

# Terms and Conditions of Trade

As of April 2017

**THESE TERMS AND CONDITIONS SUPERCEDE ANY TERMS AND CONDITIONS THAT ARE ATTACHED OR PART OF ANY ORDER FORM OR PURCHASE ORDER UNLESS SPECIFICALLY ALLOWED OR SUPERCEDED BY WRITTEN CONTRACT WITH FULHAM LIGHTING COMPANY LIMITED (FORMERLY CONTROL NETWORK SOLUTIONS LTD) (SELLER). ALL ORDERS ARE SUBJECT TO THESE TERMS AND CONDITIONS UNLESS THERE IS A WRITTEN CONTRACT BETWEEN BUYER AND SELLER, IN A FORM ACCEPTABLE TO THE SELLER, INCORPORATING THE TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASE ORDERS.**

## 1. INTERPRETATION

1.1 In these Conditions: Buyer means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

Conditions means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

Contract means the contract for the purchase and sale of the Goods incorporating the Conditions;

Goods means the goods and services (including any instalment of the goods and services or any parts of them) which the Seller is to supply in accordance with these Conditions;

Incoterms means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail; Intellectual Property Rights means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, know-how, confidential information, trade secrets, trade or business names and any other similar protected rights in any country;

Seller means Control Network Solutions Ltd. (registered in England under number 3168401 or any of its subsidiaries with whom the Buyer enters into or proposes to enter into a Contract);

Writing includes telex, cable, facsimile transmission and comparable means of communication but excludes electronic mail.

1.2 In these Conditions: Words importing the singular number shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa and references to the whole shall include the part and vice versa.

## 2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller (whether orally or in writing), subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 Unless otherwise agreed in writing these Conditions shall prevail over any inconsistent term implied by law or

- by trade custom, practice or course of dealing and any such inconsistent terms are hereby expressly excluded.
- 2.3 No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller. At the request of either party the other party will verify whether any named individual has the requisite authority.
- 2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods including but without prejudice to the generality of the foregoing the fitness of the Goods for a particular purpose of the Buyer or their compatibility with any other products unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6 It shall be the Buyer's responsibility to ensure that the Goods correspond and conform with the requirements of any statute or regulation from time to time in force and affecting the manner in which the Buyer carries on their business or uses the Goods or with practices carried on by prudent persons carrying on the same or similar business as the Buyer. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3. **ORDERS AND SPECIFICATIONS**

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.3 Minimum pack quantities or order value for the Goods are set out in the Seller's price lists and certain items may only be ordered in minimum quantities for prices advertised.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any Intellectual Property Rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. In any event a minimum restocking charge of 30% of original invoice value shall apply.

### 4. **PRICE OF THE GOODS**

- 4.1 The price of the Goods shall be the price in British Pounds Sterling prevailing for the Goods specifically quoted or listed in the Seller's published price list current at the date of delivery of the Goods or in the case of delivery of the Goods by instalment, current at the date of delivery of each instalment unless specifically agreed in writing by the Seller and the Buyer at the date of acceptance of the Buyer's order for the Goods that the price of the Goods shall be a fixed price.
- 4.2 Where the price for the Goods has been agreed to be a fixed price in accordance with Condition 4.1 the Seller reserves the right by giving notice to the Buyer at any time up to delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in the delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 4.3 Except as otherwise agreed in writing between the Seller and the Buyer or under Condition 4.5 the price of the Goods excludes packaging, insurance and transport.
- 4.4 If the Seller agrees to package or deliver the Goods otherwise than in accordance with the Seller's usual form of packaging or method of delivery, the Buyer shall be liable to pay the Seller additional charges for such packaging, delivery and insurance.
- 4.5 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller.
- 4.6 The Seller reserves the right to charge a Small Value Order charge on orders of less than £100 or such other small value order limit ruling from time to time and/or not to apply its normal trade discounts to any Small Value Order.
- 4.7 Quoted costs for Engineering Services are exclusive of travelling and subsistence expenses which will be charged separately at cost plus 10%.

**5. TERMS OF PAYMENT**

- 5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
  - 5.1.1 In the case where shipments are made outside of the United Kingdom the Buyer will also be responsible for all Bank charges incurred.
- 5.2 The terms of payment shall be:
  - 5.2.1 in the case of Goods delivered in the United Kingdom, within 30 days from the last date of the month in which the Seller's invoice was issued, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request;
  - 5.2.2 in the case of export sales, in accordance with Conditions 12.5 and 12.6 hereof.
- 5.3 If the Buyer fails to make any payment on the due date then the whole of the balance of the price of the Goods then outstanding shall become due and payable forthwith and, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
  - 5.3.1 cancel the Contract or suspend any further deliveries of Goods (whether in transit or ordered under the same contract or not) to the Buyer;
  - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
  - 5.3.3 charge the Buyer interest (both before and after judgement) on the amount outstanding, at the rate of 4 per cent per annum above the base rate of Lloyds TSB PLC (or such other London clearing bank as the Seller may nominate) from time to time, from the due date until payment in full is made;
  - 5.3.4 make a storage charge for any undelivered Goods at its rates current from time to time;
  - 5.3.5 a general lieu on all Goods and property belonging to the Buyer and such lieu shall be exercisable in respect of all sums lawfully due from the Buyer to the Seller; and the Company shall be entitled on the expiration of 14 days' notice in writing to dispose of such Goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 5.4 No deduction shall be made by the Buyer in respect of any set-off or counterclaim howsoever arising.

**6. DELIVERY**

- 6.1 Delivery of the Goods shall be made either by dispatch of the Goods by the Seller to the Buyer's premises or such other place for delivery as is agreed by the Seller or if the Buyer is to collect the Goods from the Seller's premises by the Seller's notification to the Buyer that the Goods are ready for collection.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Seller reserves the right at its sole discretion to make partial deliveries of the Goods and each part so delivered shall, for the purposes of payment, be deemed to be a separate contract and may be invoiced separately. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

- 6.3 Where no date has been specified for delivery of Goods the Buyer shall give the Seller all necessary instructions and authorities and generally make all necessary arrangements so that delivery may take place within 14 days after the Seller has notified the Buyer that the Goods are ready for delivery.
- 6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery or within 14 days after notification under Condition 6.3 (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage;
- 6.5.2 or treat the Contract as repudiated and terminate the Contract with immediate effect and sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.6 Subject to Condition 8 or unless required to do so by any other of the Conditions the Buyer may not return the Goods or any part of the Goods to the Seller after delivery unless the Seller specifically agrees in writing to their return and in which case the Buyer shall be liable to pay the Seller a Re-Stocking Charge.

## 7. **RISK AND PROPERTY**

- 7.1 Risk in the Goods shall pass to the Buyer on delivery to the Buyer or immediately prior to loading where the Goods are being collected by the Buyer from the Seller's premises or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price and all other sums then due to the Seller.
- 7.3 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and Third parties and properly stored, protected and insured and identified as the Seller's property. The Seller shall be entitled to enter the Buyer's premises upon reasonable notice to verify the Buyer's compliance with this condition.
- 7.4 The Buyer shall be entitled to resell the Goods or the new goods at the best price obtainable or use the Goods and the new goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods or the new goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer or third parties and, in the case of tangible proceeds, properly stored, protected and 'insured.
- 7.5 Upon any sale of the new goods, then if the proceeds of sale exceed the Price or the balance of the Price of the Goods due to the Seller from the Buyer, the Seller shall apply the balance of the proceeds of sale as follows:
- 7.5.1 first, reimbursing the Seller the cost and expense of the taking of possession and sale of the new Goods and any damages which the Seller has suffered as a result of any repudiation of the contract by the Buyer; and
- 7.5.2 secondly, paying any sums due and owing to the creditors of the Buyer in respect of other items used in connection with the manufacture of the new goods where the property in such items has remained vested in such other creditor by reason of effective reservation of title clause and the claims of such other creditor pursuant to such reservation of title clauses have been certified to the Seller by the Buyer or its liquidator, creditor or receiver by such other creditors.

Until the property in the Goods or the new goods passes to the Buyer (and provided the Goods or the new goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods or the new goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods or the new goods are stored and repossess the Goods or the new goods and to withhold delivery of any undelivered Goods and stop any Goods in transit.

## 8. **WARRANTIES AND LIABILITY**

- 8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months for Hardware from date of delivery or in the case of Software for a period 90 days from the date of delivery.

- 8.2 The above warranty is given by the Seller subject to the following conditions:
- 8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products;
- 8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or third party to the Seller.
- 8.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall at their option be entitled to repair or replace the Goods free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of the Seller's obligations under the Contract where such delay or failure is due to any cause beyond the Seller's reasonable control and the Seller shall be entitled to a reasonable extension of time for performing such obligations. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery, material breach of Contract or other default of the Seller's suppliers or sub-contractors.
- 8.8 Specifically there can be no assurance whatsoever that Goods supplied to operate with a control system based upon the Tridium Niagara Framework and related software (comprised of hardware, software or Licensed Materials) will protect Buyer, its customers, or any individual or his, her or their respective property from harm. Appropriate safety precautions must always be taken when operating or maintaining equipment connected to the Niagara Framework. Seller assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by Buyer or its customers of Goods for use with the Niagara Framework. Further, Buyer additionally represents and warrants that it shall take all appropriate precautions, establish appropriate procedures and post appropriate notices to ensure that persons and property are not harmed in the event of an error malfunction or unexpected operation of Goods supplied to operate with the Niagara Framework. Unless Seller has provided its express written consent, neither the Hardware nor Licensed Materials may be, and Buyer shall make reasonable business efforts to ensure that they are not, used in any application in which the failure of the Hardware and/or Licensed Materials could lead to death, personal injury or severe physical or property damage (collectively, "High-Risk Applications") including but not limited to the operation of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic

control, weapon systems and direct life support machines. Seller expressly disclaims any express or implied warranty or condition of fitness for High-Risk Applications.

- 8.9 **Disclaimer of Software Warranty.** SELLER LICENSES ANY GOODS TO OPERATE WITH THE TRIDIUM NIAGARA FRAMEWORK "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SELLER SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, OR ITS AGENTS OR EMPLOYEES SHALL CREATE OR FORM THE BASIS OF ANY WARRANTY OF ANY KIND.

9. **END USER LICENSE AGREEMENT**

- 9.1 Use of the Licensed Materials by a Purchaser or Purchaser's customer is governed by the terms of a separate end user agreement included in all copies of Licensed Materials. The end user license agreement must be entered into before running Goods.

10. **INDEMNITY**

10.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the Intellectual Property Rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

10.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;

10.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations

10.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

10.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

- 10.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller, for all damages and costs (if any) awarded in favour of the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Condition.

- 10.2 If any claim of whatsoever nature is made against the Seller by any other person as a result of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) or any statutory, regulatory or industry requirement or guideline, misuse, alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with the claim.

11. **INSOLVENCY OF BUYER**

- 11.1 This Condition applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or partnership) becomes bankrupt or is dissolved or (being a company) goes into liquidation; or

11.1.2 an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of the Buyer or of or over any of its property or assets; or

11.1.3 any judgement is obtained against the Buyer or any distress or execution is levied on any premises owned or occupied by the Buyer; or

11.1.4 the Buyer ceases, or threatens to cease, to carry on business; or -

11.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

- 11.2 If this Condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**12. EXPORT TERMS**

- 12.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 12.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 12.3 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered f.o.b. at the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 12.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 12.5 For EU (European Union) based Buyers one off shipments of £1,000.00 GBP exclusive of delivery and taxes or less will be by payment to the Sellers account prior to shipment. At the Sellers discretion a regular trading account maybe set up subject to a satisfactory credit limit being established by the Seller and minimum annual business of 10,000 GBP exclusive of delivery and taxes..
- 12.6 Outside of the EU payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller or if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 30 days after sight to the order of the Seller at such branch of Lloyds TSB Plc in England as may be specified in the bill of exchange.
- At the Sellers discretion a regular trading account maybe set up subject to a satisfactory credit limit being established by the Seller and minimum annual business of 10,000 GBP exclusive of delivery and taxes..
- The Seller may vary these terms from time to time and be notified to the Buyer in writing.
- The Buyer shall pay the price for the Goods in pounds sterling unless otherwise agreed in writing.

**13. INTELLECTUAL PROPERTY**

- 13.1 Unless otherwise agreed in writing with the Seller the Seller shall retain the exclusive property and reserve the copyright in all documents supplied or produced to the Buyer in connection with the Contract and it shall be a condition of such supply or production that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without the prior consent of the Seller in writing.
- 13.2 The Intellectual Property Rights in or relating to the Goods shall (subject to any existing rights of any third party in any design or invention incorporated or used in the design of the Goods) remain exclusively the property of the Seller and neither the Buyer nor any agent contractor or other person authorised by the Buyer shall at any time make any unauthorised use thereof.

**14. GENERAL**

- 14.1 The Seller in the UK is Control Network Solutions Limited and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.
- 14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and may be given either personally or by first class post, telex or facsimile transmission addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notice given in person or by telex or facsimile transmission shall be deemed to be served immediately.
- 14.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.5 The Contract shall be governed by and construed in accordance with the laws of England and the Buyer and the Seller hereby submit to the exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in connection with the Contract.

- 14.6 The Buyer shall not be entitled to assign or otherwise transfer the Contract or any of its rights or obligations thereunder without the prior consent in writing of the Seller.