

## GDC GROUP LIMITED TERMS AND CONDITIONS OF SALE

In these conditions, unless the context requires otherwise:

**"Buyer"** means the company, firm, body or person purchasing the Goods.

**"Goods"** means the goods the subject matter of the Order.

**"Order"** means a purchase order in respect of the Goods issued by the Buyer to the Company.

**"Company"** means GDC Group Limited whose registered office is at Millbrook House, Grange Drive, Hedge End, Southampton, SO30 2DF.

### 1. GENERAL

- 1.1 The Buyer's order (in whatever manner communicated) to the Company is an offer to enter into a contract upon these conditions. Acceptance occurs and a contract ("**Contract**") is formed only when the Company accepts the order.
- 1.2 The following terms shall be deemed to be incorporated into the Contract. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer at any time shall have no effect.
- 1.3 Any variation of the Contract must be confirmed in writing by the Company.
- 1.4 The Company's quotations are not binding on the Company. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

### 2. PRICE AND TERMS OF PAYMENT

- 2.1 The Company reserves the right to amend prices quoted on its price list at any time and the price payable for the Goods shall be the ruling price as published in the price list. There shall be added to the price for the Goods any value added tax and any other tax or duty thereon.
- 2.2 Subject to credit being approved, accounts are due for payment by BACS, to be received by our bank on or before the last working day of the month following the month the invoice is dated: otherwise payment must be received by the Company before delivery. Time for payment shall be of the essence.
- 2.3 If the Buyer does not pay upon the date when payment is due the Company shall be entitled to charge interest on the amount outstanding after and before judgment from the date due until payment is made at the rate of 3% above the base rate of National Westminster Bank Plc. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 3. TITLE TO GOODS

- 3.1 The Goods are at the risk of the Buyer from the time of delivery. Title to Goods shall remain with the Company until payment in full (in cash or cleared funds) has been received by the Company for those Goods and of any other monies due from the Buyer to the Company on any account. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company. The Company may, at any time, appropriate sums received from the Buyer as its thinks fit notwithstanding any purported appropriation by the Buyer.
- 3.2 Until title to the Goods passes to the Buyer under condition 3.1 the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee, keep the Goods separately and readily identifiable as the property of the Company, not destroy, deface or obscure any identifying mark on or in relation to the Goods, not attach the Goods to real property without the Company's consent and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.
- 3.3 The Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be effected in the ordinary course of the Buyer's business at full market value and any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale. Goods shall be deemed sold or used in the order delivered to the Buyer.
- 3.4 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer 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 over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer 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 Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer, or the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade (each an "**Insolvency Event**"), or any event analogous to an Insolvency Event occurs in respect of the Buyer in any jurisdiction in which it is situate, or the Buyer encumbers or in any way charges any of the Goods.
- 3.5 The Buyer grants the Company, 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 Buyer's right to possession has terminated, to recover them.
- 3.6 At any time before title to the Goods passes to the Buyer (whether or not any payment to the Company is then overdue or the Buyer is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights) retake possession of all or any part of the Goods or require delivery up to it of all or part of the Goods.

### 4. DELIVERY

- 4.1 Dates for delivery of the Goods are approximate only and unless otherwise expressly stated time is not of the essence for delivery or performance. Whilst the Company will do its utmost to keep any stated despatch or delivery date it will not be liable in any circumstances for the consequences of any delay in delivery.
- 4.2 The Company shall not be liable for delay in delivery or failure to make delivery of any Goods due to circumstances beyond its control including but not without prejudice to the generality of the foregoing war, riot, rebellion, revolution, strikes, lockouts, breakdown of plant, failure of any supplier to provide goods to the Company, act of government or other laws, regulations, rules or decrees.
- 4.3 Any liability of the Company 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.
- 4.5 Notification of non-delivery of any Goods must be made to the Company within seven days of the date of despatch and any complaints relating to defects which would be immediately apparent on inspection must be lodged with the Company in writing within three days of receipt of the Goods.

### 5. LIABILITY

- 5.1 If the Company is asked for advice as to the suitability of any product such advice will be given to the best of the Company's or its officers' ability and in good faith but such advice is only given on the express condition that the Company is exempt from liability for failure in performance resulting directly or indirectly from such advice.
  - 5.2 If within 12 months after delivery a material defect in the Goods shall be discovered and the Buyer notifies the Company within 14 days after discovery of such defect giving particulars and either at its own expense and risk returns the Goods to the Company or (at the Company's sole option) permits the Company to collect or to inspect the same, the Company warrants that it will (at the Company's choice) either repair or replace any Goods which are accepted by the Company as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Company in respect of the Goods.
  - 5.3 The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law to any other claim in respect of the Goods or any workmanship in relation to them (whether or not involving negligence on the part of the Company) shall, in all cases, be limited to the repair or replacement of the Goods or as aforesaid.
  - 5.4 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.
  - 5.5 Subject to condition 5.4 the Company'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 the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, 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.
  - 5.6 The Company's liability applies only to defects appearing before the Buyer makes any modification or alteration to the goods and whilst the Goods are being properly used or stored and in particular (but without limitation) the Company shall not be liable in the case of defects arising from normal deterioration or improper or faulty handling by the Buyer.
  - 5.7 A claim in respect of any Order or any part of it shall not entitle the Buyer to cancel or refuse delivery of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.
  - 5.8 In the event that any customer of the Buyer shall submit a claim (other than the return of defective or faulty Goods as referred to above) relating to Goods supplied by the Company the Buyer shall forthwith notify the Company of such claim and shall not settle such claim without prior reference of the matter and agreement of such settlement by the Company.
- ### 6. TERMINATION
- If any Insolvency Event occurs in respect of the Buyer, or any event analogous to an Insolvency Event occurs in respect of the Buyer in any jurisdiction in which it is situate, or if the Buyer shall commit any breach of any part of the Contract, the Company may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the Contract immediately.

### 7. GENERAL

- 7.1 All technical data in the Company's catalogue is subject to modification or correction without notice. Typographical and clerical errors in any material or sales documentation issued or published by the Company are subject to correction.
- 7.2 The invalidity, illegibility or unenforceability of any provision of these conditions shall not affect the other conditions.
- 7.3 A person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 7.4 The Contract between the Company and the Buyer shall be deemed to have been made in England and shall be governed in all respects under the provisions of English Law. The parties hereto submit themselves to the non-exclusive jurisdiction of the English court