

TERMS & CONDITIONS

1. Definition

- 1.1. 'Customer' means any person from whom Fabtronic receives an order for the supply of Products or who is named as a customer on any order form or invoice or order transmission relating to the Products.
- 1.2. 'Products' means those goods or services including but not limited to audio visual equipment, conferencing hardware and software items, and any of them as applicable, the subject of any order received by Fabtronic from the Customer and any other products sold by Fabtronic to the Customer hereunder.

2. Order Acceptance

- 2.1. All orders received by Fabtronic for Products shall constitute an 'offer to purchase' by the Customer and are subject to these terms and conditions and subject to availability of the Products. Any such orders must be expressly accepted by Fabtronic's authorised representative or, if later, shall be deemed to be accepted by Fabtronic upon despatch of the Products.
- 2.2. All orders are accepted and Products supplied subject to these express terms and conditions only.
- 2.3. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by an authorised representative of each party.
- 2.4. It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase.

3. Delivery

- 3.1. Any time quoted for delivery is to be treated as an estimate only. Fabtronic will endeavour to deliver the products without delay, but shall not be liable for late delivery howsoever caused, nor shall such failure to deliver be in breach of contract or cause Fabtronic to be liable for any damages or penalty for any such delay in delivery.
- 3.2. All risk in relation to the Products shall pass to the Customer at the time the Products are delivered to the delivery address nominated by the Customer. The Customer shall sign Fabtronic's or its agents form of receipt at the time of delivery.
- 3.3. If Products have not been received, the Customer must notify Fabtronic within 7 days of the date of the invoice.

4. Cancellations and Rescheduling

- 4.1. Subject to Clause 8.2 any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by Fabtronic if the Customer hereby agrees to indemnify Fabtronic against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

5. Pricing

- 5.1. Catalogues, price lists and other advertising literature or material as used by Fabtronic are intended only as an indication as to the price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on Fabtronic.
- 5.2. All prices are given by Fabtronic at the time of the order and are valid for 30 days.
- 5.3. All prices are exclusive of VAT and any similar taxes and of delivery charges. All such taxes and charges are payable by the Customer.

6. Payment Terms

- 6.1. Invoices will be raised and dated by Fabtronic

* 50% of the project value on receipt of order payable by the Customer prior to the despatch of the Product or Services

* 50% of the project value on the date of installation of the Products or Services payable by the Customer 30 days from the date of invoice.

Unless otherwise specifically requested and agreed in writing by an authorised representative of Fabtronic, invoices will be payable by the Customer as stated above. Without limitation to Fabtronic's other rights, if the Customer fails to make any payment on the due date, Fabtronic shall have the right, without prejudice to any other right or remedy available to it, to cancel or suspend any further deliveries to the Customer under any contract.

- 6.2. We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents which will incur a surcharge of 15% of the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge.
- 6.3. When all prices, taxes and charges due in respect of the Products and any Products supplied previously to the Customer have been paid in full, title to Products then shall pass to the Customer.
- 6.4. Notwithstanding delivery and the passing of risk in the Products to the Customer pursuant to Clause 3, or any other provision of these terms and conditions, the property of the Products shall not pass to the Customer until Fabtronic has received cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold by Fabtronic to the Customer for which payment is then due.
- 6.5. Until such a time as the property in the Products passes to the Customer, Fabtronic shall be entitled at any time to require the Products to be delivered to Fabtronic and if the Customer fails to do so forthwith, Fabtronic or its authorised agents shall be entitled to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.
- 6.6. Fabtronic reserves the right to cease supplies of Products to the Customer at any time. On such cessation of supplies, Fabtronic reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

7. Specification of Products

- 7.1. Fabtronic will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such

variation. Fabtronic will use its reasonable endeavors to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.

- 7.2. Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. Fabtronic reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

8. Returns

- 8.1. Fabtronic reserves the right to levy an administration charge in respect of returns.
- 8.2. Returns must be made subject to the following:
- (a) Prior authority having been obtained from Fabtronic which will be given at Fabtronic's sole discretion.
 - (b) Within 30 days of the date of the invoice.
 - (c) The Products must be properly packed.
 - (d) The Products must be in a saleable condition.
 - (e) The Products must be accompanied by all original documentation delivered with the Products
- 8.3. Fabtronic reserves the right to reject any Products that do not comply with the conditions set out in Clause 8.2
- 8.4. If Fabtronic nevertheless agrees to accept any Products returned which are not in a saleable condition, Fabtronic reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

9. Warranty

- 9.1. Fabtronic warrants that it has good title to or licence to supply all Products to the Customer.
- 9.2. If any part of the Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products provided that no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. Fabtronic is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.
- 9.3. If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to Clause 9.2, Fabtronic will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. Fabtronic will not consider any claim for compensation, indemnity or refund until liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until Fabtronic has passed a corresponding credit note.
- 9.4. EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 9, FABTRONIC DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. Indemnities and Limits of Liability

- 10.1. Fabtronic will indemnify the Customer for direct physical injury or death caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of their employment and the scope of their authority.
- 10.2. Except as stated in Clauses.10.1 above, Fabtronic disclaims and excludes all liability to the Customer in connection with these terms and conditions including the Customer's use of the Products and in no event shall Fabtronic be liable to the Customer for special, indirect or consequential loss or damage including but not limited to loss of profits arising from loss of data or in connection with the use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.
- 10.3. The Customer shall indemnify and defend Fabtronic and its employees in respect of any claims by third parties which are occasioned by or arise from any Fabtronic performance or non-performance pursuant to the instructions of the Customer or its authorised representative.

11. Insolvency of Customer

- 11.1. If the Customer has a receiver appointed over any of its assets or (being an individual or firm) becomes bankrupt or compounds with its creditors or (being a company or limited liability partnership) becomes insolvent or is the subject of a winding-up petition or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), then without prejudice to any other right or remedy available to Fabtronic:
 - (a) the full price of the Products (if delivered) shall be immediately payable notwithstanding any previous agreement or arrangement to the contrary
 - (b) Fabtronic shall have the right to cancel or suspend any further despatches to the Customer
 - (c) if the price for any delivered Products is not forthwith paid, Fabtronic or its authorised agents shall have the right forthwith to enter any premises where the Goods are stored and repossess the Goods. It is difficult to identify such Products Fabtronic or its duly authorised agent shall have the right to repossess Products delivered by it to an equivalent value to the Products not paid for and
 - (d) in the event of the Customer being a partnership each member of the partnership shall be jointly and severally liable.

12. Installation

- 12.1. Fabtronic is provided with unrestricted access to all appropriate areas and rooms.
- 12.2. Fabtronic accepts no liability for time lost, due to actions arising from other contractors / suppliers.
- 12.3. Installation areas shall be reasonably clean, dry and dust free. Areas should be free from all obstacles, giving full accessibility.

13. Contract

- 13.1. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.
- 13.2. The headings in these terms and conditions are for ease of reference only and shall not affect its interpretation or construction.

- 13.3. No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any other right or any later breach.
- 13.4. The Customer agrees not to assign any of its rights herein without the prior written consent of Fabtronic.
- 13.5. In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.
- 13.6. Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any cause beyond its reasonable control.
- 13.7. Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the registered offices of the parties or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices pursuant to these terms and conditions.
- 13.8. These terms and conditions shall be construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Court.