

## RAYLEIGH INSTRUMENTS LIMITED - CONDITIONS OF SALE

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| <b>Parties</b>                             | 1. In these conditions the expression 'Raytel' shall mean The Raytel Group Ltd and any of its subsidiary companies and its successors in title and the expression 'buyer' shall mean the buyer of the goods ordered from Raytel.   | concerned without being checked, the delivery book of the carrier concerned must be signed 'not examined'.   |
| <b>Application of Conditions</b>           | 2. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by Raytel.  | <b>Notice of Termination or Partial delivery</b> 11. In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if Raytel's works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, Raytel shall be entitled at any time, on notice to the buyer, to make partial deliveries only or to terminate the contract, without prejudice in any case to rights accrued in respect of deliveries already made.  |
| <b>Estimated delivery date</b>             | 3. Any time or date for delivery named by Raytel is an estimate only, and Raytel shall not be liable for the consequences of any delay nor in the event of delay in delivery for any reason whatsoever, shall the buyer be entitled to cancel the order.   | <b>Termination of contract</b> 12. If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to Raytel, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, Raytel shall have the right forthwith to terminate any contract then subsisting and upon written notice of such termination being posted to the buyer's last known address any subsisting contracts shall be deemed to have been terminated without prejudice to any claim or right Raytel may otherwise make or exercise.  |
| <b>Payment</b>                             | 4. The buyer shall pay for the goods delivered within 30 days after the date of Raytel's invoice for the same unless otherwise agreed in writing between Raytel and the buyer and Raytel shall be entitled to charge interest at its discretion at the rate 2% per annum above bank rate from time to time on any sum outstanding on any such invoice after the expiration of the said 30 days.  | <b>Indemnity</b> 13. The buyer shall indemnify Raytel against all damages, penalties, costs and expenses to which Raytel may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.   |
| <b>Ownership</b>                           | 5. Raytel and the buyer expressly agree that until Raytel has been paid in full for the goods comprised in this or any other sale contract between them:-<br>(a) the goods comprised in this contract remain the property of Raytel (although the risk therein passes to the buyer at the point when delivery begins).<br>(b) Raytel may recover those goods at any time from the buyer, if in his possession, if the amount outstanding from the buyer to Raytel in respect of goods supplied shall remain unpaid after the due date for payment has passed; and for that purpose Raytel, its servants and agents may enter upon any land or building upon which the goods are situated.<br>(c) the buyer has the right to dispose of the goods in the course of his business for the account of Raytel (but any warranties, conditions or representations given or made by the buyer or any third party shall not be binding on Raytel who shall be indemnified by the buyer with respect thereto) and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of Raytel's rights.<br>(d) in the event of such disposal the buyer has the fiduciary duty to Raytel to account to Raytel for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contract between them, and Raytel has the additional right to recover the buyer's price directly from the buyer's customer to the extent unpaid; if Raytel avails itself of such right Raytel will account to the buyer for any such excess as aforesaid less any expenses incurred by Raytel in respect of such recovery.<br>(e) if the buyer incorporates such goods into other products (with the addition of his goods or those of others) or uses such goods as material for other products (with or without such addition) the property in those other products is upon such incorporation or use ipso facto transferred to Raytel and the buyer as bailee of them for Raytel will store the same for Raytel in a proper manner without charge to Raytel; in the event of such incorporation or use as is envisaged by this sub-Clause, the provisions of sub-Clause 5(b) to (d) above shall apply, mutatis mutandis, to those other products in place of the goods | <b>Arbitration</b> 14. Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties, or in default of agreement, by the President of the Law Society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof for the time being in force.  |
| <b>Specifications</b>                      | 6. Where specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable Raytel to complete delivery within the estimated period.   | <b>Licences and availability of Goods</b> 15. Contracts and orders are accepted subject to Raytel receiving any necessary licence to purchase or to use the required raw materials or instruments or other goods (hereinafter collectively and individually called 'goods') and to Raytel being able to obtain such goods.   |
| <b>Goods sold f.o.b.</b>                   | 7. Where goods are sold f.o.b. the responsibility of Raytel shall cease immediately the goods are placed on board ship or aircraft, or if sold free border, then have reached such border, Raytel shall be under no obligation to give the buyer the notice specified in section 32(3) of the Sale of Goods Act 1893.  | <b>Price Variation</b> 16. Any price quoted by Raytel or comprised in the order or contract is provisional only and is subject to the following conditions:<br>(1) The following conditions shall apply to all orders and contracts:<br>(a) In the case of orders or contracts or any part thereof accepted for delivery within six months of the date of acceptance of the order or contract, the price shall not be varied for any reason except where Raytel is unable to obtain any goods comprised in the order or contract at a firm figure on the date on which the price comprised in the order or contract is named in which event the price will be varied according to the figure at which Raytel is able to purchase such goods.<br>(b) In the case of orders or contracts or any part thereof accepted for delivery beyond six months of the date of acceptance of the order or contract, the price is subject to such variation as may be applicable at the date of despatch of the goods and of each consignment thereof in consequence of increases in any of Raytel's costs including the cost of the goods.<br>(c) The price will be varied in consequence of the imposition of any tax, levy or other fiscal obligation of a like nature (other than a tax on Raytel's profits or a payment in the nature of a refundable deposit).<br>(2) Where Raytel obtains goods from a supplier outside the United Kingdom, the price of all orders or contracts or any part thereof will be varied in consequence of any fluctuations in the rates of exchange of sterling or the currency of any country where Raytel shall purchase such goods.<br>(3) An additional charge will be made on all despatches to cover the cost of packing, packing materials, insurance and shipment of the goods to their specified destination. This additional charge will be at the rate ruling on the date of despatch. |
| <b>Conditions and Warranties</b>           | 8. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Raytel.  | <b>Acceptance of Quotation</b> 17. No binding contract shall be deemed to have been effected by the acceptance by the buyer of any quotation made by Raytel until the order constituted by such acceptance has been confirmed by Raytel in writing.  |
| <b>Defective Goods</b>                     | 9. Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to Raytel and accepted by Raytel as defective, will at the request of the buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.  | <b>Law applicable</b> 18. These conditions and the contract shall be subject to and construed in accordance with English law.  |
| <b>Claims for damage, shortage or loss</b> | 10. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to Raytel within three days of the receipt of goods, followed by a complete claim in writing within ten days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and to Raytel and a complete claim in writing made within seven days of the date of consignment. Where goods are accepted from the carrier  | <b>Return of Goods</b> 19. No goods will be accepted for return unless prior authority is obtained from Raytel in writing. All goods accepted by Raytel for return shall be subject to a handling charge which shall be levied at the discretion of Raytel at a percentage rate of the invoice value of the goods concerned. Where goods are specially manufactured or specially purchased by Raytel to the buyer's specification Raytel reserve the right to deny the buyer authority to return such goods.   |