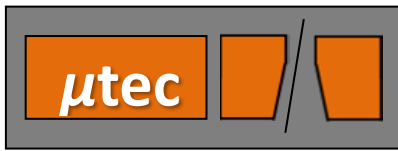
(a) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable whether in contract, tort or otherwise to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term as to quality or fitness for purpose, or any duty at Common Law or under the express terms of the contract, and will bear no liability for any defect save as stated in this clause 6. Nor shall the Company bear any liability for any indirect, special, economic, or consequential loss or damage (whether for loss of profit, loss of use, loss of production, loss of contract or otherwise) 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 supply of the goods or their use or resale by the Customer. Provided however that nothing in this Clause shall operate to exclude any warranty or condition implied by law as to the quality of the goods in the event that the goods when sold by the Customer or when sold by any person or persons to whom the Customer may sell the goods shall become the subject of a consumer sale as defined in the Sale of Goods Act 1979, or any statutory re-enactment or modification thereof except to the extent that any claim under such warranty or condition shall have arisen from any act or omission by the Customer or by any other person or persons selling the goods by way of a consumer sale.

(b) The Warranty given in this Clause is subject to the following provisos, namely:

- (i) that the defects shall not have arisen through fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration, or repair of goods by the Customer without the Company's approval;
- (ii) that the Customer shall have followed all instructions issued by the Company in relation to the goods;
- (iii) that in the case of defects which would have been reasonably apparent to the Customer on reasonable examination of the goods on delivery, the Customer shall notify the Company of the defects in writing within 3 working days of delivery;
- (iv) that in the case of any other defects, the Purchaser shall notify the Company of the defects in writing within 3 working days of the date when the defect becomes apparent;
- (v) that where in discharge of its obligations under the Warranty given in this Clause the Company agrees that the Customer may undertake any repair / remedial work on its behalf, the cost of such work shall be agreed in writing between the Customer and the Company before the commencement of any such repair or remedial work.

8. Force Majeure and Extension of Time

a. The Company shall not be liable for any failure to perform its obligations that are due to any including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in circumstances beyond its reasonable control ("Force Majeure Event") obtaining supplies of adequate or suitable materials, or any inability to obtain any necessary import or export licences or other consents of any government. If any Force Majeure Event occurs the Company shall automatically be entitled to an extension of time for such period as is necessary to perform its obligations under the Contract and the



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Customer shall have no claims whatever against the Company in respect of such delay in performance.

9. Confidential Information

- a. The Customer agrees that it has not provided the Company with any confidential information and that the Company has no confidentiality obligation to the Customer. No obligations of confidentiality will be accepted by the Company other than in pursuance of a separate non-disclosure, (written) Agreement.
- b. The Customer shall keep confidential all confidential information provided to the Customer by the Company.

10. Intellectual Property

- a. All intellectual property rights (including patent, copyrights, registered design trademark, trade name, or know-how) relating to goods or parts thereof supplied by the Company shall remain the Company's absolute property. The Customer shall not reproduce or disclose the Company's designs, drawings, specifications or information to any third party or copy or reverse engineer (or cause or enable any third party to copy or reverse engineer) any of the goods.

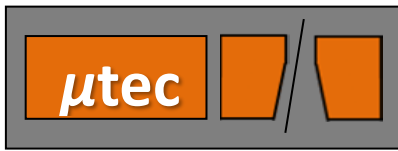
11. Indemnity

The Customer 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, trade name or know-how arising out of the Company's manufacture of goods in accordance with any specification design drawings or other data supplied by the Customer or its servants or agents.

12. Termination

- a. For cause: (i) If the Customer commits any breach of its obligations, makes any arrangement with its creditors, or commits any act of bankruptcy or becomes insolvent then, in the Company's sole discretion, it may, without any liability, terminate, cancel or suspend its performance of the Contract or any other contract between the Customer and the Company, or postpone delivery of all or any part of the goods or all or any part of any other order placed by the Customer with the Company .

(ii) The Company also may terminate the Contract, upon written notice to Customer, if the Company suffers any Force Majeure Event.
- b. The Customer may cancel or terminate the Contract only with the prior written consent of the Company and only upon such terms as the Company, in its sole and absolute discretion, may agree. In the event of termination, the Customer will be liable for the costs incurred to date by the Company in respect of work in progress and incidental costs incurred in fulfilling any part of the contract prior to its termination. In addition, if any Force Majeure Event occurs and the Company terminates the Contract, the Company shall be entitled to retain any deposit or other amount paid by the Customer as of the date on which notice of such termination is provided, it being the express intent of the Company and the Customer that the Customer shall bear the risk of loss of its deposit or other amounts paid to the Company prior to delivery as a result of any Force Majeure Event.



Microtec EDM Ltd

'specialists in wire erosion'

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13. Amendments

a. All changes, modifications and amendments to the Contract must be agreed by the parties in writing.

14. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Customer and the Company upon or in relation to or in connection with the contract, either party may give the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Chartered Institute of Arbitrators. A submission to arbitration under this Clause shall be deemed to be a submission to a sole arbitrator pursuant to the Arbitration Act 1996 or any statutory modification or re-enactment thereof. Any such arbitration shall be held in London, England.

15. Law applicable

All contracts to which these General Conditions of Sale apply shall be governed by and construed in accordance with English Law.