

DiagnoSYS Limited

CONDITIONS OF SALE

1. DEFINITIONS. In these conditions 'The Company' means DiagnoSYS Limited; 'Buyer' means the person, firm or company to whom the quotation is addressed or by which the order is placed; 'Equipment' means the test equipment, systems and services supplied and sold by the Company; 'Specifications' means the technical description of the Equipment; 'Order' means the order placed by the Buyer for the supply of the Equipment.

2. GENERAL. These conditions govern all contracts made by the Company for the supply of the Equipment and the services ancillary thereto and shall prevail over any terms and conditions in any other Order, acknowledgement, confirmation of receipt and (in the event of any conflict) in any invoice. The placement of an Order by the Buyer for Equipment shall be deemed acceptance and include acceptance by the Buyer of these conditions which supersedes all previous negotiations and representations. The Company's quotations are not binding.

3. PRICE VARIATIONS. The Company reserves the right to amend quoted prices if before delivery any variation occurs in the manufacturers, freight, insurance or other costs and its statements of amended prices all be conclusive.

4. SUSPENSION AND CANCELLATION. Without prejudice to the Company's legal rights in the event of breach of contract by the Buyer, the Company reserves the right to suspend delivery or as its option cancel the unfulfilled part of the Order in whole or in part, without liability for any loss of damage whatsoever incurred by the Buyer, if the Buyer fails to fulfil any obligation thereunder or if by reason of act of God, war, Government control, storm, fire, tempest, strikes, lockouts, industrial disputes, unavoidable accident or any other circumstances beyond its control the Company is prevented in whole or in part from performing its obligations under the contract. The Buyer may not cancel or amend any Order for Equipment except on payment by the Buyer of all costs incurred by the Company by reason of such cancellation or amendment.

5. DELIVERY DATES. Delivery dates are approximate only and time of delivery shall not be of the essence. However, every endeavour will be made to carry out the Buyer's requirement provided all necessary information is given to the Company at the time the Order is placed. Deliveries ex-stock are subject to the Equipment being unsold at the date of acceptance of the Order. Delivery shall take place when the Equipment is delivered to the Buyer's premises as specified. If the Buyer collects or arranges collection of the Equipment from the Company premises, delivery shall instead take place when the Equipment is loaded on the collection vehicle provided by the Buyer or its agent.

DiagnoSYS Limited

CONDITIONS OF SALE

Page 2

6. DESCRIPTION. No dimension details or statement as the capacity outputs power or otherwise specified in any document or drawing shall apply to the Equipment unless guaranteed by the Company in writing, illustrations, catalogues and brochures shall not form part of any quotation and when supplied are intended to illustrate the type and general description of the Equipment only, and are subject to variation without notices. The Company reserves the right to charge for the preparation of drawings or sketches made for the submission of quotations or the execution of orders.

7. ACCOMMODATION. The Buyer shall at its own risk and expense and not less than seven days before the estimated date of delivery stated in the quotation have prepared and provided all property accommodation and facilities including environmental conditions and suitable operating supplies for the Equipment and its maintenance in accordance with the Company's recommendation.

8. DELIVERY AND TITLE. Each delivery shall be considered as a separate contract and failure of any delivery shall not vitiate the contract as to others. The property of the Equipment the subject of any contract made under these conditions shall remain in the Company until the Buyer has paid in full for such Equipment and all sums otherwise due from the Buyer to the Company. Until such time the Buyer shall hold the Equipment as bailee of the Company and keep the Equipment in a separate location at the Buyer's premises and so marked that it is clearly identifiable as the Company's property and not remove any identifying labels or markings affixed by the Company. For the purpose of the Equipment, the Company may enter upon any premises where the Equipment is situated and may repossess the same.

9. INSURANCE AND OTHER CHARGES. If the Company insures the Equipment at its discretion or at the Buyer's request, the cost may be charged on the invoice as may carriage cases and packing. The Company's liability in respect of the equipment shall be limited to the proceeds of any such insurance subject to deduction of any expenses incurred.

10. LOSS OR DAMAGE. The Company will if requested in writing by the Buyer arrange insurance in transit at the Buyer's cost. In the event of breakages the Buyer shall notify the Company and the carrier concerned within three days of receipt of the Equipment. In case of non-delivery the Buyer shall notify the Company and the Carrier within fourteen days after advice of despatch. Claims for shortages or error must be made within three days of receipt of consignment.

11. STORAGE. When delivery is delayed for reasons attributable to the Buyer or his agents the equipment will be at the Buyer's risk from the date of commencement of such delay and the Company reserves the right to invoice the Equipment at the original delivery date. All storage and other costs incurred by the Company by reason of such delay shall be borne by the Buyer.

DiagnoSYS Limited

CONDITIONS OF SALE

Page 3

12. TESTS. Subject to compliance by the Buyer with Condition 7 above, the Buyer will provide access to the Company for the purpose of installation and commissioning the equipment and carrying out any applicable acceptance procedures as notified to the Buyer prior to the date of such procedures. On completion of the tests demonstrating that the Equipment is operating in accordance with the Specification the Equipment shall be deemed to be accepted.

13. WARRANTY. The Company gives the following warranties in respect of Equipment. The Company will make good at its own expense any defect arising out of faulty workmanship or materials.

- a). in new Equipment within 12 months of the date of acceptance pursuant to Paragraph 12 above.
- b). in repaired Equipment within 90 days of its delivery to the Buyer.

The Company's liability is limited to the foregoing obligations and is subject to the Equipment being run in accordance with the Company's and the manufacturer's specifications and by fully trained operators. Save for liability for death or personal injury arising from the Company's negligence (which if proven is not excluded) the Company's obligation hereunder shall be limited to an option to repair or replace any of the Equipment found within the warranty period to be defective and such repair or replacement shall constitute this full extent of the Company's liability in respect of any loss or damage sustained by the Buyer whether caused by breach of contract, mis-representation or negligence or any other cause, and the Seller shall not be liable for any consequential, economic or direct or indirect loss suffered by the Buyer arising therefrom even if brought to the Company's attention.

14. NON-WARRANTY REPAIRS. Where articles or items of Equipment are sent to the Company for repair or examination the Company shall not be liable for accidental damage. The Company reserves the right to charge for the time involved in preliminary examination of such articles or items if no order for work is placed and accepts no responsibility if they have been the subject of tampering or interference by unauthorised persons.

15. HEALTH AND SAFETY. The Buyer shall be responsible for ensuring that the Equipment and location in which it is situated comply with Health and Safety legislation and obtaining approval thereto from the local Factory inspector. The Buyer shall indemnify the Company against any claim, proceedings, costs, loss, expense, damage or liability suffered by the Company arising directly or indirectly as a result of any failure by the Buyer, its employees or agent to comply with the duties imposed by the said legislation.

DiagnoSYS Limited

CONDITIONS OF SALE

Page 4

16. PAYMENT. The Buyer shall pay for the Equipment against the Company's invoice within fourteen days of the date of such invoice. Interest will be charged on all overdue accounts at 1.5% per month to run from day to day and to accrue after as well as before any judgment. Prices are net and no deductions or discounts are allowed. The Company reserves the right to require satisfactory trade or bankers reference from new Buyers. The Company shall be entitled to sue for the price of the Equipment and all charges hereunder whether or not the property in the Equipment has passed to the Buyer.

17. PATENTS.

a). The Company does not accept liability for any infringement of any patent or the proprietor rights by reason of sale of the Equipment or the publication of information designs and diagrams relating thereto. If any such infringement shall come to the notice of the Company or the Buyer, such party shall immediately notify the other in writing and both parties shall consult together as to any action to be taken and neither shall make any admission or offer of settlement.

b). Each party undertake to maintain the confidentiality of materials, literature, information or knowledge relating to the trade secrets of the other and that relating to the Equipment so long as the same remain outside the public domain.

18. COMPUTER PROGRAMS/LITERATURE. Where the Company supplies programs or sales/technical literature in conjunction with the Equipment such programs and the copyright in them shall remain the exclusive property of the Company and shall not be copied or reproduced in full or in any part by any method nor communicated to any other party nor used otherwise than for the intended purpose without the Company's express written permission. The licence to use such programs does not confer any rights of ownership and the Company does not accept any obligation or liability for any loss or damage caused by the programs or by misuse of or modification to the program content nor any obligation to modify, update or otherwise support these.

19. ASSIGNMENT. The Buyer shall not assign or sub-let the benefit of any contract for the purchase of Equipment without the consent of the Company.

20. TRADE MARKS.

a). The Buyer shall ensure that any trade mark of the Company or other words affixed to or used in relation to the Equipment are not obliterated, obscured or omitted without the Company's prior written consent.

b). The Buyer shall not add, affix or use any additional words or marks to or in relation to the Equipment without the Company's prior written consent.

DiagnoSYS Limited

CONDITIONS OF SALE

Page 5

21. **LAW** The interpretation and construction of these conditions any contract made thereunder shall be in accordance with English law.

22. **MINIMUM ORDER CHARGE** The Company reserves the right to charge a minimum order value of £50.00.