

AISH TECHNOLOGIES LIMITED
CONDITIONS OF SALE

- Quotation Order** 1. Any quotation shall be valid for Thirty days only from the date thereof unless the term is specifically extended by the Company in writing.
2. (a) No order shall be binding upon the Company unless accepted in writing on the Company's printed acknowledgement of order form.
(b) These conditions are subject to any special conditions and stipulations set out by the Company in contract documents namely the quotation and subsequent acceptance of order, which shall have precedence in the event of any dispute.
(c) Any previous communications not specifically mentioned in the said contract documents shall be deemed to be cancelled and shall not be incorporated into the Contract.
(d) Where there is any conflict between these Conditions and a Customer's conditions of purchase, the Company's Conditions shall prevail.
- Variations** 3. (a) These conditions may not be varied except in writing signed on behalf of the Company.
(b) Acceptance by the Company of variations proposed by the Customer may be subject to a revision in the Contract value and delivery forecast.
- Specifications** 4. (a) All prices quoted are for the supply and/or installation of equipment or materials in accordance with the Company's specifications at the time of order except where otherwise stated in writing.
(b) The description of the goods contained in quotations, illustrations, drawings and specifications are believed to be correct as to weights, dimensions, capacity, performance and otherwise. The Company reserves the right to modify alter and improve designs at any time without prior notice. Any performance figures given by the Company are based upon its experience and are such as the Company expects to obtain on test in its works. Such figures are not (unless expressly stated to the contrary) guaranteed.
- Inspections** 5. If tests are required by the Contract in the presence of the Customer's representatives these will be charged for. Tests shall be made at the Company's works or at such other place designated or agreed by the Contract in the presence of the Customer's standard factory inspection and test procedures. In the event of any delay in attending such tests after reasonable notice that the goods are ready the test will proceed and if satisfactory shall be deemed to have been made in the Customer's presence and to have conformed to the Contract specification..
- Acceptance** 6. Acceptance of tenders must be accompanied by all information necessary for manufacture to be proceeded with immediately otherwise the Company reserves the right to amend quoted prices to cover any extra costs involved. Prices may be increased in the event of work being delayed through the absence of the Customer's instructions
- Delivery** 7. In the case of goods to be delivered to a Customer outside the United Kingdom the following shall apply:
(i) F.O.B. Tenders
Delivery will be made F.O.B. to the port stated in the tender.
(ii) C.I.F. Tenders
Delivery will be made C.I.F. to the port stated in the tender. No lighterage, landing charges, lock, wharf or customs due are included. Freight and insurance charges are based on the rates obtainable at the date of tender. If these rates are varied between the date of the tender and date of shipment the tender price will be increased or decreased by the net amount of the variations.
- Delay** 8. The Company shall not accept any liability in respect of delay on delivery or completion of the work arising from industrial disputes or causes outside its control and may claim extension of time for such delay. Liability for proven loss due to delay arising from other causes shall not extend to consequential loss and shall in any event be limited to the amount of the Contract price of the delayed goods.
- Storage** 9. If goods are not collected or if forwarding instructions sufficient to enable the goods to be delivered or despatched are not received within seventy-two hours after the date of notification that they are ready for collection or delivery or despatch the Company reserves the right to make a charge for the storage and insurance of such goods. The goods shall be invoiced on the day that they are put in the store and are subject to the terms of payment in Clause 14.
- Carriage Packing** 10. Carriage will be payable by the Customer unless alternative arrangements are agreed at the time of placing the Contract.
11. Packing cases when charged for by the company will be credited in full if returned in good condition carriage paid to the Company's works within one month and duly advised.
- Damage or Loss** 12. All goods are carefully packed and no responsibility is accepted for loss or damage in transit. No claim for non-delivery will be considered unless received in writing by the Company within 10 (ten) days from the date of its Advice Note nor for shortage unless received in writing by the Company and also by the carrier within 5 (five) days from the actual date of receipt of the goods by the Customer (or its nominee).
- Commissioning** 13. Where the Contract includes installation or commissioning by the Company the Customer shall provide a suitable, safe and secure site and working conditions, supplies of electricity, water and any labour or other services specified in the Contract as his responsibility as and when required by the Company.
- Payment** 14. (a) The Customer shall make full payment to the Company of the Contract price for supply of goods and/or services or the appropriate parts thereof where supply and/or services is payable by instalments within 30 days of the date of the invoice unless
(b) Where the Contract includes installation or commissioning the Company may invoice the Customer each month or period agreed in respect of work carried out in the preceding month and payment by instalments within 30 days of the invoice unless otherwise stated in the Contract documents.
(c) Non-UK Customers only - All goods or services to be supplied outside the United Kingdom, payment shall be made in sterling by a confirmed and irrevocable letter of credit drawn on a UK National Bank or a Bank agreed at the time of order acceptance.
- Title** 15. Title shall pass to the Customer when goods so invoiced have been paid for in full. Risks in the goods shall pass to the Customer when the goods are delivered as required by the Contract.
- Insurance** 16. All goods shall upon delivery to or to the order of the Customer be at the Customer's risk in all aspects. The Customer shall insure the goods with a reputable insurance Company to the full reinstatement value of the goods against all risks including fire, theft, Lightning, explosion, aircraft strikes, riots, civil commotion and malicious damage and the full range of storm and water perils and all other usual risks and produce the policy for the same to the Company if so requested.
- Guarantee** 17. The Company guarantee to replace (or at its option) repair any goods proved to its reasonable satisfaction to have failed within Twelve months of delivery by reason of faulty materials or workmanship used in their manufacture provided that:-
(1) The Customer informs the Company promptly on discovery of the alleged defect and promptly returns the goods carriage paid with full written report on the defect unless the Company agrees to inspect and replace or repair in situ.
(2) The goods have been stored, installed, maintained and used properly having regard in particular to the Company's specifications and instructions and in respect of parts purchased by the Company from another supplier his specification and instructions, so far as notified to the Customer.
(3) The Customer shall not be entitled to the foregoing guarantee in relation to any goods or part thereof obtained by the Company from another Supplier. The Company will so far as it is able so to do transfer to the Customer the benefit of any guarantee period given by such Supplier to the Company.
(4) The foregoing provision of this condition shall apply mutatis mutandis to faulty commissioning work done by the Company except that the guarantee period for such work shall be six months from completion of the work unless otherwise stated in the Contract documents.
(5) Except as provided above, all express or implied conditions and warranties (whether statutory or otherwise) as to descriptions, quality, or fitness for purpose of the goods or services supplied or otherwise are hereby excluded.
- Damages Safety** 18. The Company shall in no circumstances be liable for consequential damages.
19. The products supplied by the Company have been designed, manufactured and tested to ensure that as far as is reasonably practicable they are safe and represent no risk to health when in normal use.
- Patents & Infringement** 20. The Company will indemnify the Customer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright (published prior to date of Contract) by the use or sale of any article or material supplied by the company and against all costs and damages which the Customer may incur in any action for such infringement or for which the Customer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which arises out of the Company having followed a design or instruction furnished or given by the Customer or to the use of such an article or material in a manner or for a purpose or in a foreign country not specified by or declared to the

Company to any infringement which is due to use of such article or material in association or combination with any other article or material not supplied by the Company. Providing also that this indemnity is conditional on the Customer giving to the Company the earliest possible notice in writing of any claim being made or action threatened or brought against the Customer and on their permitting the Company at their own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Customer on their part warrant that any design or instruction furnished or given by the Customer shall not be such as will cause the Company to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the order.

- Copyright & Confidentiality** 21. The copyright in all the Company documents furnished to the Customer for the purpose of this Contract shall at all times remain vested in the Company and neither they nor their contents shall be used without the Company's express written consent for any purpose other than that for which they were furnished.
- Determination** 22. If the Customer shall break any provision of this or any other Contract with the Company or suffer distress or execution or commit an act of bankruptcy or make arrangements with creditors or go into liquidation (except for amalgamation or reconstruction) or have a receiver appointed the Company may (without prejudice to any other claim or remedy) suspend performance of or determine this or any other such contract by written notice and shall be entitled to payment for the goods already delivered work-in-progress and tooling costs under the Contract in question at the Contract rate or (if none) at that charge out rate applicable to the quotation on which the Contract is based.
- Consents** 23. The Customer shall obtain such governmental and other consents (other than United Kingdom governmental consents) as may be necessary to enable the Company to perform the Contract. The Company shall not be obliged to commence performance of the Contract until it has obtained any necessary consent from the United Kingdom Government and the Customer has obtained all other necessary authorisations and given the Company particulars thereof.
- Taxes and Duties** 24. The quoted price/s are exclusive of taxes, duties and charges of any kind in the country of destination. Such duties, taxes and charges are payable by the Customer.
- Law** 25. The Contract shall be governed by English Law.
- Arbitration** 26. All disputes arising between the Company and the Customer shall be finally settled under Rule of Conciliation and Arbitration of the International Chamber of Commerce, London by one or more arbitrators appointed in accordance with the rules.
- Government Information** 27. Documents from Aish Technologies Limited do not contain data or information the source of which is Her Majesty's Government. If recipient(s) intend to respond or reply with data or information the source of which is Her Majesty's Government, this must be clearly declared in any associated correspondence.