

## TERMS AND CONDITIONS OF SALE

1. DEFINITIONS: In these Terms and Conditions "the Seller" means RADIO LINKS COMMUNICATIONS LIMITED, "the Buyer" means the person, form or company to whom this document is addressed, "the Equipment" means the goods to be purchased by the Buyer under the Contract in which these Terms and Conditions are incorporated (referred to herein as "the Contract") and "the Act" means the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973.
2. ENFORCEMENT: (a) Unless hereafter expressly agreed in writing between the Seller and the Buyer the Buyer's order is accepted only on the basis of these Terms and Conditions.  
(b) The Buyer shall be deemed to have accepted the same without variation. If these Terms and Conditions have been expressly varied by agreement in writing then the Terms and Conditions as varied shall become the Terms and Conditions.  
(c) If the Buyer has, by whatsoever means, endeavoured to impose terms and conditions at variance with the Seller's Terms and Conditions as below the Buyer's Terms and Conditions shall have no effect.
3. ACCEPTANCE: The Seller shall only be bound to sell goods or materials or supply any service when a written quote has been given by the Seller on its official Quotation form and the Seller has acknowledged an order on its official Acknowledgement of Order Form.
4. GOVERNMENT CONTRACTS: (a) If the work carried out by the Seller is in connection with a Government Contract and the Buyer fails to disclose this information these Terms and Conditions shall apply.  
(b) If the Buyer makes such a disclosure then the Buyer must present the terms and conditions of the Government Contract to the Seller and, if the Seller decides to accept the Order ultimately placed by the Buyer, the terms and conditions of the Government Contract shall apply only where they are at variance with any obtained herein; otherwise the Seller's Terms and Conditions shall apply.
5. VALIDITY: Unless otherwise stated, quotations are valid for 60 days from date hereof and shall then lapse unless revised or confirmed by the Seller in writing.
6. PRICES: All orders are accepted at prices then ruling. The Seller reserves the right to execute orders at prices ruling at time of despatch. Prices will be increased in the event of an increase in import duty, exchange rates or surcharges, VAT, carrier charges or manufacturer's prices. The Seller reserves the right to amend prices to correct errors or omissions.
7. GOODS SUPPLIED TO CUSTOMER'S REQUIREMENTS: If the Seller fails to supply goods to the Buyer's specific requirements the Seller shall modify, repair or replace such goods or services without further charge.
8. DESPATCH DATES: All despatch dates quoted are estimated, are not guaranteed and do not form a term of this contract. The Seller undertakes to make every endeavour to adhere to the delivery schedule but does not accept cancellation of contract or liability for any direct or indirect losses which may arise. When an order calls for a number of items, the Seller reserves the right to despatch all or any number of the items as and when available, and the Buyer shall honour all statements in respect of such deliveries in accordance with the Seller's standard terms of payment.
9. DAMAGES OR LOSS IN TRANSIT: All packages must be examined by the Buyer on receipt and notification of damage or breakage must be sent in writing to the Seller within seven days of receipt of the products. In the case of loss in transit, or delay in delivery, notification in writing must be sent to the Seller within three days of the scheduled delivery date. "Unexamined" signatures shall not necessarily relieve the Buyer of any liability and the Seller shall not be responsible for any claim if the Buyer fails to comply with these conditions.
10. PAYMENT: Terms of payment are strictly payment prior to despatch of goods unless shown otherwise on contract documents. Credit accounts are only established under special circumstances for regular orders. The Seller reserves the right to refuse to open a credit account for a particular order and to close such facilities at any time without prejudice to the Seller's rights. Where a credit account is established, interest at 2% above Barclays Bank base rate shall be payable by the Buyer on any account that is more than 30 days overdue until payment is received.
11. PASSING OF PROPERTY: The property in the goods shall not pass to the Buyer or a 3rd party who is representing the Buyer until they have been delivered and the total price paid. If payment of the total price, or other sums owing, is not made on the due date we shall have the right, with or without prior notice, to retake possession of the whole, or part, of the goods (and for that purpose to enter upon any premises occupied by the Buyer or a 3rd party who is representing the Buyer thereof) without prejudice to any of our other remedies.
12. WARRANTIES: All goods supplied carry a full guarantee for all parts and labour for 12 months from the date of delivery unless stated otherwise. Repairs/replacements must be carried out at the Seller's premises, unless otherwise agreed by the Seller, and all transport costs necessary to facilitate the return of the goods to the Seller's Workshops for repair/replacement must be paid for by the Buyer. Goods may not be returned without the Seller's agreement and prior arrangement. Goods will be examined in our Workshops and a full report made. Any goods that have been tampered with by the Buyer, or the Buyer's agent, will render all guarantees null and void.
13. PACKING, INSURANCE AND CARRIAGE: Prices quoted usually include packing, but not insurance and carriage. Where applicable these prices will be quoted separately. There may be instances where a special charge has to be levied for packaging if it is necessary to utilise non-standard materials.
14. CANCELLATION: In the event of cancellation of an order the Seller reserves the right without prejudice to charge up to 100% for stock held pending shipment and up to 5% for the remaining balance. The Seller may also impose a back billing charge for part cancellation if the reduction in quantity radically effects the pricing structure.
15. LIEN: In the event of the Buyer's insolvency the Seller shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in our possession (although some of these may have been paid for), for any monies due either in respect of such goods or of any general or particular balance, or any other money due from the Buyer to the Seller, whether under the same order or not.
16. TERMINATION OF LIABILITY: The Seller shall be relieved of all liability for obligations incurred to the Buyer whenever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any status, rules, regulations, order or requisitions issued by any Government department, council or other constituted authority or by reason of any strikes, combination or workman lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.
17. LAW: These conditions and the contract and all matters pertaining hereto shall be governed by English Law and the English Courts shall have jurisdiction in relation thereto.