

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS:

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions;
- 1.2 "Customer" means the organization or person who purchases goods and services from The Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "The Supplier" means Vikoma International Limited, Kingston Road, East Cowes, Isle of Wight, PO32 6JS, United Kingdom.
- 1.5 All references to the goods and services are to those goods and services supplied under an order or contract by The Supplier to the Customer and as specified in the letter of quotation or the tender documents forwarded by The Supplier to the Customer.

2. GENERAL:

- 2.1 All orders for the purchase of goods and services from The Supplier are accepted upon and subject to this Agreement, together with the letter of quotation, the tender documents or any other such documents described by The Supplier as forming part of the quotation, forwarded by The Supplier to the Customer. No qualification of this Agreement whether contained in the Customer's form of purchase, letters or other forms of communication, shall annul or vary any of the terms of this Agreement except insofar as expressly consented to by The Supplier in writing.
- 2.2 All orders received by The Supplier from the Customer must be made in writing (which includes by facsimile or scanned versions). Verbal or telephone orders cannot be accepted.
- 2.3 In the event of a conflict between any Order Acknowledgement Form provided by The Supplier and this Agreement, the terms of the Order Acknowledgement Form shall prevail.
- 2.4 This Agreement shall also govern the packaging, transportation and delivery of all goods by The Supplier to the Customer.
- 2.5 The Supplier shall use its reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services nor shall it be made of the essence by notice.

3. VALIDITY OF QUOTATIONS:

- 3.1 Unless previously withdrawn, any quotation shall be valid for a period of thirty days from the date of issue, or for such extended time as may be required and agreed between the Customer and The Supplier in writing. Any order for the purchase of the goods and services must be placed by the Customer within the agreed period for the prices to remain valid in accordance with the quotation.

4. PRICE:

- 4.1 The Supplier's quotation covers only the products and services specified therein. Any subsequent alteration by the Customer in the design, application, quantities or the specification and any suspension of work due to modified instructions, lack of instructions or incomplete drawings or specifications, will involve adjustment of the price if any costs are increased as a result.
- 4.2 If, in the course of executing any work involving the servicing of the goods, The Supplier finds any defect that, in their opinion should be rectified without delay, The Supplier will notify the Customer accordingly and seek his approval, in writing, to carry out such repairs. Only after receipt of such approval, in writing, will The Supplier proceed with the necessary repairs that will be completed at the Customers' expense.
- 4.3 All instruction plates and manuals will be supplied in English unless previously agreed in writing by The Supplier and that, where a variation has been agreed, this may entail additional charges.

5. PAYMENT:

- 5.1 Unless otherwise agreed in writing, payment for goods and services supplied against an order shall be made in full, without any set-off, in the currency of the order. Payment shall be due and be made by means of telegraphic transfer, quoting The Supplier's invoice number and the Customer's name, to the Supplier's Account No:- *Sterling* - Sort code 090720, Account number 01813544, IBAN GB48ABBY09072001813544, Swift ABBYGB2LXXX *US Dollar* - IBAN GB71ABBY09181064856029, Swift ABBYGB2L., *Euro* - IBAN GB67ABBY09181064856489, Swift ABBYGB2L within the period agreed on the order. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3% per annum above the base rate of the Bank of England.
- 5.2 The Customer shall instruct its bank to notify The Supplier by facsimile as soon as payment has been made, quoting the date on which payment was made, the amount, the name of the bank effecting payment and the number of the invoice to which the payment relates.
- 5.3 The Supplier reserves the right to proceed with orders only on receipt of an Irrevocable Letter of Credit in favour of The Supplier. The Customer shall cause this to be confirmed by a UK bank as agreed by The Supplier. Exercise by The Supplier of such right shall not be construed as excluding the Customer's basic responsibility for paying, within the applicable credit period, for the goods and services delivered. Each such letter of credit shall be advised in writing by the said bank to The Supplier in a form acceptable to The Supplier. All charges in respect of each letter of credit shall be for the account of the Customer. If The Supplier exercises its rights under this clause then, failing the Customer's compliance with its requirements, The Supplier shall be under no obligation to deliver the goods or services in question.
- 5.4 Title to the goods shall not pass to the Customer until The Supplier has received payment in full and in the case of non-payment The Supplier shall be entitled to repossess the goods.

6. TERMINATION/CANCELLATION:

- 6.1 Any order placed by the Customer shall not be binding upon The Supplier until accepted and confirmed in writing.
- 6.2 Either party may terminate this Agreement forthwith by notice in writing to the other if:
 - 6.2.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
 - 6.2.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - 6.2.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

- 6.2.4 The other party ceases to carry on its business or substantially the whole of its business; or
- 6.2.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

7. DELIVERY AND RISK:

- 7.1 The Supplier shall deliver the goods in accordance with Incoterms 2010 and the specific terms agreed in the Quotation/ Order/ Order Acknowledgement Form.
- 7.2 The Supplier gives delivery dates in good faith and every endeavour will be made to deliver within the stated time. No liability can be accepted for delay in delivery whatever the cause.
- 7.3 Whilst every effort will be made by The Supplier to effect dispatch and transportation in accordance with any pre-arranged shipment dates, no guarantee as to the date of shipment is to be implied and The Supplier will not be liable for any loss or damage occasioned by delay in shipment howsoever caused.
- 7.4 No failure on the part of The Supplier, to make any shipment in accordance with these Conditions of Sale or any other arrangements, or any claim by the Customer in respect of such shipment or other arrangements shall entitle the Customer to reject the order.
- 7.5 The Customer is responsible for obtaining and paying for all necessary import licenses.

8. CUSTOMER'S OBLIGATIONS:

- 8.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
 - 8.1.1 Co-operate with the Supplier;
 - 8.1.2 Provide the Supplier with any information reasonably required by the Supplier;
 - 8.1.3 Obtain all necessary permissions and consents which may be required before the commencement of manufacturing/ provision of services;
 - 8.1.4 Comply with such other requirements as may be set out in the order or otherwise agreed between the parties; and
 - 8.1.5 Where appropriate, arrange all necessary import procedures and licences to allow for the importation of the goods into the Customer's country.
- 8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 8.1.
- 8.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the order, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Order, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 8.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 8.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
 - 8.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project;
 - 8.4.2 If applicable, the timetable for the project will be modified accordingly;
 - 8.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

9. DAMAGE, SHORTAGE OR LOSS:

- 9.1 Claims for damage or loss will only be accepted if it can be proved that such damage or loss occurred:
 - 9.1.1 Delivery FCA – prior to delivery to carrier at named place;
 - 9.1.2 Delivery FOB – prior to goods passing ship's rail in port of loading;
 - 9.1.3 Delivery CFR – prior to goods passing ship's rail at the port of loading
 - 9.1.4 Delivery CPT – prior to delivery to carriers at named place
- 9.2 Delivery ex works - no claim for damage or loss in transit will be accepted by The Supplier.
- 9.3 Delivery CIF, CIP - claims for damage or loss will only be accepted if it can be proved that such damage or loss occurred prior to the delivery to the carrier/arrival of the goods at the ship's rail at the port of loading. For the losses arising after delivery to carrier/ arrival of the goods at the ship's rail, the Customer is responsible for making a claim for the loss or damage to the relevant insurance company where the transit insurance has been placed.
- 9.4 Wherever possible, The Supplier will assist the Customer in establishing the value of the claim to be made. This clause should be read in conjunction with Clause 7 above. In the case of valid claims for loss or damage such loss or damage must be notified in writing to The Supplier within seven days of receipt of the goods.

10. WARRANTY:

- 10.1 This warranty extends only to the goods and services supplied or to be supplied by The Supplier under this order.
- 10.2 The Supplier hereby warrants that the goods and services are free from defects in design, materials and workmanship. The Supplier's liability hereunder is limited to making good repair, without charge to the Customer, any such defects as arise within a period of twelve calendar months from the date of shipment of the goods and services, provided always that such defects are notified in writing to The Supplier within fourteen days of their discovery and that the defective parts are promptly sent, carriage paid, to The Supplier's premises. Such liability shall not extend to such faults as are caused by ordinary wear and tear, incorrect handling, defective maintenance or incorrect storage of the goods.
- 10.3 In the case of components or accessories which have been supplied to the Customer's design, The Supplier shall be under no liability to replace or repair defects arising therefrom.
- 10.4 The Customer will assist The Supplier in providing copies of reports on the use and performance of the goods and services, in particular where such use and performance has revealed any fault in the goods and services.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

- 10.5 The guarantee contained in clause 10.2 hereof shall constitute The Supplier's sole liability for latent and other defects and is in full exclusion of any warranty or liability whatsoever implied by common law, statute or otherwise as to quality of the goods, their fitness for any particular purpose, their merchantability or otherwise, and The Supplier shall not be liable for any indirect or consequential loss or damage (whether for loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever or for injury or damage of any nature whatsoever arising out of or in connection with the supply of the goods or services.
11. ACCESS:
- 11.1 Where the Supplier is to carry out work or operations upon the Buyer's premises or other premises or sites at the direction of the Buyer, then the Buyer must ensure that:
- 11.1.1 such premises and any machinery involved and all of the arrangements affecting the work or operations are ready by the time the Supplier is scheduled to enter upon such premises or site to commence such work or operations; and
- 11.1.2 there will be no delay to the works or operations caused directly or indirectly by such premises or such site or machinery or arrangements or the state and condition thereof for which the Supplier is not responsible.
12. CONFIDENTIALITY:
- 12.1 Any information which the Supplier discloses relating to the goods, which is not in the public domain at the time of disclosure, shall be confidential and shall not be disclosed to any third party.
- 12.2 The Customer will keep strictly confidential; all information, models and drawings made available to the Customer by The Supplier and shall not use the same for any purpose detrimental to the interests of The Supplier.
- 12.3 The Customer will not, without the written consent of The Supplier, make or have made or assist any third party to make anything similar to the goods. In any event nothing in any order will confer on the Customer any proprietary right or interest in any name, trademark or design used by The Supplier in connection with the goods.
13. INDEMNIFICATION:
- 13.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement.
14. LIMITATION OF LIABILITY:
- 14.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 14.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 14.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
15. INTELLECTUAL PROPERTY RIGHTS:
- 15.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.
16. INDEPENDENT CONTRACTORS:
- 16.1 The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement.
17. ASSIGNMENT:
- 17.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.
18. SEVERABILITY:
- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
19. WAIVER:
- 19.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
20. NOTICES:
- 20.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the quotation or order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

21. ENTIRE AGREEMENT:

- 21.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

22. THIRD PARTIES:

- 22.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. FORCE MAJEURE:

- 23.1.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

24. BREACH:

- 24.1 If the Customer fails to make any payment hereunder when it becomes due, or goes into liquidation, or becomes party to a merger or consolidation as a result of which its rights under this order pass to any other person, firm, corporation or authority, or is deprived of or disposes of its business or any part thereof, or commits any breach of the conditions of this order, The Supplier may without prejudice to its other rights and remedies cancel the order forthwith.

25. LAW AND ARBITRATION:

- 25.1 The construction, validity and performance of the order shall be governed by English Law.
25.2 Any dispute arising out of or in connection with this Agreement shall be submitted to arbitration in accordance with the English Arbitration Act, 1950 or any statutory modification or re-enactment thereof which may for the time being be in force.