

**INTEGRIX  
STANDARD TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS**

- "(The) Company" Integrix Limited.  
"(The) Customer" The person or firm or company purchasing equipment from the Company.  
"(The) Equipment" The equipment means the products the subject of a contract of sale to which these Terms and Conditions of Sale apply.  
"(The) Conditions" The Terms and Conditions of the company herein contained relating to the supply of the Equipment.  
"(The) Order" The order placed by the Customer for the supply of the Equipment.  
"(The) Schedule" Means any Schedule attaching to a contract and which is entitled First Schedule. Second Schedule... and so on. Addendum or Appendix.

**2. ORDERS**

- 2.01 All orders are deemed to have been made by the customer and accepted by the Company upon and subject to these Terms and Conditions of Sale which are complete and exhaustive and override all and any other Terms and Conditions and provisions referring or purporting to refer to the Equipment and which shall not be capable of being varied, supplemented, qualified or interpreted by reference to any prior course of dealings between the parties. All other terms and conditions, warranties, guarantees and reservations (express or implied, statutory or otherwise) are hereby expressly excluded so far as permitted by applicable law.
- 2.02 The Equipment which forms the subject matter of each contract shall be that specified in the Order and the confirmation of the Order but in the event of any inconsistency between such documents the invoice of the Company relating to the Order in question shall be conclusive as to what Equipment and in what quantities such Equipment was ordered.
- 2.03 The Company reserves the right to make delivery by instalments. Where delivery is by instalment, each instalment shall be deemed to be sold as part of an entire contract and not under a separate contract for each instalment.

**3. PRICES**

- 3.01 The Company shall establish the prices to be charged to the Customer for the Equipment from time to time as it thinks fit. Where delivery of the Equipment is made by instalments the price applicable for each instalment shall be that ruling at the date of despatch of each instalment unless otherwise agreed in writing between the Company and the Customer.
- 3.02 Unless otherwise stated on the Company's invoice the price of the equipment shall exclude the Company's costs of standard packing, normal insurance and delivery of the Equipment to the address in the United Kingdom specified in writing by the Customer to the Company on or with the order. Unless otherwise indicated prices are exclusive of Value Added Tax. The costs of packing and of all transport shall be for the account of the Customer.

**4. PAYMENT**

- 4.01 The Customer shall make payment in full without any deduction or withholding whatsoever on any account within 30 (thirty) days of the invoice date.
- 4.02 If payment is not received in full when due, the Customer shall pay interest on the unpaid amount at a rate per annum which is 3% (per cent) above the HSBC PLC. M.L.R. Any account outstanding beyond our credit terms of reference will be passed out of hand to a collection agency and will be subject to a surcharge of £25 to cover the cost incurred. Such accounts will also be subject to any other costs incurred in obtaining settlement.
- 4.03 If the Company at its sole discretion agrees to the return of the Equipment before any payment has been made by the Customer, the Customer shall be liable to pay the Company a handling charge of 10% (per cent) of the full purchase price of the Equipment. If the company has agreed the return of the Equipment when only part payment has been made by the Customer, the Company shall return the part payment after deducting a handling charge of 10% (per cent) of the unpaid balance of the purchaser price of the Equipment.
- 4.04 If payment is to be made by instalments the failure of the Customer to pay an instalment in due time shall entitle the company to treat such failure as a repudiation of the whole contract by the Customer and to recover damages, for breach of contract.
- 4.05 The Company reserves the right to defer without penalty delivery of any Equipment which has been ordered by the Customer so long as any amounts remain overdue for payment or any credit limit is exceeded.
- 4.06 No claim by the Customer in respect of the Equipment comprised in one delivery of Equipment shall entitle the Customer to withhold payment of the whole or any part of the price payable in respect of any other delivery of Equipment.

**5. PROPERTY AND RISK**

- 5.01 Upon delivery the Equipment shall be at the Customer's risk.
- 5.02 Notwithstanding 5.01 above both the legal and equitable title in and to the Equipment shall remain with the Company until the Company has received payment of the full purchase price of the Equipment and all other sums due from the Customer to the Company whether under this contract or otherwise together with any VAT and interest payable. Where payment is to be made and all other sums due from the Customer to the Company whether under this contract or otherwise by instalments the property in respect of all the Equipment supplied under the contract shall not pass to the Customer until such time as all instalment payments together with any amounts due in respect of VAT and interest have been made. Until payment in full has been made the customer shall hold the Equipment in a fiduciary capacity for the Company, separate from any other assets and clearly marked as the Company's property and the Company shall be entitled to require the Customer to deliver the Equipment or any of it on demand. If the Customer fails so to deliver the Equipment, the Company shall be entitled to enter the Customer's premises for the purpose of collecting and to collect the Equipment or any of it and shall have the right to dismantle any machinery, product item or equipment into which the Equipment or any of it has been incorporated and the Customer shall be responsible for all the Company's costs and expenses in connection with so doing.
- 5.03 The Customer may sell the Equipment by way of bona fide sale in the ordinary course of business on its standard terms and conditions but may not otherwise deal with, sell, part with possession of, change the character of, convert or otherwise dispose of or handle any of the Equipment sold hereunder until title therein has passed to the Customer in accordance with 5.02 above.
- 5.04 The Customer's licence to deal with the Equipment under 5.03 above shall forthwith terminate in the event that the Customer fails to observe any of the terms of the contract or compounds with its creditors or becomes bankrupt or has a Receiver appointed of all or any part of its assets or business or suffers the presentation of a Winding Up Petition, or passes a resolution for its winding up (otherwise than for the purpose of amalgamation or reconstruction) or suffers any distress or execution to be levied or threatened on any of its assets or fails to satisfy any judgement against it within 14 (fourteen) days or in the opinion of the Company is unable to pay its debts.
- 5.05 Where any of the Equipment is sold to a third party before title to it has been passed to the Customer, that sale will constitute a sale by the Customer of the Company's property and accordingly the Customer will hold the proceeds of that sale on trust for the Company.

**6. DELIVERY AND INSTALLATION**

- 6.01 All delivery and installation dates are estimates only and the Company shall not be liable for any loss, cost, damages or expenses suffered by the Customer or any other person or Company howsoever arising whether directly or indirectly out of any failure to meet any estimated delivery or installation date.
- 6.02 The Company reserves the right to suspend delivery in respect of any Order.
- 6.03 Delivery against Order(s) placed for the Equipment shall be clearly evidenced by the return to the Company of its or its authorised carrier(s) official Packing/Delivery Note and which must be signed and dated by an employee of the Customer whose signature shall be legibly identified in capital letters on the Packing/Delivery Note. Receipt by the Company of the signed Packing/Delivery Note howsoever signed as acknowledgement of receipt of the Equipment shall be absolute and irrevocable proof of delivery of the specified (numbered) items entered on the Packing/Delivery Note and no claims for shortages will be accepted or considered.

**7. SHORTAGES AND DAMAGE**

- 7.01 The Customer shall inspect the Equipment immediately upon delivery and shall within 14 (fourteen) days of such delivery give notice in writing to the Company if it is alleged that the Equipment is not in accordance with the contract. Any claim outside the 14 (fourteen) days will not be accepted.
- 7.02 The Customer shall in respect of alleged visible damage to the Equipment at time of delivery make a note of the alleged damage on the Packing/Delivery Note referred to in 7.01 above and shall additionally within 14 (fourteen) days give notice in writing to the Company of such alleged damage.
- 7.03 If the Customer shall fail to give notice as required in 7.01 and 7.02 above (as applicable) then the Equipment shall be deemed in all respects to be in accordance with the contract and the Customer shall be deemed to have irrevocably and unconditionally accepted the Equipment as being completely satisfactory.
- 7.04 Any of the Equipment in respect of which the Customer makes a claim hereunder shall be preserved by the Customer intact as delivered and at its risk for a period of 21 (twenty one) days from notification of the claim within which time the Company or its authorised agent shall have the right to investigate the complaint and inspect the Equipment. All original packings should be retained until inspected by the Company or its authorised agent.
- 7.05 The Company will repair or replace free of charge any of the Equipment damaged or lost in transit provided the Customer shall give the Company written notification of such damage or loss within 14 (fourteen) days as provided under 7.01 and 7.02 above. Any claim outside the 14 (fourteen) days will not be accepted.

**8. CONSEQUENTIAL LOSS**

- The Company hereby expressly excludes to the extent permitted by Law any liability (arising in contract or in tort howsoever otherwise arising) for:-
- i) Consequential loss or damage (including but not restricted to loss of profits, loss of contracts and loss of goodwill) caused by or arising out of the use of the Equipment or occurring in respect of the Equipment; and
  - ii) Loss or damage due to fair wear and tear and negligence or improper use, operation, storage or handling of (without prejudice to the generality of the foregoing) the use or operation of the Equipment other than strictly in accordance with the Company's written instructions as supplied with the Equipment; and
  - iii) Loss, injury or damage (including consequential loss) arising from fire, accident, industrial dispute, civil disturbance or any other act or accident default interfering with the manufacture despatch or delivery of the Equipment and beyond the control of the Company.

**8.A**

Save and except in respect of any liability that cannot by applicable law be excluded or restricted the Company's liability for any loss or damage in contract or in tort howsoever otherwise arising is limited to the purchase price of the items of the Equipment in respect of which the loss or damage has been sustained.

**9. TRADEMARKS**

The Customer is hereby authorised, for the duration of the contract to which these conditions apply only, to use all trademarks or trade names which are now or may hereafter be used by the Company in connection with the Equipment ("The Trademarks") subject to the following:-

- i) The Customer shall use the Trademarks only on or in relation to the Equipment supplied by the Company and shall not use the Trademarks on or in relation to any Equipment which may have been altered in any way after being supplied to the Customer by the Company.
- ii) The Customer agrees to permit the Company to inspect prior to publication all promotional and other materials upon which the Customer proposes to use any Trademarks and not proceed with its use unless and until the Company's written approval shall have been obtained, such approval to be granted or withheld at the sole discretion of the Company.
- iii) The Customer agrees that he shall not (either before or after the termination of the contract to which these Conditions apply) use any word, name, title, expression or device identical to or in the sole judgement of the Company confusingly similar to the Trademarks in connection with any equipment not purchased or to be purchased from the Company, or as part of its corporate or business name or in relation to any business to which the Customer is or shall be engaged.

**10. SPECIFICATION**

Every effort will be made to supply the Equipment as advertised but the Company reserves the right to modify it from time to time at its sole discretion. However where equipment other than Equipment ordered by the Customer is delivered by the Company, the Customer may return the Equipment within 10 (ten) days of the delivery carriage

paid if it is unsuitable and the Company will issue a credit note for the invoice price plus VAT. Failure to return the Equipment within 10 (ten) days will constitute acceptance by the Customer of such an alternative Equipment.  
The Company may during any periods of shortage due to causes beyond its control supply Equipment on a pro rata basis among its Customers in such a manner as may be deemed equitable in the sole judgement of the Company and without liability therefor.

**11. NO WAIVER**

The Company's failure to insist upon a strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights and remedies or any subsequent default by the Customer in the performance or compliance with any of the terms of these Conditions.

**12. ASSIGNMENT**

Unless otherwise agreed in writing the Customer may not assign either the benefit or the burden of any contract with the Company.

**13. SEVERABILITY**

The invalidity of any individual provisions of these Conditions shall not affect the validity of the remaining provisions.

**14. RELATIONSHIP OF THE PARTIES**

Both the Company and the Customer are independent contractors under these Conditions and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any manner. The Company shall not be responsible to third parties for any claim arising out of the activities of the Customer and the Customer shall hold the Company harmless against any claim arising in connection herewith and indemnify and hold harmless the Company for any amount which the Company may be required to pay as a result of any claim.

**15. CONSTRUCTION**

The headings of paragraphs in these Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Conditions

**16. GOVERNING LAW**

These Terms and Conditions of Sale shall in all respects be governed by and construed in accordance with English Law.