SALE & PURCHASE OF GOODS TERMS AND CONDITIONS
IDE Systems Limited
MANUFACTURED GOODS - TERMS & CONDITIONS
("CONDITIONS")

1. **Definitions and interpretation**

1.1 The definitions and rules of interpretation in this condition apply in these Conditions:

"Contract" means any contract between IDE and the Customer for the sale and purchase of the Goods (including, where applicable, the supply of Services), incorporating these Conditions.

"Customer" means the person, firm or company who purchases the Goods and/or the Services from IDE.

"Delivery Point" means the place where delivery of the Goods is to take place under condition 4.

"Goods" means any goods agreed in the Contract to be supplied to the Customer by IDE (including any part or parts of them).

"IDE" means IDE Systems Ltd (Company No. 4973527) the registered office of which is at Unit 3 Swaffield Park, Hyssop Close, Cannock, England, WS11 7FU; and

"Services" means the services to be supplied by IDE to the Customer under this Contract.

"A reference to a law" is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these Conditions.

2. Application of terms

2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or Conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all sales by IDE and any variation to these Conditions and any representations about the Goods and/or the Services shall have no effect unless expressly agreed in writing and signed by a director of IDE. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of IDE, which is not set out in the Contract. Nothing in this Condition shall exclude or limit IDE's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods or Services by the Customer from IDE shall be deemed to be an offer by the Customer to buy Goods subject to these Conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by IDE until a written acknowledgement of order is issued by IDE or (if earlier) IDE delivers the Goods or provides the Services to the Customer.

2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is valid for a period of 30 days only from its date, provided that IDE has not previously withdrawn it.

3. Description

3.1 The quantity and description of the Goods shall be as set out in IDE's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by IDE and any descriptions or illustrations contained in IDE's catalogues, brochures or web site are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Delivery

4.1 Unless otherwise agreed in writing by IDE, delivery of the Goods shall be made by IDE delivering or arranging delivery of the Goods to the Customer's premises or such other place of business in the United Kingdom as agreed between the Customer and IDE.

4.2 Where delivery is to be made by IDE informing the Customer that the Goods are available for collection from IDE's place of business, the Customer shall take delivery of the Goods within 7 days of IDE giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by IDE for delivery of the Goods or the provision of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these Conditions IDE shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or the provision of the Services (even if caused by IDE's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or IDE is unable to deliver the Goods or provide the Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by IDE's negligence);

(b) the Goods shall be deemed to have been delivered;

(c) IDE may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance): and

(d) IDE shall provide the Services at the next available opportunity.

4.6 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

4.7 IDE may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5. Non-delivery

5.1 IDE shall not be liable for any non-delivery of Goods (even if caused by IDE's negligence) unless the Customer gives written notice to IDE of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.2 Any liability of IDE for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. Risk/title

6.1 The Goods are at the risk of the Customer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Customer until IDE has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Goods;

(b) the Services (if any); and

(c) all other sums which are or which become due to IDE from the Customer on any account.

6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as IDE's bailee;

(b) store the Goods (at no cost to IDE) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as IDE's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on IDE's behalf for their full price against all risks to the reasonable satisfaction of IDE. On request the Customer shall produce the policy of insurance to IDE.

6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and

(b) any such sale shall be a sale of IDE's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession of the Goods shall terminate immediately if:

(a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator

or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between IDE and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Goods.

6.6 IDE shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from IDE.

6.7 The Customer grants IDE, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.8 Where IDE is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by IDE to the Customer in the order in which they were invoiced to the Customer.

6.9 On termination of the Contract, howsoever caused, IDE's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by IDE in writing, the price for the Goods shall be the price set out in IDE's price list published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods. Such costs shall be identified to the Customer following receipt of an order.

7.3 IDE reserves the right, by giving notice to the customer at any time before the Goods are delivered to increase the price of the Goods to reflect any increase in the cost to IDE which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of taxes, levies or duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the Goods or change to the required Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give IDE adequate information or instructions.

8. Payment

8.1 The Seller shall be entitled to require payment of part or the entire price for the Goods prior to the Delivery Date.

8.2 Subject to condition 8.6, payment of the price for the Goods and the Services is due in pounds sterling and shall be payable once IDE has notified the Customer that the Goods are available for delivery in accordance with clause 4 or despatch to the Customer.

8.3 Where the Customer has an account with IDE, IDE shall be entitled to invoice the Customer, for the price of the Goods and/or the Services on the day on which the Goods are delivered or deemed to be delivered. Payment shall be made within 30 days of the end of the month following the date of the invoice.

8.4 Time for payment shall be of the essence.

8.5 No payment shall be deemed to have been received until IDE has received cleared funds.

8.6 All payments payable to IDE under the Contract shall become due immediately on its termination despite any other provision.

8.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by IDE to the Customer.

8.8 If the Customer fails to pay any sum due under the Contract on the due date for payment, interest shall accrue on the overdue amount from the due date until payment is made in full (whether before or after judgment) at the statutory rate prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis and shall be payable on demand. IDE reserves all rights to recover statutory interest, fixed compensation and reasonable debt recovery costs available under the Act.

9. Quality

9.1 Where IDE is not the manufacturer of the Goods, IDE shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to IDE.

9.2 IDE warrants that (subject to the other provisions of these conditions) on delivery:

(a) the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) be reasonably fit for any particular purpose for which the Goods are being bought if the Customer had made known that purpose to IDE in writing and IDE has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of IDE; and

(c) the Services shall be provided using reasonable care and skill and as far as reasonably possible, in accordance with the contract.

9.3 IDE shall not be liable for a breach of either of the warranties in condition 9.2 unless:

(a) the Customer gives written notice of the defect to IDE, and, if the defect is as a result of damage in transit to the carrier, within 2 days of the time when the Customer discovers or ought to have discovered the defect; and

(b) IDE is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by IDE) returns such Goods to IDE's place of business at the Customer's cost for the examination to take place there.

9.4 IDE shall not be liable for a breach of either of the warranties in condition 9.2 if:

(a) the Customer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Customer failed to follow IDE's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the Customer alters or repairs such Goods without the written consent of IDE;

(d) the defect in the Goods or Services arise from any drawing, design or specification supplied by the customer.

9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with either of the warranties in condition 9.2 IDE shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if IDE so requests, the Customer shall, at the Customer's expense, return the Goods or the part of such Goods which is defective to IDE.

9.6 If IDE complies with condition 9.5 it shall have no further liability for a breach of either of the warranties in condition 9.2 in respect of such Goods.

9.7 Any Services to be provided by IDE pursuant to its Contract shall be supplied with reasonable use and skill.

10. Limitation of liability

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of IDE (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of these conditions;

(b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of IDE:

(a) for death or personal injury caused by IDE's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for IDE to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

(a) IDE's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

(b) IDE shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Assignment

11.1 IDE may assign the Contract or any part of it to any person, firm or company.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of IDE.

12. Force Majeure

IDE reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of IDE including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to IDE to terminate the Contract.

13. General

13.1 Each right or remedy of IDE under the Contract is without prejudice to any other right or remedy of IDE whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by IDE in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by IDE of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14. Communications

14.1 All communications between the parties about the Contract shall be in writing and sent by email or letter

(a) (in case of communications to IDE) to Unit 3, Swaffield Park, Hyssop Close, Cannock, Staffordshire WS11 7FU or such changed address as shall be notified to the Customer by IDE; or

(b) (in the case of the communications to the Customer) to the registered office or to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to IDE by the Customer.

14.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if emailed, on the day of email delivery

For more information, please contact IDE on 01543 574111 or email: enquiries@idesystems.co.uk