

## 1 GENERAL

Unless otherwise agreed in writing the present conditions shall apply to all orders accepted by Nortech Management Limited ("Nortech") and shall be incorporated in any contract between Nortech and the customer. The customer's buying conditions shall only form part of the contract in so far as they have been explicitly accepted by us in writing.

No representative or agent has any authority to agree any terms or make any representations inconsistent with any of these Terms and Conditions of Sale or to enter into any contract except on the basis of them on Nortech's behalf. Any such term representation or contract will only bind Nortech if in writing and signed by a director.

## 2 QUOTATIONS

Our quotations are without obligation unless explicitly stated otherwise in writing.

## 3 INFORMATION/SPECIFICATION

All designs, drawings, illustrations, catalogues and all further technical or other information and descriptive matter, including dimensions, weights etc. supplied by Nortech for and in connection with the quotation shall only be binding on us if explicit statement to this effect has been given in writing.

All information thus supplied by Nortech, whether or not free of charge, shall remain Nortech's property unless explicitly agreed to the contrary. It shall not be copied or shown or made available to third parties by the enquirer or customer unless such is necessary in connection with the completion of the order and the customer has received Nortech's prior written consent, and it must be returned immediately if we so request.

Any performance figures quoted or referred to by Nortech in any specification or other document used in concluding a contract are estimates only based on assumed conditions with experienced, adequate and efficient operators and appropriate services and proper use of satisfactory materials.

Nortech reserves the right to make alterations to the specification or design of the Goods provided such alterations shall not materially affect the Goods' performance or the quality of the workmanship or the materials used.

## 4 PRICES

Unless otherwise agreed in writing, Nortech's prices are ex-works (EXW Evesham UK Incoterms 2010) and exclude all delivery charges, Value Added Tax, any export and/or import duties, all of which charges, taxes and duties shall be paid by the customer.

Should the cost-prices increase after the quotation date, whether due to a price rise imposed by the manufacturer in the case of goods where Nortech acts as a distributor or due to component, sub-contractor or any other related cost increase where Nortech acts as the manufacturer of the goods or whether due to exchange rate fluctuations where the goods are imported, the prices charged to the customer may, unless agreed otherwise in writing, be raised accordingly.

In the event of any work being suspended by the customer's instructions or owing to lack of instructions or in the event of any variation of the order made at the customer's request then if no new price is agreed Nortech will be entitled to increase the price such amount as we consider reasonable.

## 5 CUSTOMER'S INSTRUCTIONS

Where Nortech undertakes to carry out work on the basis of instructions from the customer or any person on the authority of the customer the customer warrants the completeness and accuracy of the instructions and that they are in no way misleading. We shall be entitled to charge in full for all work done and parts of materials supplied at such rate as we consider reasonable where a contract is entered into on the basis of inaccurate or misleading instructions.

## 6 EXPORT AND IMPORT LICENCES

All orders in respect of overseas sales accepted by Nortech (whether the acceptance is so expressed or not) shall be subject to the grant to us in the United Kingdom of all export licences or other necessary permits. In the event of any such licence or permit not being granted Nortech will be entitled in its absolute discretion either to cancel the contract or to suspend performance of the contract until such time as the necessary licence or permit shall have been granted and in

either case we shall be under no liability of any kind whatsoever to the customer. The customer shall obtain any import licence or other necessary permit required by the country of destination.

## 7 DELIVERY TIME

Any times stated by Nortech for delivery or for compliance with any other contractual obligations are estimates only and Nortech shall not be liable for any loss or damage resulting from delay or failure to notify the customer of such delay. Estimated times shall commence from the date of Nortech's acceptance of the customer's written order and receipt of all samples, documents, information and payments specified in our quotation or otherwise. The delivery time and prices quoted may be altered if, after Nortech's acceptance of the customer's order, the customer requests changes in the goods to be supplied.

## 8 INSPECTION

Before being delivered, the goods shall be carefully checked and/or tested by Nortech, our suppliers or sub-contractors. If such has been explicitly agreed in writing, the customer or his representative shall have the right, for his own account and risk to inspect the goods prior to delivery and to be present at any such inspection at a time and place to be determined by us.

## 9 PASSING OF PROPERTY

Goods sold will remain Nortech's property until all sums due to us from the customer whether in respect of the goods or otherwise are paid to us. In the event of any default by the customer in payment of any such sum we shall be entitled to retain possession of the goods.

## 10 DELIVERY/TRANSFER OF RISK

Without prejudice to the operation of Clause 9, the risk in the goods supplied shall pass to and become the responsibility of the customer upon delivery to the customer.

## 11 PAYMENT

UK Account Customers; unless otherwise agreed all agreed payments shall be remitted within 30 days of the date of Nortech's invoice.

Non Account and Export Customers; terms to be agreed in advance.

Failure of the customer to make all or any part of any payment including any instalment on the due date shall entitle us to determine the contract under which such payment was due and we shall retain the right until such payment is made in full. In addition to any other rights we may have we shall have the right to suspend further deliveries until payment is received whether such deliveries are part of the same order or any other order and further to charge the customer an administration charge at the rate of 2% of the gross invoice value plus Value Added Tax per month or part month on all sums due from the customer from the due date to the date of payment.

All legal and other costs involved in the collection of any amount owed to us by the customer shall be borne by the customer.

## 12 COMPLAINTS

In the case of visible defects in goods which have been examined or subjected to final inspection by or on behalf of the customer, the customer should make his complaint known immediately during the examination or final inspection.

## 13 WARRANTY BY CUSTOMER TO EXAMINE GOODS AND NOTIFY COMPANY OF DEFECTS

The customer warrants:

that he will carefully examine and test all goods and parts supplied by us and will notify us in writing of any shortage, defect or other failure to comply with the contract which is or ought to be apparent upon such examination and test within seven days of their being collected by or delivered to him;

that he will notify us in writing within seven days of becoming aware of any defect or other failure to comply with the contract which was not apparent upon such examinations aforesaid.

## 14 GUARANTEE

Software: Nortech guarantees a 3 month bug fix period. After this period we are happy to offer ongoing technical support subject to separate agreement.

Hardware: Nortech guarantees good workmanship of the goods supplied by us for a period of one year after their delivery, on the understanding that - to the exclusion of any other liability for direct or indirect damage to persons or goods, also those of third parties, against whose claims the buyer shall indemnify us - we shall repair free-of-charge at our premises or elsewhere or at our option, on the site any defects which have been observed in the goods and which the buyer can prove are the result of the use of defective materials, poor workmanship or defective construction on our part - though the costs of transport involved in this shall be borne by the customer.

In the case of on-site repair, the customer shall place at our disposal free of charge or shall bear the costs of placing at our disposal any customary further labour, auxiliary equipment and auxiliary and working materials that are necessary.

Parts replaced by us shall become our property and must be returned to us by the customer if we so request.

The conditions of our guarantee are that, within seven days of the defect being observed, we must be furnished with all details thereof in writing and, furthermore, that the goods must have been installed, maintained, handled and properly applied or used by the customer and that no changes or repairs have been made to them without our prior authorisation.

Goods or parts thereof obtained by us from third parties or work performed by third parties shall be covered only by the guarantee of the relevant third party. Our guarantee shall not take effect if the customer has failed to fulfil his obligations towards us arising from the relevant contract. Alleged failure to fulfil our guarantee obligations towards the customer shall not, however, exempt him from fulfilling any obligations arising from the contract concluded with us.

## 15 LIABILITY

To the maximum extent permitted by applicable law, in no event shall Nortech be liable for any indirect, consequential, incidental or special damage or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and whether arising under contract or tort, including negligence, even if Nortech has been advised of the possibility of such damages.

Except as provided above in the case of personal injury, death and damage to tangible property, Nortech's maximum liability to the Customer under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) shall be for direct costs and damages only and shall be limited to the greater of:

The sum for which Nortech carries comprehensive insurance; or

a sum equivalent to the price paid to Nortech for the products or services during the 12 months immediately before the claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative products and/or services.

All liability that is not expressly assumed in this Agreement is excluded. These limitations shall apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. For the purposes of this clause, "Nortech" includes its employees, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

## 16 FORCE MAJEURE/CANCELLATION

If circumstances occur which could not have been foreseen at the time the contract was concluded and which are beyond Nortech's control and directly or indirectly prevent, hinder or make more difficult the full or partial performance of the contract - such circumstances including but not limited to delays or defaults of suppliers, delays of sub-contractors, war, the threat of war, civil war, natural disasters, riots, strikes, trade disputes, lock-outs, fire, epidemics, government measures, embargoes, blockades, congestion, Nortech shall not be liable for any loss or damage and shall have the right, without any further obligation on our part, either to suspend performance of the contract wholly or in part or to consider it as cancelled.

## 17 REPUDIATION

If the customer shall fail to take and pay for goods in accordance with the contract Nortech shall be at liberty to treat the contract as repudiated without prejudice to our right to recover from the customer by way of damages any loss

or expense which we may incur or suffer by reason of the customer's default and we shall be entitled to dispose of the goods as we shall think fit and shall not be under any liability to account to the customer for the price received therefore or otherwise.

## 18 TERMINATION

Nortech shall have the right immediately to terminate the contract at any time upon occurrence of any of the following events:

if the customer commits any act of bankruptcy or compounds or makes any arrangements with his creditors or executes a Bill of Sale on his goods or any of them or if any execution or distress is levied upon the goods or other assets of the customer

if the customer being a company is wound-up either compulsorily or voluntarily or a receiver of his assets is appointed

if the customer commits any breach of contract.

Upon any such termination we shall have the right to be paid the price of goods manufactured and work carried out prior to the date of cancellation and the customer shall take over and pay for at the current price such materials as have been allocated by us to the contract.

## 19 INSTALLATION ON THE SITE

Where a contract includes loading, off-loading, assembly, installation, demonstration or servicing of machinery, equipment or other goods on site, or where Nortech assists in any such matters at the request or with the consent (expressed or implied) of the customer, the customer shall be responsible for and shall indemnify us from and against all liabilities whether for damages, costs, expenses or otherwise under the law of England or the law of any other country or state arising out of the death or personal injury of any person or damage to any property howsoever caused provided that the indemnity shall not apply to liabilities arising solely from the negligence of ourselves or our employees.

## 20 EXPORT OF GOODS

The customer shall not without Nortech's written consent export the goods from the country of ultimate destination of the products, which shall be declared by the customer at the time of order.

## 21 SUB-CONTRACTING

Unless otherwise agreed in writing Nortech may sub-contract all or any part of any work agreed to be done by us.

## 22 ASSIGNMENT

The customer shall not assign or transfer the contract to any other person.

## 23 EXCLUSIONS

Save as set out in these Terms and Conditions of Sale all conditions and warranties express or implied, statutory or otherwise are hereby excluded insofar as the same are capable of being lawfully and validly excluded.

## 24 PROPER LAW AND CONSTRUCTION

The proper law of all contracts with us shall be English law which shall govern in all respects the construction and effect of such contracts and of these Terms and Conditions of Sale.

## 25 SUBMISSION OF JURISDICTION

In the event of any dispute, whether of construction or otherwise, or as to the liability either of ourselves or the customer arising out of or in connection with any contract or the use or operation or failure to operate of any goods or parts supplied or to be supplied, the same shall be determined by English courts to whose jurisdiction Nortech and the customer hereby submit provided that in the event of a claim by us in respect of the price of goods sold or any other sum due to us hereunder we shall be at liberty to decide upon and the customer shall accept the country of jurisdiction.