

SIGHT SYSTEMS LIMITED TERMS AND CONDITIONS OF SALE

Definitions

The "Seller" shall be Sight Systems Limited.

The "Buyer" shall be the party to whom a quotation has been submitted or from whom an order has been received.

The "Equipment" shall be all Goods, Drawings, Installation or other services detailed on the face of the Seller's quotation.

1 General

These Terms and Conditions shall apply to all contracts entered into between Sight Systems Limited and The Buyer, unless agreed to the contrary in writing by an authorised signatory.

2 Orders

All orders are subject to availability of goods and to written acceptance. Any prior indications by telephone, facsimile or verbal shall be provisional only.

3 Prices

Catalogues, price lists, videos and other advertising material are intended to provide an indication as to the price range and dimensions of goods offered and no variations shall give rise to a claim on the Seller. The Seller reserves the right to pass on to the Buyer any increase or decrease in the costs of providing the Equipment which occur between the date of quotation and delivery.

4 Manufacturers Specification.

Although notification of variations will, if possible, be given to the Buyer, the Buyer accepts that the Seller cannot be accountable for the consequences of any variations made by the manufacturer or shortage of supplies.

5 Delivery

a) Dates and times quoted for delivery run from the receipt of a written order or from resolution of technical details, whichever is the later. All dates and times quoted are estimates and any delay in meeting delivery dates will not give rise to a right to cancel the order.

b) Offers of Equipment ex-stock are subject to the Equipment being unsold at the time of receipt of the Buyer's order, or resolution of technical details, whichever is the later.

c) Unless specifically included in the quotation, prices quoted do not include delivery and packing charges incurred. These will be passed on to the Buyer.

d) The Seller reserves the right to make part deliveries. Any request by the Buyer to delay or split delivery may result in a stockholding charge and additional costs incurred being charged to the Buyer.

6 Prices

Unless otherwise stated the quotation shall be open for acceptance within a period of thirty days after the date thereof.

7 Payment Terms

7:1 Strictly 30 days net from date of invoice.

7:1:1 All new customers strictly Pro-forma for the first order. Payment will be required prior to goods being dispatched.

7:2 Exceptions - Special Orders

Payment terms for Special Systems are: 30% with order, 60% on delivery and 10% 30 days after delivery.

7:3 Export Orders

Payment to be made in full (or against an Irrevocable Letter of Credit) before dispatch of Equipment.

7:4 Overdue Payments

If the Buyer fails to make payment as stated above an interest charge on overdue accounts at a rate of 2% per month will be included. (This is in addition to any other remedies).

7:4:1 In addition to any other rights available the Seller shall have the right of access to enter into the Buyer's premises and to take possession of any Equipment supplied for which payment is overdue. In exercising such right to enter and remove goods the Seller will use the minimum force required but will not be liable for any damage.

8 Cancellation by the Buyer

The Buyer shall become liable for any cancellation charges deemed reasonable by the Seller if the Contract is cancelled for the convenience of the Buyer.

9 Sellers Liability & Warranty

a) In lieu of any warranty, condition or liabilities implied or expressed by law, the Seller's liability to the Buyer, or to any other person whether in contract, or tort, or otherwise in respect of any defect or failure in the Equipment supplied, or for any injury, loss or damage attributable thereto (other than personal injury or death caused by negligence of the Seller, its servants or agents), shall be limited to making good by repair or replacement, at the Seller's option of defects appearing in the Equipment during the course of proper installation, use and maintenance, arising from faulty design, workmanship or materials.

b) Unless otherwise expressly agreed this warranty shall be return to base for a period of 12 months from delivery of the Equipment.

c) The warranty shall become void if the Equipment is modified or otherwise tampered with.

d) Should any Equipment returned for repair be found to be free from defect as defined in this clause the Buyer shall become liable for all costs involved in connection with its inspection.

e) In respect of Equipment supplied either with, or as part of the Equipment which is not of the Seller's manufacture, the Seller's warranty to the Buyer thereto is limited to the warranty received by the Seller from the manufacturer of such Equipment.

10 Force Majeure

The seller shall not be liable for any loss whatsoever suffered by the Buyer in the event of cancellation of the agreement to supply Equipment if the supply of equipment would be illegal, contrary to the manufacturers conditions of sale or impossible for the Seller to perform.

11 Insolvency

In the event that the Buyer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets or has a Receiver appointed, the Seller shall have the right to suspend

deliveries until payment has been made in full for Equipment already supplied and for all outstanding orders.

12 Title and Risk

a) Risk in the goods all pass to the Buyer at the time of delivery to or collection by the Buyer or its agent whichever is the earlier.

b) Ownership passes to the Purchaser only when the goods are fully paid for in accordance with Clause 7 hereof.

c) Even before title passes the Buyer may sell and deliver the Equipment to a third party but only on behalf of and to the account of the Seller until payment in full for the Equipment has been made the Buyer shall keep such proceeds (including the proceeds of any insurance claim) apart from other moneys. The Seller shall have the right to inspect any records relating to the Buyer dealing with the goods and the proceeds of sale.

13 Damage/Shortages/Incorrect Goods

The Buyer must notify the Seller within seven (7) days from receipt of goods or within seven (7) days from date of invoice, whichever is the later, of any damages, shortages or incorrect items delivered to or collected by the Buyer. There may be a charge for alleged faulty goods that are found not be faulty.

14 Law

Unless otherwise agreed in writing, all contracts shall be construed and interpreted in accordance with the laws of England.

15 Restocking Fee

The Purchaser shall not cancel an order which has been accepted by us without the written agreement of an authorised representative and if such agreement is given the Purchaser shall pay to us such a sum as we shall consider reasonable in respect of work done and materials supplied or ordered.

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