

## TERMS AND CONDITIONS OF SALE

The products of International Control Components Limited ("the seller") are sold and delivered to any purchaser ("the buyer") solely upon these terms.

1. The seller's products ("the goods) sold and delivered by the seller to the buyer shall be sold and delivered only upon these terms. Any terms which conflict with these terms which are contained in any document or put forward orally shall have no effect.
2. No employee of the seller has authority to enter into a contract for sale of the seller's products other than upon these terms.
3. No employee of the seller has the authority to vary or waive these terms.
4. Acceptance of the goods by the buyer shall occur at the time of loading onto a vehicle for transport at the seller's premises, and such acceptance constitutes acceptance (if not already the case) by the buyer of these terms of sale.
5. The seller agrees to deliver its products upon such terms and to such places as may be agreed between the seller and the buyer to the best of its abilities.
6. Any dates quoted for delivery of the goods are approximate only and the seller shall not be liable for any delay in the delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the seller in writing.
7. Risk in the goods shall pass to the buyer when they are loaded at the seller's premises onto a vehicle for transport.
8. The buyer shall bear the delivery charge as specified.
9. The seller is entitled to deliver goods by instalment and the buyer is bound to accept goods by instalment.
10. Retention of title. The ownership of the seller's products which are delivered to the buyer shall only be transferred to the buyer when all sums that are owing to the seller, on whatever grounds, have been paid. Until payments of all sums due, the buyer shall hold the goods as bailee for the seller and shall store the goods separately so as to be identifiable as the property of the seller.
11. The prices quoted are based upon the seller's costs of currency, freight charges, etc. Should these costs increase between date of contract and date of delivery, the seller shall be entitled to increase the contract price to reflect such increase.
12. Payment is to be received within 30 days of end of month of date of invoice, being the day upon which any invoice is sent. The seller will not send any invoice until after the despatch of the goods, to which the invoice relates, from its premises.  
If payment is not received within 30 days of end of month of date of invoice the buyer shall thereafter pay interest at the rate of 4% above The Bank of England base rate at the time being, upon the sums due until payment is made in full.
13. Guarantee. Notice of defects in the condition or quality of the goods shall be communicated in writing by the buyer to the seller within 7 days of delivery. If the goods about which such notice is given are not of merchantable quality nor fit for any purpose made known to the seller or do not conform to sample or description, the seller will replace the goods free of charge and carriage paid. Where goods are returned under this guarantee which do not contain any of the said defects, the buyer shall bear the extra packaging and re-delivery costs occasioned by the seller in returning the goods to the buyer. The seller's obligations arising under section 13, 14 and 15 of the Sale of Goods Act 1979 are excluded.
14. The seller shall not be liable to the buyer for any consequential loss or damage suffered by the buyer howsoever caused.
15. The law governing this contract is the law of England.

### **International Control Components Ltd**

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