

Definitions**Buyer**

Means the person who buys or agrees to buy the goods from the Seller

Conditions

Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller

Delivery Date

Means the date specified by the Seller when the goods are to be delivered

Goods

Means the articles which the buyer agrees to buy from the Seller

Price

Means the price for the Goods

Seller

Means Wavelength Electronics Limited

1 Applicable Conditions

1.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation or order of similar documents.

1.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions

1.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyers acceptance of these conditions

1.4 Any variation to these Conditions shall be inapplicable unless agreed in writing by the Seller

2 Price and Payment

2.1 The price of the Goods shall be the Sellers quoted price and shall be binding upon the Seller provided the Buyer shall accept the Sellers quotation in 30 days. The Seller may give notice to the Buyer at any time up to 10 Working Days before delivery increase the Price of the Goods to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Seller (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs of the Seller or the Seller's suppliers). Provided that the Buyer may cancel this contract within 10 Working Days of any such notice from the Seller. The Price is exclusive of VAT which will be due at the rate ruling on the date of the Seller's invoice.

2.2 Payment of the Price and VAT shall be due on the last working day of the month following the end of the month in which the Goods are delivered subject to credit account approval. If notified by the Seller in writing prior to the acceptance of the Seller's quotation the Seller may require full or part payment of the price by the Buyer before the Goods are delivered.

2.3 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment at the rate determined by the provisions of the Commercial Debts (Interest) Act 1998 and shall accrue at such rate after as well as before any judgement

2.4 If the Buyer fails to make any payment on the due date then without prejudice to any of the Sellers other rights the Seller may

2.5 suspend or cancel deliveries of any articles due to the Buyer and/or

2.6 appropriate any payment made by the Buyer to such of the Goods or (Goods supplied under any other contract with the Buyer) as the Seller may in his sole discretion think fit

2.7 The buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any other reason whatsoever

3 The Goods

3.1 Where the sale is a sale by description the Goods shall be supplied in accordance with the description contained in the Sellers order

3.2 Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that

3.3 Such discrepancy in quantity shall not exceed 5%

3.4 The Price shall be adjusted pro rata to the discrepancy

4. Warranties and Liabilities

4.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. All other warranties conditions or terms relating to fitness for purpose, suitable quality or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

4.2 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller that exceed the Price of the Goods

4.3. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages Under no circumstances shall a liability of the Seller that exceed the Price of the Goods

4.4. All warranties and conditions whether implied by statute or otherwise are excluded from the contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as a consumer

4.5. Where the Goods are supplied to the order of the Buyer no liability is accepted for their fitness for any particular purpose

4.6. Without prejudice to the provisions of clause 4.5 above Goods are only recommended for approved uses.

5. Delivery of the Goods

5.1 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all

5.2 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept the delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months of the Delivery Date

5.3 The goods shall be delivered to the Buyer at the Sellers address. The risk in the Goods shall pass to the Buyer upon such delivery taking place but not to the title (refer clause 7)

5.4 The Seller may deliver the Goods by separate instalments in accordance with an agreed delivery schedule. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this contract of sale.

5.5 The failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Seller at the sole option of the Seller without notice to suspend further deliveries of the goods pending payment by the Buyer, and/or to treat this contract as repudiated by the Buyer

6 Acceptance of the Goods

6.1 The buyer shall inspect the Goods on delivery and shall within 5 days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.

6.2 The Buyer shall notify the Seller of any non delivery of consignment within seven days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Seller of any such notice a clear signature on the carriers delivery advice sheet shall be deemed to signify receipt of the consignment indicated on the advice sheet.

6.3 If the Goods are not in accordance with the contract for any reason the Buyers sole remedy shall be limited to the Seller making good any shortage by replacing any such Goods or, if the seller shall elect by refunding a proportionate part of the Price.

7 Title and Risk

7.1 The Goods shall be at the Buyers risk as from delivery.

7.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:

7.21 the Buyer shall have paid the Price plus VAT in full: and

7.22 no other sums whatever shall be due from the Buyer to the Seller.

7.3 Until property in the Goods passes to the Buyer in accordance with clause 7.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as Sellers property.

7.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyers business at full market value for the account of the Seller any such sale or dealing shall be a sale or use of the Sellers property by the Buyer on the Buyers own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material times identified as the Sellers money.

7.5 The Seller shall be entitled to recover the Price (Plus VAT) notwithstanding that the property in any of the Goods has not passed from the seller.

7.6 Until such time as title in the Goods passes from the Seller to the Buyer the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or been sold to the Seller. If the Buyer fails to do so the Seller

may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 5.3 shall cease.

7.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness of any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

7.8 The Buyer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable

7.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable

8 Remedies of Buyer

8.1 Where the Buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of those goods.

8.2 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

9. Cancellation

9.1 The Seller may cancel this contract at any time before the goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

9.2 Not with standing clause 9.1, any orders accepted by the Seller from the Buyer against quotes which have specifically stated Non Recurring Engineering (NRE). All NRE charges will be non returnable unless cancelled at the manufacturers discretion.

10. Law of Contract

This Contract is subject to the Law of England and Wales