

# Standard Terms and Conditions of Sale of OMNIA (CS) LTD.

- Interpretation**
  - In these conditions:-
    - "Company" Omnia Group Limited (registered in England and Wales under number 3259776);
    - "Conditions" 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 Customer and the Company;
    - "Contract" the contract for the purchase and sale of the Goods;
    - "Customer" the person whose order for the Goods is accepted by the Company;
    - "Goods" the goods (including any instalment of the goods or any parts of them) and the Tools to the extent that the context of these Conditions permit which the Company is to supply in accordance with these Conditions and as described on the face hereof;
    - "Tools" any tools, moulds and production aids of whatever nature made or procured by the Company for the manufacture or Goods to be supplied to the Customer under the Contract or any other contract between the Company and the Customer;
    - "Writing" includes telex, cable, facsimile, transmission and comparable means of communication.
  - Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted at the relevant time.
  - The headings in these Conditions are for convenience only and shall not affect their interpretation.
- Parties**
  - The parties to these Conditions are the Company and the Customer. All transactions as between the Customer and the Customer are as between principal and principal and are subject to the following express conditions.
- Basis of Sale**
  - The Company shall sell and the Customer shall purchase the Goods in accordance with any order or the Contract and the terms of these Conditions permit which the Company shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made, by the Customer.
  - No variation exclusion or alteration to these Conditions shall be binding unless such variation exclusion or alteration is agreed in writing between the Company and the representatives of the Customer and the Company and signed by the parties to be bound.
  - The Company's employees or agents are not authorised to make any legally binding representations concerning the Goods or otherwise unless confirmed to the Customer by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.
  - Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
  - All illustrations, drawings, particulars of weights and dimensions and general descriptions accompanying any tender or quotation from the Company or contained in the Company's price lists, advertisements or other literature or otherwise provided to the Customer are for general guidance only and shall not be binding on the Company and are only approximate indications of the type, weight, size or colour of goods quoted for and sales of such goods shall not be by reference thereto. Any typographical, clerical or other error or omission in any sales literature, tender or quotation, price list, copy of any invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
  - The Goods are inspected by the Company and where practicable, submitted to the Company's standard tests at the Company's works before delivery. If any tests which are not specified in the Company's quotation or tender are required (whether in the Customers presence or that of its representative or not), the costs thereof will be charged to the Customer in addition to the price of the Goods.
  - Unless expressly stated in Writing in the acceptance of the order for the Goods title and legal ownership of the Tools shall at all times remain vested in the Company and shall not, in any circumstances whatsoever pass to the Customer.
- Orders and specifications**
  - No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative and all quotations or tenders made and price or product lists supplied by the Company shall be treated as invitations to treat only.
  - The Company reserves the right to accept or refuse orders. The Company also reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of the Customer's commitments with the Company not being met. The Company reserves the right to modify or negotiate orders in the event of changes in HM Government's trade policy pertaining to imports, tariffs, surcharges, pound sterling exchange rate fluctuations and other conditions affecting the charges, quotes or procedures the Company is obliged to follow in the delivery of the Goods. In the event of the aforementioned circumstances then the Customer shall be liable to indemnify the Company against all loss, costs (including the cost of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the orders and the cancellation thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).
  - The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification), submitted by the Customer, and for ensuring the Company is notified of any necessary changes to the order in sufficient time to enable the Company to perform the Contract in accordance with its terms.
  - The quantity, quality and description of and any specification for the Goods shall be those set out in the Customer's order (if accepted by the Company).
  - If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
  - The Company 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 where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
  - No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of all the Company and on terms that the Customer shall indemnify the Company for any necessary loss (including the cost of all labour and materials used) damages, charges and expenses incurred by the Company as a result of cancellation.
- Carriage and Packaging**
  - Unless expressly stated in Writing by the Company in the Company's written acceptance of the order, any freight or charges for the Goods shall be for the Customer's benefit and the Customer agrees in Writing to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
  - Unless expressly stated in Writing by the Company the packaging of the Goods is at the sole discretion of the Company who shall have the right to pack the Goods in such manner and with such materials as it thinks fit.
  - Unless expressly stated in Writing by the Company all samples, packing cases, skids, drums and any other packing materials of whatever nature must be returned to the Company's works at the expense of the Customer in good condition within one month of the date of delivery. If the samples and/or packing cases are not so returned by the Customer the Company the cost thereof will be charged to the Customer in addition to the price of the Goods.
- Price of the goods**
  - The price of the Goods shall be the price specified on the Company's written acceptance of the order. All prices quoted (if any) are valid for the number of days specified in the quotation or tender or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer. For the avoidance of doubt if no such period is specified the price quoted will be valid for 30 days.
  - The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any fluctuation in exchange, fluctuation in currency rates, or any significant increase in the costs of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any other cause of loss or damage to the Customer or failure of the Customer to give the Company adequate information or instructions.
  - The price is exclusive of any applicable value added tax or any other taxes from time to time in force, which the Customer shall be additionally liable to pay to the Company.
- Terms of payment**
  - Subject to any special terms agreed in Writing between the Customer and the Company, the Goods shall be entitled to invoice the Customer and the Company at the Company's premises at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the may be) the Company has tendered delivery of the Goods.
  - Unless expressly stated in Writing by the Company, the Customer shall pay the price of the Goods within 15 days of the date of the Company's invoice, notwithstanding that delivery may be made on credit or under any other contract between the customer and the Company. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
  - If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-
    - cancel the contract or suspend any further deliveries to the Customer;
    - appropriate any payment made by the Customer to such of the Goods or (the goods subject to) under any other contract between the customer and the Company as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
    - change the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent, per annum above The National Westminster Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculation).
  - The Company reserves the right at any time to revoke any credit extended to the Customer and cause the Customer's failure to pay for any goods when due or for any other reason deemed good and sufficient by the Company, and in such event all subsequent shipments will be paid for on delivery. In the event that the Customer exercises any rights it may have to return Goods in transit because of the Customer's failure to pay for the Goods, it is its option to resell such Goods at public or private sale without notice to the Customer and without affecting the Company's rights to hold the Customer liable for any loss or damage caused by the Customer's breach. Without prejudice to any other remedies that the Company may have hereunder and in particular without affecting the generality of the foregoing in addition to any general lien the Company is to be entitled to a lien on all goods in the possession of the Customer's premises or any other premises of the Customer (wholly or in part) in satisfaction of the whole or part (as the case may be) of the unpaid price of any other goods sold and delivered to the Customer under the same or any other contract and in respect of which the Customer may be in default.
  - If the recovery of any sums outstanding from the Customer to the Company is passed to a debt collection agency, the Customer shall indemnify the Company in respect of an indemnity basis in instructing the said debt collection agency and all legal and other costs ancillary thereto.
- Delivery**
  - Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place. In the event that the Customer wrongfully fails to take delivery of the Goods for whatever reason the Company will be deemed to have tendered delivery of the goods upon notification to the Customer that the Goods are ready for collection at the Company's premises.
  - The Customer shall upon delivery examine the goods and shall promptly (but in any event not later than 48 hours of the date of delivery) notify the Company in writing of any damage, defect or shortage. In default of such written notification the Company shall be deemed conclusively to have properly performed its obligations under the Contract.
  - The Company shall not accept any responsibility whatsoever for the loading of the Goods on to the Customers vehicle or for clearing the Goods for export or delivery.
  - Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall be of the essence of the Contract and the Company's liability for loss of or damage to the Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
  - Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions of any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
  - If the Company is unable to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the replacement of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
  - If the Customer fails to take delivery of the Goods within 14 days from receiving notification under condition 8.1 hereof or if the Company has agreed in Writing to deliver the Goods to the Customer and the Customer fails to take delivery (whether for loss of or damage to the Goods or for any other reason) the time shall be deemed to have expired and the Customer shall be deemed to have accepted the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:-
    - store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance of) and/or
    - sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess
- over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- The Company reserves the right to withhold delivery of Goods to the Customer at any time when the Customer is in arrears or upon delivery would exceed any credit limit with the Company either in relation to such Goods or otherwise.
- A delivery or collection note signed by or on behalf of the Customer or the Customer's customer or the duly authorised agent of either, of them is deemed to be absolute evidence of delivery or collection of the Goods specified therein.
- Risk and property**
  - The Customer acknowledges that before entering into the Contract for the purchase of the Goods from the Company, it has expressly represented and warranted to the Company that it is not insolvent and there are no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver or entitle any person to petition for its winding up or exercise any other right over or against the customer or it's assets.
  - Notwithstanding delivery and the passing of risk, legal ownership of the Goods shall not pass from the Company to the Customer until the Company has received payment in full of the price of the Goods. Furthermore title in the Goods shall remain vested in the Company and shall not pass to the Customer unless and until the full price of any other delivered goods the subject of any other business transaction between the Customer and the Company has been paid in full either by way of cash or cleared funds.
  - Risk of damage to or loss of the Goods shall pass to the Customer:
    - 9.3.1 In the case of Goods to be delivered at the Company's premises, at the time when the Customer notifies the Customer that the Goods are available for collection; or
    - 9.3.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time when the Customer wrongfully fails to take delivery of the Goods, the time when the Company has deemed to have tendered delivery of the Goods.
  - Until such time as the ownership in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods properly protected and insured and identified as the Company's property.
  - Until such time as the legal ownership in the Goods passes to the Customer, the Company shall retain the legal ownership in the Goods and the Customer shall not be deemed to have the Goods as held (as the case may be) and remove the Goods therefrom and the Customer permits the Company access to the said premises to go so. The Customer shall indemnify the Company for any loss or damage to the Company's premises, costs or expenses so arising including in particular, without limitation, loss, damage, costs or expenses in respect of third party claims.
  - The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so, the Customer shall be deemed to have authorised the Company to do so to the extent necessary to protect the Company's interest in the Goods, without prejudice to any other right or remedy of the Company) forthwith become due and payable.
  - The Customer may attach or fix the Goods to other property belonging to the Customer, but provided that the Goods may be removed without causing damage (other than superficial damage) to the property of the Customer such attaching or fixing shall not affect the ownership of the Goods.
  - In the event that the price for the Goods is not paid by the due date the Customer shall at its absolute discretion at liberty to recover the Goods or maintain an action for the price of the Goods and/or damages.
  - No provision of these Conditions shall prejudice the Company's rights to exercise any alternate remedies whatsoever in default of payment by the Customer or any other breach of contract.
  - Each of the preceding clauses shall be construed and take effect separately and in the event of one or more of such clauses being ineffectual this shall not affect the validity of the remaining clauses.
- Warranties and liability**
  - Subject to the conditions set out below the Company warrants that it will use its reasonable endeavours to ensure that the Goods will correspond with their specification at the time of delivery and will be free from damage, negligence, abnormal working conditions, failure to follow the Customer's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval.
  - The Company shall not be liable under the above warranty (or any other warranty, condition or guarantee) if the total price of goods has not been paid by the due date for payment.
  - The above warranty does not extend to parts, materials or equipment not manufactured by the Company by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
  - Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
  - Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Consumer are not affected by these Conditions.
  - Any claim by the Customer 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 Customer) be time barred unless the Customer gives notice of the claim (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 Customer does not give notice of the claim (or where the defect or failure was not apparent on reasonable inspection) the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
  - 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 Company in accordance with these Conditions, the Company will not be liable to the Customer to any consequential loss howsoever caused and the Company shall be entitled to replace the Goods or to repair or alter the Goods at the Company's sole discretion, refund to the Customer the price of the Goods for a proportionate part of the price, but the Company shall have no further liability to the Customer. In any event the Company shall not be liable for any liability whatsoever in respect of any defect in Goods after a period of twelve calendar months from the date of delivery of the said Goods.
  - Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation of any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss or damage (whether for loss of profit or otherwise) or for any costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which are not directly caused by the negligence of the Company or their use or resale by the Customer, except as expressly provided in these Conditions.
  - The Company shall not be liable or held responsible for any damages, costs, charges or expenses awarded against or any liabilities incurred by the Customer arising out of any infringement of any patent belonging to third parties.
- All Goods must be stored by the Customer in suitable conditions and the Company will not be liable to the Customer for any defects brought about by the Customer storing the Goods in unsuitable conditions or arising from the fitting or installation of such Goods.
- Goods supplied to the Customer may not be returned without the Company's consent in Writing. The Company reserves the right to refuse Goods so returned.
- The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control (whether involving the Company directly or a third party contracted to provide services necessary for the provision of the Goods):
  - 10.11.1 act of God, explosion, flood, tempest, fire or accident;
  - 10.11.2 strikes, lock-outs or other industrial actions or disturbances or requisition;
  - 10.11.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 10.11.4 import or export regulations or other measures of any kind for the equalisation of currencies;
  - 10.11.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
  - 10.11.6 difficulties in obtaining materials, labour, fuel, parts or machinery;
  - 10.11.7 power failure or breakdown in machinery.
- Insolvency of Buyer**
  - This clause applies if:
    - 11.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or the Customer enters into a voluntary arrangement for the purposes of amalgamation or reconstruction; or
    - 11.1.2 an "enclumberance" takes possession, or a receiver is appointed, of any of the property or assets of the Customer or the Company;
    - 11.1.3 the Customer ceases, or threatens to cease, to carry on business; or
    - 11.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
  - If this clause applies then, without prejudice to any other right or remedy available to the Company, the Customer shall be deemed to have authorised the Company to sell the goods delivered under the Contract without any liability to the Customer, 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.
- Export terms**
  - In 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. Where the Contract contains any such terms, the Incoterms 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.
  - Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall apply to any special terms agreement in Writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.
  - The Customer 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.
  - Unless otherwise agreed in Writing between the Customer and the Company, the Goods shall be delivered to the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(6) of the Sale of Goods Act 1979.
  - The Customer shall be responsible for arranging the testing and inspection of the Goods at the Customer's expense. The Company 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.
  - Payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank in Great Britain acceptable to the Company or, if the Customer has agreed in Writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer payable 90 days after sight to order of the Company at such branch of The National Westminster Bank in Great Britain as may be specified in the bill of exchange.
  - The Customer undertakes not to offer the Goods for resale in any country notified in Writing by the Company to the Customer at or before the time the Customer's order is placed or to sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.
- General**
  - The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group (if any), provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
  - Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing 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.
  - No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver by the Company shall be in writing and shall be subject to the terms and conditions specified by such concession, latitude or waiver and shall not prevent the Company otherwise exercising its full rights under the contract and the Conditions.
  - To the extent of any conflict between these Conditions and any terms and conditions of the Customer either on the Customer's order form or otherwise, the Conditions herein contained shall take precedence. The Company shall not be bound by the Customer's terms and conditions or any of them unless expressly agreed in Writing by a director of the Company.
  - No warranty is given by the Company that the use of the Goods for any purpose does not infringe any British or foreign patents, copyright or other similar intellectual property right.
  - In the event of any breach of the terms of these Conditions by the Company, the Company's liability shall not exceed the price paid by the Customer for the Goods and the Company shall not in any circumstances be liable for any consequential loss or damage.
  - 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.
  - Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Institute of Electrical Engineers.
  - The Contract shall be governed by the laws of England.
- SPECIAL NOTE - PRODUCT LIABILITY AND SAFETY PROVISIONS : CONSUMER PROTECTION ACT 1987**

The Customers attention is drawn to its responsibilities under the Product Liability and Safety Provisions of the Consumer Protection Act 1987. It is the Customers legal duty to inform the user of any hazard associated with any goods it may supply and to provide instructions for their use. Where this requires instructions or labels for products supplied by the Company these shall be provided for in the Customer's corresponding drawings, technical specifications and orders.