

(THE PURCHASER'S ATTENTION IS DRAWN TO THE PROVISIONS OF CONDITION 10.3 BELOW).

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

“Conditions”	the standard terms and conditions of sale as set out in this document and as amended from time to time in accordance with Condition 2.4;
“Contract”	the Order and the Supplier's acceptance of the Order;
“Goods”	any goods agreed in the Contract to be supplied to the Purchaser by the Supplier (including any part or parts of them);
“Indebtedness”	any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);
“Intellectual Property Rights”	any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Losses”	losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);
“Order”	the Purchaser's order for the Goods;
“Price”	has the meaning given to it in Condition 8.1;
“Purchaser”	the person(s), firm or company from whom the Order is received by the Supplier;

“Quality Criteria”	any specification for the Goods that is supplied by the Purchaser to the Supplier or agreed in writing by the Supplier from time to time;
“Supplier”	Premier Components U.K. Limited registered in England and Wales (company number 03577119) whose registered office is at Building 22 Meon Vale Business Park, Stratford upon Avon, Warwickshire, CV37 8QR; and
“Working Day”	a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2 In these Conditions (except where the context otherwise requires):

- 1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;
- 1.2.2 reference to **“a person”** includes a natural person, company or unincorporated body (whether or not having separate legal personality);
- 1.2.3 a reference to **“company”** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
- 1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.6 any words following the terms **“including”**, **“include”**, **“in particular”** or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and
- 1.2.7 a reference to **“writing”** or **“written”** includes faxes and email.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions are the only conditions upon which the Supplier is prepared to deal with the Purchaser and they shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is

referred to in the Contract) or any other terms that the Purchaser seeks to impose or incorporate will form part of the Contract.

- 2.3 All conditions (other than these Conditions), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are (save for the conditions implied by section 12 of the Sale of Goods Act 1979) excluded from the Contract to the fullest extent permitted by law.
- 2.4 These Conditions apply to all the Supplier's sales of Goods and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.
- 2.5 Each Order shall be deemed to be an offer by the Purchaser to purchase Goods subject to these Conditions.
- 2.6 No Order shall be deemed to be accepted by the Supplier until the Supplier gives written notice of acceptance of the Order or (if earlier) the Supplier delivers the Goods to the Purchaser.
- 2.7 The Purchaser must ensure that the terms of its Order and any applicable Quality Criteria are complete and accurate.
- 2.8 Any quotation by the Supplier shall not constitute an offer and is given on the basis that no contract will come into existence until the Purchaser places an Order and the Supplier accepts that Order in accordance with Condition 2.6. Any quotation is valid for a period of thirty (30) days only from its date, during which period the Purchaser may place an Order based on that quotation, provided that the Supplier has not previously withdrawn it.
- 2.9 The Supplier shall not be obliged to accept any Order.
- 2.10 The Contract constitutes the entire agreement and understanding between the parties.
- 2.11 The Purchaser acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Supplier (whether innocently or negligently) which is not expressly set out in the Contract. The Purchaser shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

3 DESCRIPTION

- 3.1 The description of the Goods shall be as set out in the Supplier's stocklist from time to time or as may be set out in the Quality Criteria;
- 3.2 The Supplier may amend the Quality Criteria if required by any applicable statute or regulation, following which the applicable Quality Criteria shall be that as so amended.
- 3.3 All samples, drawings, descriptive matter, specifications and advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced solely to describe the Goods approximately and do not form part of the Contract.

4 QUALITY

- 4.1 The Supplier and the Purchaser acknowledge and agree that:

- 4.1.1 all Goods are supplied “as seen”, “as is” and without warranty of any kind;
 - 4.1.2 the Contract shall not contain any condition, warranty or other term (whether express or implied and whether implied by statute, common law, custom or otherwise) as to the age, description, suitability, fitness for any particular purpose, satisfactory quality or conformity with the Quality Criteria (if applicable); and
 - 4.1.3 the Purchaser’s Order is based upon its own enquiries and investigations into the Goods and their age, description, suitability, fitness for any particular purpose, satisfactory quality or conformity with the Quality Criteria (if applicable).
- 4.2 Any such conditions, warranties and other terms pursuant to Condition 4.1 are hereby excluded from the Contract.

5 DELIVERY

- 5.1 Unless otherwise specified in an Order, the Goods shall be delivered Ex Works (as defined in the Incoterms 2010).
- 5.2 Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate only and time for delivery is not of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 5.3 The Supplier shall not be liable for any delay in delivery of the Goods caused by the Purchaser failing to comply with Condition 5.1 or any other Condition.
- 5.4 The Supplier may require the Purchaser to return (at the Purchaser’s expense) any packaging materials and, if so, the Supplier shall state such requirement on a delivery note accompanying the delivery of the Goods and the Purchaser shall make such packaging materials available for collection at such times as the Supplier shall reasonably request.
- 5.5 If the Supplier delivers to the Purchaser a quantity of Goods less than the quantity ordered (including where the Supplier only has a certain number of Good which meet the Quality Criteria), the Purchaser shall not be entitled to object to or reject the Goods or any of them by reason of the shortfall and shall pay for all the Goods delivered and the Price shall be adjusted pro-rata.
- 5.6 The Company may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Purchaser to reject the other instalments.

6 NON-DELIVERY

- 6.1 The quantity of any consignment of Goods as recorded by the Supplier upon despatch from the Supplier shall be conclusive evidence of the quantity received by the Purchaser on delivery unless
- 6.2 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

7 RISK AND OWNERSHIP

- 7.1 The Goods shall be at the risk of the Purchaser from completion of delivery.
- 7.2 Ownership of the Goods shall not pass to the Purchaser until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.
- 7.3 From completion of delivery until ownership of the Goods has passed to the Purchaser, the Purchaser must:
- 7.3.1 hold the Goods as the Supplier's bailee on a fiduciary basis;
 - 7.3.2 store the Goods (at no cost to the Supplier) separately from all other goods of or in the possession of the Purchaser in such a way that they remain readily identifiable as the property of the Supplier;
 - 7.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.4 maintain the Goods in satisfactory condition;
 - 7.3.5 keep the Goods insured on the Supplier's behalf for the full Price against all risks to the reasonable satisfaction of the Supplier and on request produce to the Supplier the policy of insurance;
 - 7.3.6 hold the proceeds of the insurance referred to in Condition 7.3.5 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
 - 7.3.7 inform the Supplier immediately if there occurs, or if the Supplier knows there is about to occur, any of the events referred to in Condition 12.2; and
 - 7.3.8 give the Supplier such information relating to the Goods as the Supplier may from time to time require.
- 7.4 If, before ownership of the Goods has passed to the Purchaser in accordance with Condition 7.2:
- 7.4.1 there occurs any of the events referred to in Condition 12.2; or
 - 7.4.2 the Supplier reasonably believes that any of the events referred to in Condition 12.2 is about to occur; or
 - 7.4.3 the Purchaser fails to observe or perform any of its obligations under the Contract or any other contract between the Purchaser and the Supplier; or
 - 7.4.4 the Purchaser encumbers or in any way charges any of the Goods,
- the Supplier may, without limiting any other rights or remedies it may have, give notice to the Purchaser requiring it promptly to deliver up the Goods, failing which the Supplier may enter any premises of the Purchaser or of any third party where the Goods are held for the purpose of recovering the Goods.

- 7.5 The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 7.6 The Purchaser grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.

8 PRICE

- 8.1 Unless otherwise agreed in writing by the Supplier, and subject to Condition 8.2, the price for the Goods ("**Price**") shall be the price set out in the Supplier's acceptance of the Purchaser's Order or, if no price is so set out, the price agreed in writing between the Supplier and the Purchaser.
- 8.2 The Price is stated exclusive of value added tax ("**VAT**"), which shall be added at the prevailing rate as applicable and paid by the Purchaser following delivery of a valid VAT invoice.

9 PAYMENT

- 9.1 The Supplier may invoice the Purchaser for the Goods on or at any time following completion (or deemed completion) of delivery.
- 9.2 Unless otherwise agreed in writing by the Supplier, the Purchaser shall pay the invoice in full within thirty (30) days of the date of invoice.
- 9.3 Time for payment shall be of the essence.
- 9.4 No payment shall be deemed to have been received until the Supplier has received cash or cleared funds.
- 9.5 All amounts payable to the Supplier under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 9.6 The Purchaser shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 9.7 Without prejudice to any other right or remedy, the Supplier reserves the right to set off any amount owing at any time from the Purchaser to the Supplier against any amount payable by the Supplier to the Purchaser.
- 9.8 The Supplier shall be entitled to claim interest on the late payment of any amount properly due to the Supplier under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at a rate equal to the rate of statutory interest prescribed for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.
- 9.9 To the extent that it does not exercise its right to claim interest under Condition 9.8, the Supplier reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

10 LIMITATION OF LIABILITY

- 10.1 Subject to Condition 4, the following provisions of this Condition 10 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 10.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
- 10.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 10.2.2 for fraud or fraudulent misrepresentation;
 - 10.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979;
 - 10.2.4 arising in respect of a defective product by virtue of the Consumer Protection Act 1987; or
 - 10.2.5 for any act, omission or matter, liability for which may not be legally excluded or limited.

(The Purchaser's attention is drawn to the provisions of Condition 10.3 below)

- 10.3 Subject to Condition 10.2:
- 10.3.1 the Supplier's total liability to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed one hundred percent (100%) of the Price; and
 - 10.3.2 the Supplier shall not have any liability to the Purchaser, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

11 INTELLECTUAL PROPERTY RIGHTS

If the Goods are to be supplied to a Quality Criteria provided by the Purchaser, the Purchaser shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier for alleged or actual infringement of a third party's Intellectual Property Rights in connection with the Supplier's use of such Quality Criteria and this Condition 11 shall survive termination of the Contract.

12 PURCHASER CAPACITY AND SOLVENCY

- 12.1 If there occurs any of the events referred to in Condition 12.2, or the Supplier reasonably believes that any of the events referred to in Condition 12.2 is about to occur, the Supplier may give notice to the Purchaser, following which, without limiting any other rights or remedies it may have:

- 12.1.1 it may, without incurring any liability to the Purchaser, cancel or suspend any further deliveries under the Contract or under any other contract with the Purchaser;
 - 12.1.2 all outstanding amounts in respect of Goods the delivery of which is complete (or deemed to be complete) shall become immediately due; and
 - 12.1.3 it may, without incurring any liability to the Purchaser, by notice to the Purchaser, terminate the Contract.
- 12.2 For the purposes of Conditions 7.3.7, 7.4.1, 7.4.2 and 12.1, the relevant events are:
- 12.2.1 the Purchaser is in the reasonable belief of the Supplier, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts (or (being a partnership) has any partner to whom any of the foregoing apply;
 - 12.2.2 any of the Purchaser's Indebtedness is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
 - 12.2.3 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Purchaser's assets and is not discharged or stayed within twenty one (21) days;
 - 12.2.4 the Purchaser begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
 - 12.2.5 a moratorium is declared, or in any event comes into existence, over any of the Purchaser's Indebtedness;
 - 12.2.6 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken whether by the Purchaser or any third party for, or which may lead to:
 - a) the suspension of payments, winding up, dissolution, administration, receiverships (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Purchaser;
 - b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Purchaser or any of its assets; or
 - c) (where the Purchaser is an individual) bankruptcy, an individual voluntary arrangement or debt relief order;

- 12.2.7 any event similar to any of those set out in Conditions 12.2.1 to 12.2.6 occurs in relation to the Purchaser (including in any jurisdiction to which it is subject);
 - 12.2.8 the Purchaser suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
 - 12.2.9 the Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - 12.2.10 the financial position of the Purchaser deteriorates to such an extent that in the reasonable opinion of the Supplier the capability of the Purchaser adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 On termination of the Contract or any part of it for any reason, the Purchaser shall immediately return to the Supplier all Supplier Materials. If the Supplier fails to do so the Supplier may (without limiting any other rights and remedies it may have) enter the Purchaser's premises and take possession of them. Until they have been returned or repossessed, the Purchaser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
 - 12.4 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Purchaser existing at termination.
 - 12.5 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

13 ASSIGNMENT

- 13.1 The Supplier may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 13.2 The Purchaser shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Supplier.

14 FORCE MAJEURE

- 14.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

- 14.2 If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 14.1 for a continuous period of one (1) month, the Supplier may terminate the Contract, without liability to the Purchaser, by giving notice to the Purchaser.

15 COMMUNICATIONS

- 15.1 Unless otherwise agreed in writing by the Supplier, any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by fax:

15.1.1 (in the case of communications to the Supplier) to its registered office or main fax number or such changed address or fax number as shall be notified to the Purchaser by the Supplier; or

15.1.2 (in the case of communications to the Purchaser) to its registered office (if it is a company) or (in any other case) to any address of the Purchaser set out in any document which forms part of the Contract or to its main fax number or such other address or fax number as shall be notified to the Supplier by the Purchaser.

- 15.2 Communications shall be deemed to have been received:

15.2.1 if delivered personally, at the time of delivery to the address;

15.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;

15.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and

15.2.4 if sent by fax or email, at 9.00am on the next Working Day after transmission provided a transmission report is generated by the sending party's fax machine recording a message from the recipient party's fax machine confirming all pages were successfully transmitted.

- 15.3 Communications addressed to the Supplier shall be marked for the attention of the Head of Legal.

- 15.4 This Condition 15 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

16 GENERAL

- 16.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Purchaser shall not have, nor represent that it has, any authority to make or enter into any commitments on the Supplier's behalf or otherwise bind the Supplier in any way.

- 16.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Supplier's rights or remedies under any other provision of these Conditions (or the exercise thereof).

- 16.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**void provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which

shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

- 16.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 16.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Supplier by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 16.6 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Purchaser will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.