

## Autosonics Ltd Conditions of Sale

### 1. Definitions

In the context of these Conditions, the word 'Seller' shall mean Autosonics Ltd, the word 'Buyer' shall mean the recipient of an order, the word 'Goods' shall be construed as the articles or things and the word 'Services' means the work described in the order.

### 2. Contract

An order placed with the Seller shall only be binding on the Seller or deemed to be accepted by the Seller on the basis of acceptance in all respects of these Conditions of Sale. The Seller shall not be bound by any terms and conditions set out in the Buyer's order and these Conditions of Sale shall supersede and prevail over any other terms and conditions stipulated or referred to by the Buyer.

### 3. Delivery Delays

Any time or date for deliveries specified by the Seller is an approximate business estimate. Delivery dates are not, however, subject to any condition, guarantee, warranty or representation and there shall be no liability upon the Seller in respect of any loss or damage incurred by the Buyer arising from a delivery delay; in this event the Buyer will not be entitled to refuse to accept delivery or to repudiate or cancel the contract. Late delivery shall not affect the obligation of the Buyer to pay the price of the Goods.

### 4. Cancellation

If at anytime the Buyer cancels his order for the Goods or any part thereof the Seller shall be entitled to recover from the Buyer all costs, charges, expenses and losses of whatever nature, including without prejudice to the foregoing generally, all direct, indirect and consequential losses incurred by the Seller as a result of a cancellation.

### 5. Returns

Goods may only be returned with the prior agreement, in writing of the Seller. Any goods returned without written prior agreement of the Seller will be returned to the Buyer and a handling charge plus all carriage costs will be made.

### 6. Payment

Unless otherwise agreed in writing between the Seller and the Buyer payment of all sums due to the Seller in terms of the contract will be made within 30 days of the date of the invoice. The Seller shall have the right to charge interest (which shall accrue from day to day) on all sums which may at any time be overdue for payment in terms of the contract (from the time such sums become due until such sums have been paid to the Seller in full) at the rate of 4% per annum above Bank of Scotland base rate: such interest will be calculated daily and charged monthly and be paid by the Buyer on demand by the Seller.

### 7. Title to the Goods

- (A) The property in the Goods shall not pass to the Buyer until the whole purchase price thereof and all other sums due in terms of the contract for the sale or supply of the Goods has been received by the Seller.
- (B) Notwithstanding that the property has not passed to the Buyer, the Buyer shall be at liberty to resale the Goods, but any such resale shall be deemed to be for the account of the Seller until such time as the whole purchase price shall have been paid in full.
- (C) If, prior to the passing of property of the Goods, the buyer processes the Goods or mixes them with other goods, ownership of the processed or mixed Goods shall remain so vested until such time as the whole purchase price has been paid in full.

(D) In the event that:

- i. on the expiry of any credit period the Seller shall not have received payment in full for the Goods or any part-delivery thereof, or
- ii. a Receiver or Manager is appointed over the whole or part of the assets of the Buyer, or
- iii. a Resolution is passed or a petition is presented for the winding up of the Buyer, or
- iv. the Buyer commits an act of bankruptcy or becomes notour bankrupt

the Seller shall be entitled to require the Buyer at the Buyer's own expense to return immediately to the Seller such of the Goods as have not been paid for in full and should the Buyer fail to do so the Seller is irrevocably authorised by the Buyer without such notice to enter any premises occupied by the Buyer for the purpose of collecting and removing such of the Goods and the Buyer shall be responsible for (and shall, on demand, reimburse the Seller with) all the Seller's costs and expenses in connection with such collection and removal.

### 8. Prices

All prices listed or quoted are subject to change and prices charged are correct at the time of despatch of the goods.

### 9. Limitation of Liability

- (A) If any Goods supplied by the Seller are defective (the Seller alone has the right to determine whether goods are defective) or do not correspond to the specification ordered by the Buyer the Seller's liability shall be limited to the replacement of the goods. The Seller shall not under any circumstances be liable for any consequential loss, loss of profits or any damage suffered by the Buyer howsoever arising in aspect of any goods supplied by the Seller.
- (B) If a claim is made by the Buyer the Seller shall be entitled to examine the Goods which are subject to the claim and to remove the Goods or any part thereof for testing.
- (C) No test of Goods by the Buyer will be recognised by the Seller unless it is carried out strictly in accordance with a method agreed by the Seller as being suitable.

### 10. Force Majeure

If the Seller is unable to perform all or any of its obligations under the contract by reason of (but without prejudice to the generality of the foregoing) strikes, lock outs, fire, flood, drought, Act of God, riot, failure by sub-contractor or supplier to perform, any statute, byelaw, rule, order or requisition made or issued by any government department or other happening beyond its control, then the Seller shall not be held responsible for any loss incurred by the Buyer or for which the Buyer may be liable to third parties.

### 11. Ruling Law

The contract and these Conditions of Sale shall be governed by and construed in all respects in accordance with the law of Scotland.

### 12. Separate and Severable

Each Clause and Sub-Clause in these Conditions of Sale is separate and severable and enforceable accordingly.