



## Terms and Conditions of Sale

### 1 Definition

"The Company" means Primary Network Products (UK) Ltd. "The Buyer" means the person, firm, or company ordering or buying goods from the Company. "Goods" means the whole or part of any goods and services that the Company agreed to supply to the Buyer. "The Contract" means the supply of the goods in accordance with these Conditions.

### 2 General

(a) All quotations and orders for goods are subject to these Conditions which shall apply in place of and prevail over any terms and conditions contained in the Buyer's order or in correspondence or elsewhere or implied by trade, custom or course of dealing unless agreed by both parties in writing and signed by a Director of the Company. (b) The Company shall not be bound by any variation, waiver or addition to these Conditions except as agreed by both parties in writing and signed by a Director of the Company. (c) Any concession or waiver by the Company at any time of any part of these Conditions shall not prejudice the Company's right to enforce or rely on such Conditions subsequently.

### 3 Prices

(a) Quotations are valid for thirty days. (b) Prices quoted exclude carriage, insurance and packing and Value Added Tax. (c) All prices are in UK pounds sterling (£) unless otherwise stated.

### 4 Payment

(a) All invoices are due for payment 30 days net from the date of the invoice at the Company's office. (b) The Company reserves the right to charge interest at 2% per 30 days or part of 30 days on overdue accounts. (c) The Company reserves the right to withdraw credit terms and substitute cash with order or cash on delivery terms. (d) The Company reserves the right to suspend deliveries or cancel or suspend outstanding orders when the Buyer's account is overdue, and furthermore when, in the Company's absolute discretion, the Company has doubts arising about the continued credit worthiness of the Buyer. (e) Should payments not be made in accordance with 4(a) and the Company deem it necessary to pass an account to a debt collection agency or its solicitors for collection, the total sum owed by the Buyer will become due for payment and the Buyer will be liable for all costs incurred in addition to the outstanding account.

### 5 Delivery

(a) All delivery dates are quoted in good faith but time shall not be deemed to be of the essence. The Company shall not be liable for any loss or damage (whether direct or consequential) whatsoever arising from any delay in delivery of the goods. If the delay in delivery exceeds the delivery quoted in the order acknowledgement by more than 6 weeks, the Buyer shall be entitled to cancel or rescind the Contract. (b) The delivery of the goods to a carrier for transmission to the Buyer or the prior delivery of the goods to the stipulated place shall constitute delivery to the Buyer and the risk therein shall upon such delivery pass to the Buyer. Section 32 (2) and (3) of the Sale of Goods Act 1979 as amended shall not apply. (c) If the goods are not received by the Buyer within six days from the date of the relevant invoice, the carrier and the Company must at once be informed. (d) The Company shall be entitled to make partial deliveries or deliveries by instalments and the Conditions herein shall apply to each partial delivery, if agreed in advance with the Buyer.

**Primary Networks, 27 Old Gloucester Street, LONDON, WC1N 3AX, UK**

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## 6 Transfer of Legal Title

(a) The legal title in the goods shall remain in the Company until the Company has received payment in full for the goods and any other sums owing and/or due to the Company under any contract between us and until such payment is made the Buyer will hold such goods as bailee on the Company's behalf. (b) If the Buyer (who shall in such case act on its own account and not as an agent for the Company) shall, in the normal course of business, sell or pass on the goods prior to making payment in full for them, the beneficial entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds. (c) So long as the legal title in the goods remains in the Company, the Company shall have the right, without prejudice to the obligation of the Buyer to buy the goods, to repossess the goods (and for that purpose go upon any premises occupied by the Buyer). (d) Nothing in this condition shall confer any right on the Buyer to return the goods sold hereunder. The Company may maintain an action for the price notwithstanding that legal title in the goods may not have passed to the Buyer.

## 7 Warranty

(a) The Company warrants that the goods will be free from defect in design, material or workmanship. This warranty shall be limited solely to replacing or repairing, without charge at the Company's premises, the defective goods and shall apply for a period of 12 months from the date of delivery provided that: (i) the Company is notified in writing within 7 days of the discovery of any such defect by the Buyer and in any event not later than 12 months from the date of delivery. (ii) examination by the Company of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, handling or by repair or alteration not effected by the Company. (iii) the Buyer shall pay to the Company the cost (as certified by the Company) of any such examination and testing of such goods as a result of which the Company does not admit liability. (b) The warranties above shall apply only to the Buyer. (c) The warranties above are given in lieu of and to the exclusion of, to the extent permitted by law, all representations, guarantees, conditions, warranties or liabilities whatsoever (expressed or implied, statutory or otherwise, and whether arising in tort or contract or negligence or otherwise) as to the quality of the goods or their fitness for any purpose. (d) The Company hereby also expressly excludes any liability for consequential damage of whatever nature caused by or arising out of the use of the goods or occurring in respect of the goods howsoever arising.

## 8 Cancellation and Amendment of Orders

Except for clause 5(a) above, the Buyer shall not be entitled to cancel or amend the Contract without the agreement of the company, which shall not be unreasonably withheld. The Buyer shall indemnify the Company against all reasonable losses, cost and all other expenses and damages (whether direct or consequential) occasioned by such cancellation or amendment. All special order or specially manufactured products are deemed non-cancellable and are subject to a minimum 25% restocking fee.

## 9 Force Majeure

The Company reserves the right to cancel, vary or suspend the operation of the contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, breakdown, strikes, lock-outs, non availability of services, materials or components or any other event whatsoever outside the control of the Company; and the Company shall not be held liable for any breach of contract resulting from such event.

## 10 Design Rights

The Company retains full ownership of all inventions, designs, copyrights and processes relevant to the goods. Any drawings, manuals, specifications and software issued by the Company are copyright and confidential and may not be reproduced or divulged to a third party without prior written consent from a Director of the Company.

## 11 Software

Software is provided subject to the license agreement that is part of the software package or provided as a separate document. The Buyer agrees to be bound by the Software terms and conditions.

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## **12 Documentation**

(a) All reasonable efforts are made to ensure the accuracy of any technical data, drawings, instructions or other literature made available in relation to the goods. However, the Company accepts no liability for any damage, injury, loss or expense resulting from any error or omission in such literature and drawings.

(b) The Company reserves the right to make design changes and alter technical specifications without notice.

## **13 Proper Law and Jurisdiction**

This contract shall be subject to English law and the parties shall submit to the exclusive jurisdiction of the English courts.

## **14 Notices**

All notices shall be given or sent by pre-paid first class post or facsimile to the party concerned at the principal place of business. Notice sent by first class post shall be deemed to have been given 48 hours after despatch and notice given by facsimile machine shall be deemed to have been given on the date of transmission.

## **15 Headings**

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

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