



## STANDARD TERMS AND CONDITIONS

### 1. Interpretation

1.1. In these Conditions:

“BUYER” means the person, firm, company, organization or public authority who accepts a quotation or offer of the Seller for the sale of the “GOODS” (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these conditions.

“SELLER” means Robert Langford Limited incorporated under the Companies Acts with Company Number 5084407 and having its registered office at CPC 1, Capital Park, Fulbourn, Cambridge, CB21 5XE.

“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.

“WRITING” includes facsimile transmission, email and comparable terms of communication.

1.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

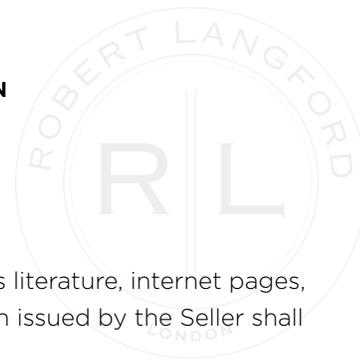
### 2. Basis of Sale

2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order issued by the Seller or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. Any other terms and conditions which seek to override or exclude these Conditions will be disregarded.

2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3. The Seller’s employees or agents are not authorised to make any representations concerning the Goods 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.

2.4. Any advice or recommendations 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.



2.5. Any typographical, clerical or other accidental errors or omissions in any sales literature, internet pages, 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. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) 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.

3.3. The quantity 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).

3.4. 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, damage, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid 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 patent, copyright, design, trade mark or other industrial or 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 statutory or EC 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's 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.

### 4. Price of Goods

4.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2. The Seller reserves the right, by giving notice to the Buyer at any time before 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, significant increase in the costs of labour, materials or other costs of manufacture), any change in 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. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

## 5. Terms of Payment

5.1. Unless otherwise agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on order acceptance by the Seller.

5.2. The Buyer shall pay the price of the Goods upon presentation of the Seller's invoice, and the Seller shall be entitled to recover the price, 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.

5.3. If the Buyer fails to make any payment on or before the due date then 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 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:

5.3.3. charge the Buyer interest on the amount unpaid, at the rate of 2 per cent per month until payment in full is; and

5.3.4. charge the Buyer a collection/administration charge of 5% of the sum due and all professional fees and outlays reasonably incurred in such collection or attempted collection.

## 6. Delivery

6.1. Delivery of the Goods shall be made by the Seller, by the Seller delivering the Goods to the agreed delivery place.

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 however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing.

6.3. 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 installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4. If the Seller fails to deliver the Goods (or any installment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the cost of similar goods to replace those not delivered.



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 (otherwise than by reason of any cause beyond the Seller's reasonable control or the Buyer'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; or

6.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses accounts to the Buyer for the excess over the price under the Contract) charge the Buyer for any shortfall below the price under the Contract

## **7. Risk and Property**

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at the Buyer's designated premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has rendered 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 of the Goods and all other Goods sold and/or delivered by the Seller to the Buyer for which payment is then due or which have been ordered of delivered.

7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's mercantile agent, and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property, that the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business as a mercantile agent to a third party purchaser (acting in good faith) and in the event as such resale, the Buyer shall hold any monies received in respect thereof in trust for the Seller and such monies shall be paid to the Seller in settlement of all the sums due or to become due to the Seller under the contract.

7.4. Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer and any third party where the Goods are stored and repossess the Goods.

7.5. The Buyer 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 Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## **8. Warranties and liability**

8.1. Subject to the conditions set out below the Seller warrants that at the time of delivery the Goods will (a) correspond with their specification; (b) be free from defects in design, material and workmanship; (c) be of satisfactory quality; and (d) be fit for the normal purpose for which they are manufactured.



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 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, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval;

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 to the Seller.

8.3. Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), 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 30 days (excluding Sundays) 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 be entitled to replace the goods (or the part in question) 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. The Buyer shall at the Seller's option either return the goods (by such means as the Seller shall direct) which are subject to any competent claim under this Condition 8 or make them available for inspection by a representative of the Seller. If the claim is accepted following an inspection on return or at the Buyer's premises the Seller will satisfy the claim in accordance with Conditions 8.5 and if the goods have been returned, refunded the Buyer in the reasonable cost of transportation.

8.7. 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 (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for loss of profit, loss or deferment of revenue or income, loss or anticipated loss of or failure to obtain any contract or other business opportunity, loss associated with business interruption or increased cost of working or otherwise),



costs, expenses or other claims for compensation whatsoever (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, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the goods, except as expressly provided in these conditions.

8.8. The Seller shall not be liable to the Buyer or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligation in relation to the goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control.

8.8.1. act of God, explosion, flood, tempest, fire or accident;

8.8.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.8.3. acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;

8.8.4. import of export regulations or embargoes;

8.8.5. strikes, look-outs or other industrial actions or trade disputes (whether involving employees of the Seller, the Buyer or of a third party);

8.8.6. difficulties in obtaining raw materials, labour, fuel. Parts of machinery;

8.8.7. power failure or breakdown in machinery.

## 9. Indemnity

9.1. If any claim is made against the Buyer that the Goods infringe or that their use or resale infringe the patent copyright design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing design or specification supplies to the Buyer, 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:

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

9.1.2. the buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

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

9.1.4. the Buyer shall do nothing which would or might vitiate any policy of 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):



9.1.5. 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 which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

9.1.6. without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require 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 cause.

## 10. Insolvency of Buyer

10.1. This clause applies if:

10.1.1. The Buyer makes any voluntary arrangements with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes in liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

10.1.2 .the Buyer ceases or threatens to cease to carry on business; or

10.1.3.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.

10.2. If this clause 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.

## 11. Export Terms

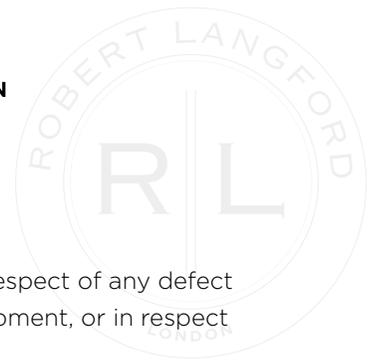
11.1. In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the contract otherwise requires any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in these conditions, but if there us any conflict between the provisions of Incoterms and the Conditions, the latter shall prevail.

11.2. Where the goods are supplied for export from the United Kingdom the provisions of this Condition 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

11.3. The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the goods into the country of destination and for the payment of any duties on them.

11.4. Unless otherwise agreed in writing between the Buyer and the Seller, the goods shall be delivered to 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.

11.5. 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 such 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. General

12.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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.

12.2. 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.

12.3. 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.

12.4. The Contract shall be governed by the laws of England.