



TERMS AND CONDITIONS OF SALE

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1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions of Sale,

- all references to "the Company" are to UniKLasers Limited,
- all references to "the Purchaser" are to the person, company or institution by whom the order is placed,
- all references to "the Parties" are to both of the above together,
- all references to the "Contract of Sale" are to the Terms and Conditions of Sale Agreement between the Parties,
- all references to "the Goods" are to products and the equipment supplied by the Company to the Purchaser under the terms of the Contract of Sale,
- a reference to a law and/or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. GENERAL PRINCIPLES

2.1 Each right or remedy of the Company under these Terms and Conditions is without prejudice to any other right or remedy of the Company whether under these Terms and Conditions or not.

2.2 These Terms and Conditions are to be incorporated in all Contracts entered into by the Company, unless specific amendments have been agreed in writing and signed by the director of the Company.

2.3 The Purchaser acknowledges that it has not relied on any statement or promise given by or on behalf of the Company, which is not set out in these Terms and Conditions. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 If any condition of this Contract of Sale is found by any court or tribunal of competent jurisdictions to be wholly or partly invalid, void, voidable, unenforceable or unreasonable, it shall be deemed severable and the remaining conditions and the remainder of such condition shall continue in full force and effect.



2.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract of Sale by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract of Sale.

3. DESCRIPTION OF GOODS

3.1 The description and quantity of the Goods shall be as set out in the Company's quotation and/or acknowledgement of order.

3.2 The Purchaser shall ensure that the terms of its order and any applicable specification are accurate and complete.

4. PRICES AND QUOTATIONS

4.1 Quotations indicate the prices at which the Company would be willing to supply the Goods if a written order is placed within the validity period, as specified in the quotation. The Company reserves the right to revise all or any part of the quotation thereafter.

4.2 Any order placed on the basis of a quotation is only binding on the Company when it has been confirmed to the Purchaser as an official Company Purchase Order Acknowledgement. Any clerical errors on either the quotation or official order acknowledgement are subject to correction.

4.3 Prices shall be exclusive of Value Added Tax.

5. DELIVERY TERMS

5.1 The International Commercial Terms 2010 will apply to these Terms and Conditions as appropriate unless otherwise specified in writing.

5.2 The delivery date, if specified, is an estimate only made at the time of quotation or acknowledgement of order and is not binding on the Company unless otherwise expressly agreed in writing. If no date



is specified, delivery shall be within a reasonable time. In any event the Company shall not be under any liability to the Purchaser for non-delivery or delay in delivery caused by strikes, lock outs, outbreaks of hostilities, acts of God, national calamities or any other like causes out with the control of the Company.

5.3 Prices quoted to the Purchaser (including accredited agents) are ex-works (as defined by the Incoterms 2010) unless otherwise specified. All costs or charges in relation to the packaging, freight, insurance and installation are charged at cost, which the Purchaser shall pay in addition to the price of the Goods due from time to time. For the avoidance of any doubt, the Company shall only arrange delivery of the Goods by land based or aircraft delivery.

5.4 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery under the Contract unless the Purchaser can provide conclusive evidence proving to the contrary that another quantity was received.

5.5 The Company shall not be liable for any non-delivery of Goods unless the Purchaser gives written notice to the Company of the non-delivery within 7 days of the specified delivery date or if unspecified, within 7 days of the receipt of the relevant invoice specific to the Contract.

5.6 Notwithstanding any other condition, any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note for the amount of the invoice raised for such Goods.

6. TERMS OF PAYMENT

6.1 Where the Goods are sold in the United Kingdom, payment shall be made within thirty days of the date of the relevant invoice, unless otherwise agreed in writing.



6.2 Where the Goods are sold overseas, payment shall be made within thirty days of the date of the relevant invoice. Payment shall be made in Pounds Sterling, unless otherwise agreed in writing.

6.3 Where part-deliveries of Goods are made by the Company, as agreed with the Purchaser, payment shall be made as set out in conditions 6.1 and 6.2 at the relevant pro-rata rate of the invoice order.

6.4 The Company reserves the right to charge daily interest on the balance of overdue accounts at a monthly rate of five percent unless agreed otherwise in writing.

6.5 The Company may at any time at its sole discretion give written notice to the Purchaser requesting that payment is made before delivery of any Goods remaining to be delivered under the Contract of Sale.

6.6 If the Purchaser shall become in arrears with payments arising under the terms of the Contract of Sale, the Company shall be entitled to cancel further deliveries under the Contract Sale in question or any other Contract existing between the Parties until payment has been made in full.

7. TRANSFER OF TITLE

7.1 The passing of risk under the Contract of Sale shall be determined in accordance with the Incoterms 2010 as follows:

7.1.1 where the Purchaser arranges for the Goods to be collected from the Company's premises by an authorised delivery agent, the Goods shall be at the risk of the authorised delivery agent (or the Purchaser itself depending on the conditions of the carriage agreement) from the time of collection

7.1.2 where the Purchaser purchases the Goods on an ex-works basis at the Company's premises, the Goods shall be at the risk of the Purchaser from the time of collection



7.1.3 where the Purchaser arranges for the Goods to be delivered by the Company to the designated collection point of an authorised delivery agent, the Goods shall be at the risk of the authorised delivery agent (or the Purchaser itself depending on the conditions of the carriage agreement) from the time of delivery at the designated collection point. For the avoidance of any doubt, delivery shall be deemed to have been constituted in this condition 7.1.3 by the authorised delivery agent signing a delivery receipt acknowledgement form or bill of lading confirming that the packaging of the Goods is intact and has not been damaged during delivery

7.1.4 where the Purchaser arranges for the Goods to be delivered by the Company to the Purchaser's place of business or nominated delivery address, the Goods shall be at the risk of the Purchaser from the time of delivery at the designated delivery address when the Purchaser signs a delivery acknowledgement form confirming that the packaging of the Goods is intact and has not been damaged during delivery.

7.2 The title in the Goods shall remain with the Company until the Company has received payment in full (in cash or cleared funds) for the Goods and all other amounts arising and/or due to the Company by the Purchaser. Until ownership has passed to the Purchaser, the Purchaser shall maintain any Goods that it is holding in satisfactory condition and keep them insured for their full reinstatement value.

7.3 Where the terms of any Contract of Sale between the Parties are deemed to have terminated, howsoever caused, the Company's rights contained in this condition 7 shall remain in full force and effect.

8. RE-SCHEDULING or CANCELLATION

8.1 In the event that the Purchaser wishes to re-schedule the delivery of the Contract once this has been arranged, the Company reserves the right to make a re-scheduling charge, which will be calculated at a daily rate of six percent above the base lending rate from time to time of the Royal Bank of Scotland on the value of the Contract. This will be charged in addition to the original sums owing under the Contract.



8.2 In the event that the Purchaser wishes to cancel the Contract, the Company reserves the right to make a cancellation charge of up to fifty percent of the total Contract value.

8.3 Any charges as set out in conditions 8.1 and 8.2 will be notified to the Purchaser immediately as they fall due. Any such charges will be payable by the Purchaser within 7 days of written notification issued by the Company.

9. TERMINATION OF THE CONTRACT OF SALE

The Company shall have the right to terminate the Contract at any time upon occurrence of any of the following events:

9.1 If the Purchaser makes any arrangements or composition with creditors, or becomes insolvent or bankrupt or if a judicial factor, trustee, receiver or official assignee is appointed over the estate of the Purchaser.

9.2 If the Purchaser is a Company and any resolution is passed or an order made by a court that the Purchaser is wound up (save for the purpose of amalgamation or reconstruction) or a liquidator, administrator, administrative receiver, manager, trustee or similar officer is appointed over the Purchaser's undertaking, property or assets or any part thereof.

10. WARRANTY

10.1 At the end of the warranty period, any liability of the Company in respect of warranty shall cease.

10.2 Unless otherwise specified, in writing, see section 10.4, the Company guarantees the Goods forming the Contract against defective materials or workmanship for a period of one year ("the warranty period") from the date of delivery to the Purchaser. Should any Goods be replaced or repaired during the warranty period, such Goods shall be guaranteed on the terms of this condition 10 for the remaining portion of the warranty period.



10.3 In the case of Goods not manufactured by the Company, but incorporated into the Goods ordered as a component, the Purchaser will be entitled to the benefit of any guarantee given to the Company by the makers of such components.

10.4 In the case of Components with the life and /or usage limitations, the Purchaser will only be entitled to the warranty benefit within the number of hours of operation or shots limitations placed on Components used by the Company. Specific items to which this limitation applies shall be detailed in specific quotations.

10.5 The Company warrants that the Goods perform to specifications confirmed in writing in the Purchase Order Acknowledgement.

10.6 No warranty is made or implied with regards to the suitability of the Goods for the Purchaser's intended use beyond performance specifications that form part of the Contract.

10.7 The Company does not recommend the use of its Goods in life support applications where a failure or malfunction may directly threaten life or injury. The use of the Company's Goods in life support applications is strictly prohibited. The Purchaser agrees to indemnify the Company for any claims, losses or damages as a result of any unauthorised usage as set out in this condition 10.7.

10.8 The Purchaser warrants:

10.8.1 That they will carefully examine all Goods supplied by the Company and notify the Company in writing of any shortage, defect or failure to comply with the Contract, which is apparent upon examination and test, within 7 days of the Goods being delivered to or collected by the Purchaser. Goods that require to be installed by the Company will be examined by the Company's authorized representative upon installation. Once installed, the Purchaser will be required to sign an acceptance form confirming that the Goods have been installed and tested as operational. In these circumstances, the warranty period will run from the date of signature (of both the Purchaser and the Company's authorised representative) on the acceptance form.



10.8.2 That the Goods will be operated in accordance with the instructions detailed in the appropriate operation manual/document provided by the Company. The Company shall not be held responsible for any defect arising from the Purchaser's failure to comply with these recommendations and instructions or from damage arising from negligence or exposure to adverse environmental conditions.

10.9 The warranty is effective only if:

10.9.1 The Goods have been paid for in accordance with the normal payment terms. Any variation in this condition must be agreed between the Parties in writing.

10.9.2 Any defects in the Goods supplied are notified immediately by the Purchaser in writing to the Company within the warranty period.

10.9.3 The Goods are returned to the Company at its premises by freight with insurance paid for shipment.

10.10 The warranty shall not cover any defects where:

10.10.1 The Purchaser makes further use of the Goods after having notified the Company of any defects.

10.10.2 The Purchaser alters or/and repairs the Goods without obtaining the written consent of the Company.

10.11 The warranty covers:

10.11.1 The Company specialist's time costs during inspection, replacement or repair.

10.11.2 Any materials or components, which require replacement or repair.

10.11.3 Return carriage costs to the Purchaser.

10.11 However, if the Purchaser requests a service engineer to carry out the necessary inspection and repair of the Goods at the



Purchaser's premises or on site, the Purchaser agrees that it will pay the engineer's reasonable travel and accommodation expenses that may be applicable to carry out the inspection, replacement or repair. Such amounts will be notified to the Purchaser for approval prior to the engineer attending the Purchaser's premises or site.

10.12 The Company will give the Purchaser reasonable advance notice of the proposed date and time of the inspection and repair of the Goods and will try wherever possible to accommodate any reasonable requests of the Purchaser.

11. LIMITATION OF LIABILITY

11.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. In particular, the Company makes no warranty as to the fitness of the Goods for any particular purpose beyond such performance specifications that form part of the Contract. This exclusion applies to the recommendations or advice from the Company relating to a specific enquiry.

11.2 Nothing in these conditions excludes or limits the liability of the Company:

- for death or personal injury caused by the Company's negligence
- under section 7, Consumer Protection Act 1987
- for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability
- for fraud or fraudulent misrepresentation.

11.3 Subject to conditions 11.1 and 11.2:

- the Company's aggregate liability under the contract shall in no event exceed the order price payable by the Purchaser for the Goods (including any additional charges such as freight, packaging, insurance and installation which may have been payable under the Contract);
- the Company shall not be liable to the Purchaser for:



11.3.1 loss of profits (whether direct or indirect), business, revenue, goodwill; nor

11.3.2 indirect consequential loss or damage arising from failure of the Goods under warranty.

12. INTELLECTUAL PROPERTY RIGHTS

The intellectual property embodied in the Goods is the exclusive property of the Company and the Purchaser shall not attempt to duplicate it in any way. All information and materials supplied by the Company to Purchaser relating to the Goods are confidential and proprietary, and Purchaser shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party.

13. UK STATUTORY AND OTHER REGULATIONS

13.1 The Purchaser shall:

13.1.1 Be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all waste of electrical and electronic equipment ("WEEE") in accordance with The Waste Electrical and Electronic Regulations 2006 ("WEEE Regulations") as amended from time to time arising or deriving from the Goods; and

13.1.2 Provide the Purchaser's WEEE compliance scheme operator with such data, documents, information and other assistance as the scheme operator may reasonably require from time to time to enable the operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.

14. ASSIGNMENT

14.1 The Company may assign a part of the Contract of Sale to any person, firm or company.



14.2 The Purchaser shall not be entitled to assign the contract or any part of it without the prior written consent of the Company.

15. ARBITRATION

If, at any time, any question, dispute or difference shall arise between the Purchaser and the Company upon, in relation to, or in connection with this Contract of Sale, either of the Parties may give to the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to an arbitrator appointed by the President of the Law Society of Scotland at that time, whose ruling shall be binding on both parties. The associated costs shall be met jointly by the Parties.

16. GOVERNING LAW

This Contract of Sale shall be governed and construed in all aspects in accordance with Scots law and the Parties agree to submit to the exclusive jurisdiction of the courts of Scotland.