



STANDARD CONDITIONS OF SALE

1.0 INTERPRETATION

“Buyer” – the person, firm or company who purchases the Goods from the Seller;

“Goods” – any goods or services agreed in the Contract to be supplied to the Buyer by the Seller (including any parts or parts of them);

“Contract” – any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions; and

“Seller” – IIDEA LTD.

2.0 GENERAL

2.1 Subject to any variation under clause 2.3, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.

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

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days, unless otherwise specified in that quotation, from the date of issue.

2.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

2.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by and interpreted in accordance with the laws of England. The parties hereby submit to the exclusive jurisdiction of the English Courts.

3.0 DESCRIPTION

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

3.2 All samples, drawings, descriptive matters, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

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4.0 DELIVERY

- 4.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.
- 4.2 Any date for delivery quoted by the Seller is for information only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. The Seller shall have no liability (whether direct or consequential) for the consequences of delay in delivery unless the Seller shall have previously agreed in writing to make payment in respect of such delay in which case the Seller's liability shall be limited to the amount so agreed.
- 4.3 If manufacture or delivery of the Goods is prevented or delayed by causes beyond the Seller's control (including fire, war, civil disorder, industrial dispute, acts of Government and shortage of raw materials or supplies) delivery may be suspended by the Seller on giving notice in writing to the Buyer. Where the Seller is liable for the consequences of delay, the time for delivery shall be extended by the period during which manufacture or delivery is so prevented or delayed.
- 4.4 Unless otherwise agreed, delivery may be by instalments. Neither failure to deliver, nor delivery of defective Goods in one or more instalments shall entitle the Buyer to cancel or reject subsequent instalments. The quantity of any consignment of Goods as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide evidence accepted by the Seller as proving the contrary.
- 4.5 The Seller shall have no liability in respect of damage to, or non-delivery of, Goods unless the Buyer notices the Seller in writing of such damage or non-delivery within seven days from the date of despatch or from the date when the Goods would have been received.
- 4.6 Where Goods are sent by the Seller to the Buyer in circumstances where it is usual for the Buyer to insure, the Seller shall not be obliged to give notice to the Buyer to enable the Buyer to insure the Goods during transit.
- 4.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.8 Unless otherwise expressly agreed, any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5.0 TITLE AND RISK

- 5.1 Risk in the Goods shall pass to the Buyer on delivery.
- 5.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
 - (b) all other sums which are or which become due to the Seller from the Buyer on any account.
- 5.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
 - (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

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- (d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risk to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.
- 5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
(b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 5.5 The Buyer's right to possession of the Goods shall terminate immediately if:
(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or if the Buyer shall be subject to any equivalent proceedings under foreign law; or
(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or so unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or similar overseas provisions or the Buyer ceases to trade; or
(c) the Buyer encumbers or in any way charges any of the Goods.
- 5.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not been passed from the Seller.
- 5.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's rights to possession has terminated, to recover them.
- 5.8 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 5.9 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this clause 5 shall remain in effect.
- 6.0 ACCEPTANCE**
- 6.1 The Buyer shall be deemed to have accepted the Goods unless he/it notifies the Seller in writing of a defect detectable on reasonable inspection within 14 days of receipt of the Goods and allows the Seller a reasonable opportunity to inspect and test the Goods.
- 6.2 Unless otherwise agreed the Goods will be manufactured to the appropriate standards of commercial tolerances as established by current British Standards Institution procedures or otherwise as notified by the Seller.

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7.0 PRICE AND PAYMENT

- 7.1 The price for the Goods shall be stated in the Contract which shall stipulate whether packaging, carriage or insurance is or is not included. Unless otherwise agreed, all value added tax, duties or taxes on the Goods or the Contract and all bank charges are excluded from the price and are for the account of the Buyer. Time for payment shall be of the essence and the Buyer shall pay for the Goods in the currency stated in the Contract.
- 7.2 Unless otherwise agrees, payment is due on 30 days following the date of delivery without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise. In the event of late payment the Seller shall (without prejudice to its other remedies including the right to claim interest under the Late Payment of Commercial Debts Interest Act 1998) be entitled to suspend further deliveries to the Buyer and to claim interest on the amount unpaid at the rate which is 3% above the base rate for lending of National Westminster Bank plc as varying from time to time.
- 7.3 In addition to its other rights, the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession for the unpaid price of any Goods sold or work performed by the Seller for the Buyer under this or any other contract.
- 7.4 The Seller is entitled to pass through to the Buyer any increases in the price of materials and any increase in surcharges.

8.0 WARRANTY

- 8.1 The Seller warrants only that the Goods comply with their agreed specification. Any Goods agreed by the Seller not to comply with their agreed specification will, when practicable, be replaced as originally ordered provided that the Buyer has:
- (a) notified the Seller in writing of such non-compliance within 14 days of receipt of the Goods (in respect of defects detectable on reasonable inspection) or within 14 days of the date of discovery (in respect of any other defect) provided that this is no later than 6 months from the date of delivery; and
 - (b) if so requested by the Seller, returned the Goods to the Seller.
- If the Seller determines that replacement is not practicable, the price will be refunded or credited to the Buyer. Any Goods replaced shall belong to the Seller.
- 8.2 The warranty given in clause 8.1 above is in lieu of any undertaking on the part of the Seller express or implied, by statute or otherwise, as to the description, quality or fitness for purposes of the Goods, all of which are hereby excluded. Except for personal injury or death resulting from negligence of the Seller in relation to sales within the United Kingdom, the Seller shall not be liable for any breach of contract or claim in tort or on any other grounds, whether or not resulting from negligence. In no circumstances shall the Seller be liable for any breach of contract or claim in tort, whether or not resulting from negligence. In no circumstances shall the Seller be liable for any indirect or consequential loss sustained by the Buyer or third parties arising in connection with the Goods, whether or not resulting from negligence.

9.0 WORK ON BUYER'S MATERIAL

- 9.1 If the Contract shall provide for the Seller to carry out work on material supplied by the Buyer, the Seller shall have no liability for the value of the material unless otherwise agreed and its liability shall be limited to the re-performance of the work under the Contract or the refund of the price as the Seller determines.
- 9.2 The Buyer shall indemnify the Seller against any damage to tooling or additional processing cost incurred as a result of the material supplied by the Buyer not being of good quality or not complying with its specification.
- 9.3 All metal removed from the Buyer's material shall become the property of the Seller unless otherwise agreed in writing.
- 9.4 The Buyer shall ensure that any such materials supplied to the Seller for the purposes of this clause are kept insured at all times and the Seller shall have no obligation in that regard.

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10.0 DIES AND TOOLS

10.1 Unless otherwise agreed, dies and tools shall be owned by the Seller even when their cost is charged to the Buyer. Where dies and tools are supplied by the Buyer, they will remain entirely at the risk of the Buyer while in the possession of the Seller. The Seller will normally retain dies and tools for a reasonable time in expectation of further orders but without obligation to do so.

11.0 TERMINATION

11.1 If the Buyer fails to pay any amount payable to the Seller on its due date, or if:

- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or if the Buyer shall be subject to any equivalent proceedings under foreign law; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or similar overseas provisions or the Buyer ceases to trade;

the Seller may terminate the Contract or suspend deliveries thereunder on so notifying the Buyer in writing without prejudice to the right of either party accrued before termination.

12.0 INTELLECTUAL PROPERTY

12.1 The Buyer shall indemnify the Seller against all costs, claims, liabilities and expenses in respect of any infringement of a patent, copyright, design or other intellectual property right resulting from compliance with the Buyer's instructions express or implied.