

SPACECRAFT INTERNATIONAL TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 Buyer means any person, body of persons, firm or company with whom the company enters into a Contract for the supply of goods (or provision of services) by the Seller.
- 1.2 Seller means Spacecraft International Ltd of Morelands, 5-23 Old Street, London EC1V 9HL.
- 1.3 Conditions means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.4 Delivery Date means the date specified by the Seller when the goods are to be delivered.
- 1.5 Goods means the products and services which the Buyer agrees to buy from the Seller.
- 1.6 Installation means the service of installation of the Goods, which the Buyer agrees to buy from the Seller.
- 1.7 Price means the price for the Goods excluding delivery, installation, insurance and VAT.

2. ACCEPTANCE OF TERMS AND CONDITIONS

All Orders placed by the Buyer whether verbally or in writing are subject to these terms and conditions and by placing of an Order with the Seller, the Buyer shall be deemed to have accepted and agreed to be bound by these terms and conditions. These terms and conditions cannot be modified or varied unless such modifications or variation is agreed to by the Seller.

3. THE PRICE AND PAYMENT

- 3.1 The Price of the goods shall be the price quoted by the Seller, whether verbally or in writing or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. The Price is exclusive of VAT (and any other taxes, charges, levies or fees payable in connection with supply or installation of the goods) which is applicable shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Any additional work beyond that specified in the quotation will only be carried out on the Buyer's written instructions at the cost thereof as agreed between the Buyer and the Seller prior to the carrying out of such additional work, said cost to be in addition to the original quoted price.
- 3.3 The Buyer shall pay the full value of the Price on order placement along with VAT.
- 3.4 Time for payment shall be of the essence, and in the event that any payment is not made when due, the Seller may, without prejudice to other claims and remedies the Seller may have, immediately suspend or terminate delivery or installation of the goods and suspend any further orders from the Buyer without incurring any liability for any consequences of such suspension or termination.
- 3.5 The Buyer will pay interest on overdue invoices, which shall accrue from the date when payment becomes due, from day to day until payment, at a rate of 5% p.a. above Barclays Bank Plc's base rate from time to time in force.
- 3.6 The Buyer must pay the Seller's invoices gross, without deduction of tax, and the Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatever.
- 3.7 The Company shall endeavour to maintain prices quoted in the Contract but reserves the right to increase prices according to any increases in cost of labour or materials which take effect between Acceptance and the date of delivery.
- 3.8 In the event that all or any of the contract becomes impossible to perform, or otherwise frustrated, the Seller will nevertheless be entitled to a reasonable remuneration for goods supplied and work done until that occurs.

4. DELIVERY OF THE GOODS

- 4.1 Any date or period of delivery stated in an order Acceptance or otherwise intimated by the Seller is only approximate and shall not be an essential term of the Contract. Goods may be delivered in separate batches at the Seller's option. The Seller will endeavour to comply with stated delivery dates but will not be liable in any way to the Buyer for any loss or damage whatsoever whether arising from delay or failure to deliver.
- 4.2 If the performance of a Contract shall be delayed due to circumstances or conditions beyond the control of the Seller, including, without prejudice to the foregoing generality, war, industrial disputes, strikes, lock-outs, fire, storm, act of God, accidents, non-availability or shortage of materials or labour, or any statute, rule, by-law, order or requisition made by any Government or Government Dept., local or other duly constituted authority then the time for the delivery of the Goods shall be extended for a reasonable period having regard to the effect of delaying cause on delivery of the Goods.
- 4.3 The Buyer may not postpone delivery of the goods except as agreed by the Seller in writing, in which event the Seller will invoice the total sum (plus VAT) of the goods ordered on the date on which the goods were originally due for delivery, and such invoice will be payable according to the terms hereof as if there had been no postponement of delivery. The Seller will be entitled to charge the Buyer for all reasonable costs, charges and expenses incurred by the Seller including but not limited to storage, handling and installation expenses incurred as a consequence of any postponement.

5. INSTALLATION

- 5.1 Installation and other services are only included in the Contract if stated in the Seller's Quotation.
- 5.2 Where the Contract includes installation services the Seller will be generally responsible for fitting Goods on site and placing where necessary, but the following requirements must be met by the Buyer:
 - 5.2.1 Access to the installation site must be within 10 meters of the road;
 - 5.2.2 Where the installation area is part of a building comprising different levels, a lift and access to that level must be made available;
 - 5.2.3 The area designated for installation must be cleared of all contactors' materials and debris.
- 5.3 The Seller shall not be responsible for damage caused to the Goods, once installed, by fault or negligence of other contractors or any other person.
- 5.4 Normal working hours are 08:30 am to 5:00 pm Monday to Friday (excluding public holidays) and installations outside these hours are charged at overtime rates prevailing, as agreed between Buyer and Seller.
- 5.5 The Seller may charge the Buyer for any additional cost or expense incurred by the Seller as a result of any delay or difficulty in commencing, continuing with or completing the installation for reasons outside the Seller's reasonable control.

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6. ACCEPTANCE OF THE GOODS

- 6.1 Where the Buyer is installing the goods, the Buyer shall examine the Goods supplied by the Seller within 48 hours of delivery, and will be deemed to have accepted the goods unless the Buyer immediately informs the Seller of any defect, failure or other alleged breach of the Seller's warranties, and immediately confirms it in writing.
- 6.2 Where the Seller is installing the Goods, the Buyer shall examine the Goods supplied by the Seller within 48 hours of completion of installation, and will be deemed to have accepted the goods unless the Buyer immediately informs the Seller of any defect, failure or other breach of the Seller's warranties, and immediately confirms it in writing.
- 6.3 Where it is claimed by the Buyer that the Products are defective or damaged, the Seller or manufacturers of the Product may wish to inspect the Products whether at the Delivery Address to ascertain how and when the damage/defect was likely to have been caused and the Buyer should therefore consult the Seller before moving or interfering with the Products. Where practicable and if requested by the Seller the Buyer will email digital photographs of the damage or defect to the Seller.

7. TITLE AND RISK

- 7.1 Property in the Goods shall only pass to the Buyer from the date of payment in full of all sums payable to the Seller under the contract of sale, and until such time the Goods shall remain the absolute property of the Seller, and the Buyer's possession of the Goods shall be as the Seller's fiduciary agent and bailee.
- 7.2 The Goods shall automatically cease to be in the Buyer's possession with the Seller's consent:
 - 7.2.1. if the Buyer fails to pay for the Goods in full by the due date; or
 - 7.2.2. if a Receiver or Administrative Receiver is appointed to the Buyer or the Buyer goes into liquidation.
- 7.3 Until such time as property in the Goods passes to the Buyer:
 - 7.3.2 the Buyer shall ensure that the Goods are appropriately stored in such a way that they are clearly the property of the Seller, and that they are protected and insured;
 - 7.3.3 the Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods; and
 - 7.3.4 without prejudice to any right of action of the Seller against the Buyer, the Buyer shall allow the Seller to enter its premises and to repossess the Goods at any time during working hours.
- 7.4 Until such time as property in the Goods passes to the Buyer, the Buyer shall not be entitled to sell or otherwise transfer the Goods to a third party, except on the following conditions:
 - 7.4.1 as between the Seller and the Buyer, the Buyer shall be regarded as selling or transferring the Goods as agent for the Seller but nothing contained in this Clause 7.4.1 shall have the effect of or be construed as creating any privity of contract between the Seller and any third party;
 - 7.4.2 the Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods, and shall keep all such proceeds in a separate account to identify the same as being the property of the Seller;
 - 7.4.3 the Seller shall have the right to recover from the third party the amount charged by the Buyer to the third party, and the Buyer shall, if the Seller so requires, assign to the Seller any right of action against such third party in respect of monies due for the Goods.

8. RISK

- 8.1 The risk of loss or deterioration of or damage to the goods will be borne by the Buyer from delivery.
- 8.2 The Buyer will at all times from the delivery of the goods insure them against all risks to their full replacement value for the Seller's benefit until the property in them passes to the Buyer, and the Buyer will on demand produce to the Seller evidence of the existence and validity of such insurance.

9. QUALITY OF GOODS

- 9.1 The liability of the Seller to the Buyer in respect of defects in the Goods and for breach of the contract and negligence in relation thereto shall under no circumstances exceed the Price of the Goods and the Seller shall have no other liability whatsoever to the Buyer in relation to the quality, condition, supply or use of the Goods and in particular the Seller shall have no other liability in respect of any direct or indirect, special or consequential loss of any kind.
- 9.2 The Seller accepts unlimited liability to the Buyer in respect of death or personal injury caused by any wrongful act or omission of the seller or any person for whom the Seller is responsible.
- 9.3 The Buyer shall not be entitled to withhold payment or any amount payable under any contract to the Seller because of any disputed claim of the Buyer in respect of faulty Goods or any other alleged breach of the contract, nor shall the Buyer be entitled to set off against any amount payable under the contract to the Seller any monies which were not then presently payable by the Seller or for which the Seller disputes liability.
- 9.4 Although every reasonable precaution will be taken to ensure accuracy of such information all descriptive matter, colours, dimensions and other documentation supplied by the Seller is approximate only and as the Seller is working with natural and man made products variations in colour, finish and textures are unavoidable and must be accepted by the Buyer.

10. WARRANTIES

- 10.1 Subject to these terms and conditions, and to the provisos to Clause 10.2, the Seller warrants that the structural parts of all goods supplied will be free from defects in materials and workmanship for a warranty period of 5 years from the date of delivery, and that the moving parts and fabric upholstery of all goods supplied will be free from defects in materials and workmanship for a warranty period of 2 years from the date of delivery.
- 10.2 In the event that the goods, or their installation by the Seller, prove to the Seller's satisfaction to be defective within the relevant warranty period as a result solely of faulty material or workmanship, the Seller will, at the Seller's option and expense, either remedy the said defect or replace the goods or part or parts thereof, provided that this warranty is subject to:
 - 10.2.1 No repairs or alteration to the goods having been made by or on behalf of the buyer, without the Seller's prior knowledge and approval, and
 - 10.2.2 The goods having been properly used, and maintained, within the terms of the instructions or guidance notes for the time being contained in the Seller's literature, or otherwise notified to the Buyer in writing, and
 - 10.2.3 The operating environment of the goods not having differed materially from that represented to the Seller prior to the contract being entered into, and
 - 10.2.4 The Buyer having notified the Seller orally of the defect within 48 hours of the delivery, if the defect is apparent on reasonable inspection or, if not, within 48 hours after discovery of the defect and, in either case, in writing within 5 days thereafter; or, where installation is included in the contract, orally within 2 days of completion of the installation as notified by the Seller, and in writing within 5 days thereafter.

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10.3 Except as aforesaid all conditions, warranties and representations whether express or implied, statutory or otherwise in relation to the goods (other than such as relate to the title to the goods) are excluded from the contract.

11. LIMITATION OF LIABILITY

- 11.1 Except in respect of personal injury or death caused by the Seller's negligence the Seller shall be under no liability whatever to the Buyer for any indirect or consequential loss, compensation and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract, except as expressly provided in these conditions.
- 11.2 The Seller will not in any event be liable for failure to perform all or any of the Seller's obligations under the contract by reason of any cause beyond the Seller's reasonable control.

12. CANCELLATION OF CONTRACT

The Buyer may not, save as expressly stated otherwise herein or as provided by law, cancel or vary an Order except with the written consent of the Seller— any such consent shall be deemed to be given on terms that the Buyer shall indemnify the Seller in full for the balance of the Price (if any) and against any resulting loss, costs, damages, charges, and expenses incurred by the Seller as a result of such cancellation or variation. In such event, a minimum charge equivalent to 20% of the original order value will be payable by the buyer. The Seller will however use its best endeavours to minimise such losses on behalf of the buyer.

13. INSOLVENCY OR OTHER DEFAULT OF THE BUYER

If the Buyer fails to make payment for the Goods in accordance with this contract of sale, or commits any other breach of this contract of sale, or if any distress or execution shall be levied upon any of the Buyer's goods, or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy, or if any petition in bankruptcy is presented against the Buyer, or the Buyer is unable to pay its debts as they fall due, or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented, or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets, or if the Buyer shall suffer any analogous proceedings under foreign law, all sums outstanding in respect of the Goods shall become payable immediately and the Seller may in its absolute discretion, and without prejudice to any other rights which it may have, suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part.

14. TERMINATION

- 14.1 The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any contract between itself and the Buyer or to suspend any further deliveries under any or every such Contract in any of the following events:
- 14.1.1 If any debt is due and payable by the Buyer to the Seller but is unpaid or,
- 14.1.2 If the Buyer has failed to provide any actual credit, bill of exchange or other security required by the Contract PROVIDED THAT in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed, or
- 14.1.3 If the Buyer shall have failed to take delivery of any Goods under any Contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights or
- 14.1.4 If the Buyer becomes insolvent or apparently insolvent or, being a body corporate, has passed a Resolution for voluntary winding-up (save solely for the purpose of reconstruction) or an order is made by the court for its winding-up or if a petition is presented for a Receiver or Administrator to be appointed over all or any of its assets or any analogous act or proceeding it under foreign law or being an individual or partnership has become bankrupt or has suspended payment or has a Receiving order in Bankruptcy made against them.
- 14.2 The Seller shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event of default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, the Seller shall be entitled as condition of resuming delivery under any contract to require pre-payment of, or such security as it may require for the payment of, the price of any further delivery.

15. MISCELLANEOUS

- 15.1 Any provision of this contract which is or may be void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any other provision of this contract.
- 15.2 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its U.K. rights under this contract shall prejudice its right to do so in the future.
- 15.3 Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 15.4 This contract is subject to the law of England and Wales.
- 15.5 Any notice or other communication to be given or sent hereunder may be given by facsimile or pre-paid recorded delivery post or ordinary post to the addressee at its last known place of business and shall be deemed to have been served on the date on which in normal course it would have arrived.