

CONDITIONS OF SALE

1. **General**

The Company shall be named **MERLIN CIRCUIT TECHNOLOGY LTD** and the **Buyer** shall be the **person, firm or company** ordering the goods. These Conditions shall apply to every order accepted by the Company and no variation or obligation shall be effective unless given in writing by the Company and signed by a Director. Orders are accepted on the understanding that if any conflict arises between the Company's Conditions of Sale and any terms or conditions of the Buyer then the Company's shall prevail in all cases. The placing of an order by the Buyer is deemed as acceptance of the Company's Condition of Sale.

2. **Quotations**

Quotations and tenders given by the Company shall not be binding until the Buyer has received the Company's written acceptance.

3. **Prices**

Prices are subject to change without notice. The price charged for goods will be that ruling on the date of receipt of order. Prices are subject to the addition of Value-Added Tax at the rate ruling on the date of the invoice.

4. **Carriage**

The Company shall reserve the right to charge for carriage of goods to the Buyer.

5. **Delivery**

Any delivery dates indicated by the Company, verbally or in writing are provisional only and not of any contractual effect. The Company shall not be liable in respect of any failure to deliver on any particular date and the Buyer shall not be entitled to cancel any order as a result of delayed delivery. The Company shall be entitled to make part deliveries. Delivery shall be deemed to take place when the goods are delivered to the Buyer's address as notified to the Company. Any apparent discrepancy to delivered quantities or damage to the goods must be notified by the Buyer to the Company **within three days of receipt** and written confirmation must be received by the Company **within seven days of receipt**. If the Buyer fails or refuses to take delivery, the Company shall be entitled to **immediate payment in full** for the goods so tendered, notwithstanding the Company's payment terms stated herein, and shall be entitled to dispose of the goods in such manner as the Company may determine.

6. **Payment**

Unless otherwise agreed in writing by the Company, payment of each invoice **is due at thirty days from the date of the invoice**. Any extension of credit allowed by the Company to the Buyer may be changed or withdrawn at any time. The Company reserves the right to charge interest on overdue accounts at the rate of 1 1/2 per cent per month to run from the date due for payment to receipt of payment by the Company whether before or after Judgement.

The Buyer shall also reimburse the Company all expenses incurred in the collection of such overdue sums. If the Buyer is overdue with any payment to the Company, then the Company may suspend the delivery of any other order.

7. **Insolvency**

If the Buyer ceases to pay debts in the ordinary course of business or cannot pay debts as they become due or, being a company, is deemed to be unable to pay its debts or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against the Buyer, the Company without prejudice to other remedies, shall:

- a) have the right not to proceed with any order for the Buyer and be entitled to charge for the work already carried out whether completed or not and for materials purchased for the Buyers, such charge to be an immediate debt due to the Company, and
- b) be entitled to immediate payment of any outstanding debt, irrespective of the due date (s) previously quoted

8. **Title**

The title in all good supplied by the Company remains with the Company until full payment has been received.

9. **Force Majeure**

Any quotation made or order accepted assumes no shortage of raw material, fuel or power, (notwithstanding that the Company has taken reasonable steps to procure the same), shortage of labour or transport, breakdown or partial failure of plant and machinery at the Company's works, nor interruption in the normal operation of the Company's works arising from Act of God, Government action or any acts, orders or regulations of Government action or any industrial disputes, accident, fire, the elements, war, terrorist acts, civil commotion, riots, or any other cause of whatsoever nature beyond the control of the Company, and no liability can be accepted by the Company for any loss or damage resulting from such circumstances.

10. **Liability**

Liability on the Company's part for any loss, damage, or expense (including consequential or special loss, damage, or expense), is hereby excluded in so far as such liability is incurred.

11. **Waiver**

Failure of the Company to enforce any rights hereunder shall not be deemed to be a waiver of any such rights, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

12. **Law**

These Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and Wales.