

CONDITIONS OF SALE

1. GENERAL

All orders are accepted and goods supplied by Alpha Micro Components Limited ("the Company") subject to the following express terms and conditions and (so far as permitted by statute) all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No addition thereto or variation therefrom shall apply unless agreed in writing by a Director of the Company.

2. ORDERS

(a) The company refuses the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the customer's commitments with the Company not being met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by a customer then the customer shall indemnify the Company against all loss, cost (including the costs of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof, (the Company giving credit for the value of any such materials sold or utilised for other purposes).

(b) In the event of the customer wishing to reschedule any order or part of an order, this can only be agreed by a Director of the Company, and a minimum notice period of sixty days must be given for any reschedule to be considered.

3. EXTRA COST

In the event of any suspension of work through the customer's instructions or lack of instructions the price(s) given overleaf shall be increased to cover any extra expense thereby incurred by the Company.

4. DISPATCH DATES

Any times quoted for dispatch are to be treated as estimates only. Whilst every endeavour will be made to meet these estimated times for dispatch the Company shall not be liable in any matter whatsoever for failures to dispatch within the time quoted.

5. CARRIAGE DELIVERY RISK AND TITLE

(a) The risk of loss and/or damage to the goods supplied by the Company shall pass to the customer when they are delivered to the Customer or other person to whom the Company has been authorised by the Customer to deliver the goods whether expressly or by implication by the Carrier at the destination specified by the Customer or otherwise and the Company shall not be liable for the safety of the goods thereafter (and accordingly the Customer should insure the goods thereafter against such risks as may be commercially prudent).

(b) Any damage to the goods in transit should be notified to the carrier and the Company within two days of receipt, packing and contents to be held for inspection. If the goods are not received by the customer within seven days of date of invoice the carrier and the Company should at once be informed in writing. Any shortages or discrepancies should be reported in writing within two working days. Claims not made within the said period(s) will not be entertained.

(c) Notwithstanding the provisions of paragraph (b) above, the legal and beneficial ownership of the goods shall remain with the Company (which reserves the right to dispose of them) until payment has been made in full and has been received by the Company in accordance within the relevant terms.

(d) So long as the Company shall remain the owner of the goods the Customer shall store the same so that they are clearly identifiable as the goods of the Company and in particular will not remove from such goods any labels or other identifying marks placed thereon by the Company. If payment in full is not made in accordance with these conditions of sale the Company shall have the right (without prejudice to the obligation of the Customer to purchase the goods) to retake possession of the whole or any part of the goods and for that purpose to enter any premises occupied by the Customer and to sever the goods from anything to which they are attached without being liable for any damage caused thereby and without prejudice to any other remedy that may be available to the Company.

If the Customer (who as between itself and any third part sub-purchaser shall be deemed to act on its own account and not as an agent for the Company) shall sell the goods prior to making payment in full for them, the beneficial entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds and the Customer shall hold such proceeds of sale on separate account for the Company absolutely.

6. PAYMENT

SALES TO THE UNITED KINGDOM

- (a) All accounts are strictly net and payable 30 days from the date of invoice.
- (b) The company reserves the right to charge interest on any overdue amount at a rate of 2% per month calculated from the due date for payment to the date of actual payment.
- (c) All costs and expenses reasonably incurred by the Company in recovering monies due to it will be charged to and be payable by the customer.

7. PRODUCT WARRANTIES

In the case of defects or faulty workmanship in products or any parts thereof supplied but not manufactured by the Company, the customer shall not be entitled to receive any greater benefit hereunder than shall be received by the Company under any guarantee or warranty given to the Company by the manufacturers or suppliers thereof.

8. CONTINGENCIES

The Company shall not be responsible for non-performance's in whole or in

part on its obligations nor under any liability to the customer in respect thereof if such non-performance is due to act of God, war, insurrection, Government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest or any other cause beyond the control of the Company.

9. TERMINATION BY STATE

Notwithstanding the provisions of condition 8 if the goods are to be used in the performance of a contract or subcontract made with any statutory or public body or authority (including any department or organ of state whether in the United Kingdom or abroad) and such body terminates the contract in whole or in part, the order placed on the Company in respect thereof may be cancelled in the same proportion provided that the customer shall have made the Company aware that the goods were to be so used at the time of placing the order and the Company shall have confirmed that the provisions of this clause should apply. The liability of the Customer for termination allowance shall be determined by the then applicable regulations of the relevant statutory or other public authority pertaining to the termination of contracts in such circumstances.

10. CONSEQUENTIAL LOSS AND DAMAGE

Save as herein expressly provided the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused arising out of the use of goods supplied by it. The customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

11. FINANCIAL CONDITION

If, in the Company's judgement, the Customer's financial condition does not justify the terms of payment specified, the Company may cancel any unfilled orders unless the customer shall, upon written notice, immediately pay for any goods delivered or shall pay in advance for all goods ordered but not delivered or both at the Company's option.

12. ASSIGNS

The contract to which this document relates shall be binding upon and inure to the benefit of the successors and assigns of the entire business and goodwill of either the Company or the customer or of that part of the business or either used in the performance of such contract, but shall not be otherwise assignable.

13. LEGAL CONSTRUCTION

These Conditions and the contract to which this document relates shall in all respects be construed and operate in accordance with English Law, and the parties hereby submit themselves to the jurisdiction of the English Courts.

14. CANCELLATION & RETURNS

No order can be cancelled or accepted for return without the prior agreement of the Company. If cancellation/return is accepted by the Company a Returns number (RMA) will be issued. Goods must be returned, at the Customer's risk and expense, for receipt by the Company within 28 days of an RMA being issued, thereafter the RMA will expire. Returned Goods must have the RMA number on the outer packaging and be accompanied by paperwork detailing the reason for return, the RMA number and full Customer contact details. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return. Goods returned and found to be 'faulty' or 'non-conformant' will be refunded or replaced at the discretion of the Company. Where replacement Goods are sent to the Customer the Company will nominate the carriage method. Any refunds will be issued via the same form of payment originally used for purchase.

Where payment for Goods is made by credit card or pro-forma invoice, refund or replacement will only be made once the returned Goods have been received and inspected by the Company. Software Licences and Extended Warranties are not refundable once issued.

15. PRICES

- (a) Whilst every endeavour has been made to ensure the accuracy of the prices quoted no responsibility can be accepted for any errors or omissions. Prices are subject to alteration without notice.
- (b) Without prejudice to the generality of the foregoing where a price is quoted and an order accepted for a product which is being imported from outside the United Kingdom, the Company reserves the right to increase the quoted price should the exchange rate vary by more than 2.5% from that in existence at the time the order was accepted.
- (c) Unless otherwise specifically stated, all prices are quoted on an "ex-works" basis, exclusive of VAT, taxes, excises, delivery or other charges.

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AMC Terms & Conditions Iss06