

JMD Technologies Ltd - trading as A1 Microwave

Terms and Conditions of Sale

Definitions:

"The Company" means an A1 Microwave Group company as appropriate (namely JMD Technologies Ltd., A1 Microwave Group Ltd, and any subsidiary companies).

"The Customer" means the person, firm or incorporated or unincorporated entity ordering the Goods and / or Services to be supplied by the Company.

"Goods" means Goods, supplied by the Company in connection with the Contract.

"Services" means the Supply of time and expertise in connection with the Contract.

"Contract" means the Contract for the Supply of Goods and / or Services to which these conditions apply. The Contract shall consist of the Customer's Order and the Company's acceptance of it, such acceptance to include any variations to the Customer's order stipulated by the Company and accepted by the Customer. No binding Contract shall exist until acceptance by the Company.

"Third Party" means any entity other than the Customer or the Company.

"Supply" means the passing of Goods and / or Services to the Customer.

Application:

These conditions shall apply to all Supply of Goods and / or Services by the Company and shall prevail over and apply to the exclusion of any inconsistent terms or conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom and practice or course of dealing unless specifically agreed to in writing by a properly authorised representative of the Company. Purported provisions to the contrary are specifically excluded.

Quotations and Tenders:

A quotation or tender issued by the Company does not constitute an offer and the Company reserves the right to withdraw or amend any quotation or tender at any time prior to the Company's acceptance of the Customer's order. All prices are quoted excluding any carriage and packing unless specifically included and mentioned in the quotation or tender document. All prices are quoted prior to any value added or other tax or duty.

Communications

Prior to entering into a Contract with the Company the Customer shall supply the Company with details of its principal place of business, postal address to be used for the Contract, any email address required for the sending of invoices by electronic means, daytime telephone number and email contact details for, the ordering department, technical queries, and accounts payable departments. The Customer shall notify the Company of any changes to the above within 5 working days of such change.

Price:

The prices payable by the Customer for Goods and / or Services shall be in accordance with the Contract and the invoices delivered to the Customer. The Company shall have the right at any time to revise prices to take into account any exceptional increase in costs including (without limitation) costs of any Goods or materials, carriage, labour or overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rate. Unless otherwise stated prices are in pounds sterling and are exclusive of value added tax or other sales tax or duty payable in connection with the Supply of the Goods and / or Services. Prices stated in a currency other than pounds sterling must be paid by the Customer in the currency stated.

Any special packaging, delivery method or delivery destination requested by the Customer shall be the subject of an additional charge to be borne by the Customer.

Third Party Supply

Should the Customer request that the Goods and / or Services are supplied to a Third Party no Contract shall exist between the Third Party and the Company. Any variation to the Contract requested by the Third Party shall be regarded as a variation issued by the Customer or disregarded at the Company's absolute discretion.

Variations

The Company will endeavour to take variations to the specifications or other terms into account after the Customer's Order has been accepted but cannot be held liable for not processing variations received after materials have been ordered or manufacture has started. It is the Customer's responsibility to notify the Company of any variation to the Order and receive an acknowledgement thereof. Variations to the original Order must be labelled in a clear and concise manner with no ambiguity as to the most recent specification. The Company reserves the right to charge the Customer for variations to the original Order.

Manufacture to drawings

Where the Contract is for the Company to manufacture in accordance with drawing(s) supplied by the Customer, whether or not performance specifications are supplied with the drawings, the Company will manufacture to the drawings supplied. The Company cannot be relied on to comment on any difference it may be aware of between anticipated performance of the part as per the drawing and any performance specifications supplied with the drawing.

The Company will only be liable should the Supply not be in accordance with the drawings supplied. That the Supply does not meet the Customer's expected performance is for the Customer to manage.

Testing/Inspection:

Any testing and / or inspection required under the Contract shall be carried out on the manufacturers premises or such other place or places as the Company may appoint at its absolute discretion and the result thereof shall be accepted as final and binding by both parties.

Should the Contract not specify that Goods should be tested prior to Supply, the Company will Supply the Goods in accordance with the specifications supplied by the Customer. A testing service is offered at additional cost to the Customer. Should the Contract not state tolerances or other specification for any Goods then the Company will use tolerances or specifications at its absolute discretion.

Delivery:

Delivery dates mentioned in any quotation, acceptance form or elsewhere are approximate only and are not warranted or guaranteed and the Company shall not be liable in respect of any failure to deliver on or by any particular date.

The Company will deliver to the delivery address notified to them by the Customer. The Company shall not be liable for any mis-delivery arising from any late notification of delivery address.

The Company shall not be liable for any late delivery arising from the absence of any information reasonably needed for Supply of the Goods or Services and requested by the Company from the Customer.

If the Customer refuses or fails to take delivery of Goods in accordance with the Contract, the Customer shall in addition to the Contract price pay all costs of any storage, carriage and ancillary costs incurred as a result of such refusal or failure. Goods shall be deemed to have been delivered and the risks then to have passed to the Customer upon their transfer to a carrier named by the Customer or 2 days after the Company notifies the Customer that the Goods are available for collection whichever is the earlier.

Where the Goods are to be delivered by the Company or by a carrier on behalf of the Company the risk therein shall pass to the Customer upon delivery to the address notified by the Customer.

In any case where Goods are sold EXW, CIF or FOB or on the basis of any other international trade term the meaning of such term contained in Incoterms 2010 shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in these conditions.

Terms of Payment

Unless expressly provided otherwise in writing by the Company, payment of invoices (including any Value Added and other applicable tax or duty) shall be made (without any deduction or set-off) in full by electronic transfer of funds direct to the Company's bank account to be received by the Company within 30 days of the end of the month of invoice. Time of payment shall be of the essence. In the event of any such payment or any part of it becoming overdue all other invoices submitted by the Company to the Customer shall immediately become due and payable. Interest may

be charged at the Company's absolute discretion on any overdue amounts at the rate of 2 per cent above the Bank of England base rate to run from the due date for payment thereof until receipt by the Company of the full amount whether or not after judgement. The Company reserves the right to refuse to make further supplies including without limitation, any further instalments of the Goods where the Contract provides for delivery by instalments to the Customer whilst any payment remains outstanding.

Any costs of recovery of sums due shall be borne by The Customer. The Company may appropriate any payment made by the Customer as the Company in its absolute discretion thinks fit notwithstanding any purported appropriation to the contrary.

Cancellation:

The Customer shall not be entitled to unilaterally cancel a Contract without the prior consent of the Company, and then only upon terms that the Customer will indemnify the Company against any loss including loss of profit.

Termination:

If the Customer enters into any insolvency or winding up process as defined in the Customer's legal jurisdiction or other process as a consequence of not being able to pay its creditors as they fall due the Company may stop any Goods in transit and / or suspend further deliveries and terminate any unfulfilled Contracts. The Customer shall inform the Company of the commencement of any such process.

Third Party Rights:

The Customer shall indemnify the Company against all claims, costs, demands and expenses incurred by or made against the Company as a direct or indirect result of the carrying out of any work required to be done on or to Goods in accordance with the requirements, drawings, designs or specifications of the Customer including without prejudice to the foregoing generality any infringement or claim thereof any intellectual property right vested in any Third Party.

In any case where Goods are or are capable of becoming the subject of any industrial or intellectual property rights of a Third Party the Company shall be obliged to transfer to the Customer only such title as it may have to the Goods at the date of the Contract.

Supply outside the United Kingdom:

The Company may request in the case of Supply outside the United Kingdom the price of Goods be secured by an irrevocable letter of credit satisfactory to the Company, established by the Customer in favour of the Company immediately upon receipt of the Company's acceptance of the Customer's order and confirmed by a United Kingdom bank acceptable to the Company. Such letter of credit shall be for the full price inclusive of any tax or duty payable by the Customer and the Company

shall be entitled to payment in full presentation to such United Kingdom bank of the documents specified by the Company on its said acceptance.

Notice:

Any notice in connection with any Contract shall be in permanent legible form and shall be deemed properly addressed if addressed to the party concerned at its principal place of business or last known address.

Intellectual Property and Design:

All Intellectual Property and design rights shall remain the absolute property of the Company and the Company's drawings and designs shall not be reproduced or disclosed to a Third Party without specific written consent.

Where the Contract includes a performance specification Goods will be supplied substantially as described in any quotation or tender, but the Company reserves the right to make reasonable changes at its own discretion provided that such changes do not lower the technical performance or increase the price.

Licences and Consents:

If any licence from, or consent of, any government or other proper authority shall be required for the purchase or import of Goods by the Customer, the Customer shall obtain the necessary licences and consents at its own expense and produce evidence of the same to the Company on demand.

Should the obtaining of the necessary licences and consents by the Customer be subject to any exceptional delay or refusal the Contract shall be regarded as cancelled by the Customer in accordance with the clause above.

The Company shall not be liable for any delay in delivery arising from any investigation by, or request from, any governmental agency or other proper authority.

Liability:

The Company shall not be liable to the Customer for:

Shortage in quantity delivered unless the Customer notifies the Company of any claim for short delivery within 96 hours of receipt by the Customer of the Goods;

Damage to or loss of Goods or any part thereof in transit or non-delivery (where Goods are delivered by the Company or by a carrier or on behalf of the Company) unless the Customer shall notify the Company of any such claim within 96 hours of receipt of Goods or the scheduled date for delivery, whichever shall be the earlier;

Damage to or loss of Goods or any part thereof in transit or non-delivery or defects in the Goods caused by any act, neglect or default of the Customer, their carrier, or any Third Party;

Any defects in Goods unless notified to the Company within 96 hours of receipt of the Goods or where the defect would not be apparent on reasonable inspection within 1 calendar month of delivery;

The quality, suitability, condition or use of Goods;
Special, consequential, indirect or economic loss or damage in respect of the Goods howsoever arising.
Fair wear and tear, wilful damage, negligence, non intended use, misuse, corrosion, failure to follow the Company's instructions or misuse or alteration or repair of the Goods without the Company's express approval.

In the event of any shortage or non-delivery and / or damage or defect for which the Company accepts liability the sole obligation of the Company shall, at its option, to make good any such shortage, non delivery and / or as appropriate replace or repair any Goods found to be damaged or defective or missing. The risk of accidental loss whilst the Goods are being returned will be borne by the Customer. Property in returned or replaced Goods shall vest in the Company.

The Company shall be under no liability if the total price for the Goods has not been paid by the due date for payment.

Subject to the foregoing all conditions warranties and representations expressed or implied by the statute common law or otherwise in relation to the Goods are excluded and the Company shall be under no liability to the Customer for any loss, damage or injury directly or indirectly resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Company its employees or agents save that nothing herein shall be deemed to exclude or restrict the Company's liability for death or personal injury caused by the negligence of the Company.

The Company is willing to undertake liability additional to that herein provided in exchange for a higher price. The Customer acknowledges that the price for the Goods would be higher if the exclusions and limitations in this Condition were not agreed.

Property:

Title in the Goods remains vested in the Company until the price for the Goods and all other monies owing by the Customer to the Company (whether or not due) have been paid in full.

The Customer is licensed by the Company to use or to agree to sell the Goods delivered to the Customer subject to the express condition that the entire proceeds of sale are held in trust for the Company and are not mixed with other money or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money.

Until title to the Goods passes:

The Customer will hold the Goods as fiduciary agent for the Company;

The Customer will, subject to the clause below, keep the Goods separate and distinct from all other Goods whether of the Customer or of third parties and in good and substantial repair and condition and stored and marked in such a way as to be clearly identifiable as belonging to the Company;

The Company may by notice revoke the power of sale and use contained in the clause above, if the Customer is in default for longer than seven days in the payment

of any sum due to the Company or if the Company has bona-fide doubts as to the ability of the Customer to pay creditors as they fall due;

The Customer's power of sale and use contained in the clause above shall automatically cease if the Customer suffers any of the insolvency events set out above;

Upon determination of the Customer's power of sale and use the Customer shall place at the Company's disposal any of the Goods in its possession under its control and hereby authorises the Company to enter its premises or the premises of any Third Party to recover such Goods;

Notwithstanding the provisions of this condition the Customer agrees that for accounting and taxation purposes the Goods will be treated as the Customer's stock from the date of delivery.

Force Majeure:

The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the Supply of Goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of any Force Majeure Circumstances.

In this condition "Force Majeure Circumstances" shall mean any act of God, war, riot, strike, lock out, trade dispute or labour disturbances, accident breakdown of plant or machinery, fire, flood, shortage of, or difficulty in, or increased expense, in obtaining workmen, materials, power, or transport, any provision imposed by any government or other regulatory body or other circumstances whatsoever outside the control of the Company affecting the provision of Goods or of raw materials therefore by the Company's normal source of Supply or the manufacture of Goods by the Company's normal means or the delivery of Goods by the Company's normal route or means of delivery.

For the avoidance of doubt "Force Majeure Circumstances" does not include the failure of the Customer to obtain any necessary Licences and Consents.

If due to Force Majeure Circumstances the Company has insufficient stock to meet all its commitments the Company may apportion available stocks between its Customers as its sole discretion.

Waiver:

The failure by either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

Understanding

These terms and conditions constitute the entire understanding between the Company and the Customer unless otherwise confirmed by the Company in writing.

Law:

The Contract shall in all respects be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.