

### 1. In these terms and conditions:-

- 1.1 The purchaser refers to the person or legal entity who orders Goods and/or Services from Adaptatech Limited. Adaptatech Limited known as Adaptatech from now on in this document.
- 1.1.2 Supply Contract refers to each contract for the supply by Adaptatech of Good and/or Services to the purchaser.
- 1.1.3 Goods and/or Services refers to the Good and/or Services which are the subject of a Supply Contract.
- 1.2 All Supply Contracts are made upon these terms and conditions to the complete exclusion of any variations to these terms and conditions not expressly agreed to in writing by Adaptatech and of any other terms and conditions which the purchaser attempts or purports to introduce by whatever means.
- 1.3 All specifications prices and other details provided by Adaptive. in relation to its Good and/or Services are for general guidance only and are not to be relied upon by the purchaser in entering into a Supply Contract unless their accuracy is first confirmed in writing by Adaptive. No representation warranty guarantee agreement or other statement made or purported to be made on behalf of Adaptatech relating to Good and/or Services shall have any legal effect or otherwise be binding on Adaptatech unless expressly made or confirmed in writing by the Board of directors of Adaptatech or by a director of the Board of Adaptatech who has the express authority of the Board for those purposes.
- 1.4 All Supply Contracts shall in all respects be governed by and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of English Courts of law.

### 2. Orders and specifications

- 2.1 There shall be no binding Supply Contract between the purchaser and Adaptatech until Adaptatech has confirmed in writing its acceptance of any order for Goods and/or Services placed by the purchaser or confirmed in writing any quotation estimate or tender for Goods and/or Services submitted by Adaptatech which has been accepted by the purchaser. Immediate delivery of the Goods and/or Services shall constitute Adaptatech confirmation for the purposes of creating a binding Supply Contract. Adaptatech may waive the requirement for any such written confirmation at any time and without notifying the purchaser.
- 2.2 No order placed by the purchaser may be cancelled and no acceptance by the purchaser of a quotation estimate or tender submitted by Adaptatech may be withdrawn without the specific written agreement of Adaptatech who may (if it has not already done so) accept such order or confirm such quotation estimate or tender and thereby create a binding Supply Contract.
- 2.3 Unless Adaptatech expressly agrees otherwise in writing the purchaser cannot cancel or withdraw from a Supply Contract. If Adaptatech agrees to any such cancellation or withdrawal (or if the purchaser otherwise wrongfully refuses to honour a Supply Contract) the purchaser will indemnify Adaptatech on demand in full against all losses (including loss of profit) costs (including the cost of all labour used and materials used or procured for the purposes of the Supply Contract) damages charges liabilities and expenses incurred or suffered by Adaptatech as a result of any such cancellation or withdrawal or wrongful refusal.
- 2.4 The purchaser must ensure the accuracy of an order for Goods and/or Services before it is placed and provide Adaptatech promptly with all information which may be necessary to enable Adaptatech to fulfill its obligations under a Supply Contract and in particular to enable delivery of the Goods and/or Services to take place.
- 2.5 Adaptatech may make changes to the specification of Goods and/or Services which do not materially affect their quality performance or operation or which are required to make them conform to any applicable legal or safety requirements without referring to the purchaser.
- 2.6 Adaptatech may make changes to the specification of Goods and/or Services which do not materially affect their quality performance or operation or which are required to make them conform to any applicable legal or safety requirements without referring to the purchaser.

### 3. Prices

- 3.1 The price to be paid by the purchaser for the Goods and/or Services is the price specified by Adaptatech in any quotation tender or estimate for the Goods and/or Services submitted by Adaptatech and accepted by the purchaser or (if there is no such quotation tender or estimate) the price for the Goods and/or Services as specified in Adaptatech price list current at the date of delivery of the Goods and/or Services .
- 3.2 Unless expressly stated otherwise in writing by Adaptive, all prices are ex-works and exclusive of e.g. carriage packaging delivery insurance value added tax and of any levy or other tax which may be payable in respect of the Goods and/or Services all of which if applicable to the Supply Contract in question will be payable by the purchaser in addition to the price of the Goods and/or Services .
- 3.3 If the Goods and/or Services are to be delivered by Adaptatech to any agreed or usual place for delivery to the purchaser, Adaptatech will insure the risk in the Goods and/or Services at the purchasers' expense whilst they are in transit unless the purchaser notifies Adaptatech in writing and in good time that it does not require such insurance.

### 4. Delivery

- 4.1 Unless specifically agreed otherwise in writing, time will not be of the essence in respect of delivery dates, all of which are estimated dates only. Adaptatech will endeavour to meet any estimated delivery date(s) but will not be liable to the purchaser or be deemed to be in breach of contract if (having used reasonable endeavours) it is unable to meet any estimated delivery date(s).
- 4.2 Delivery of the Goods and/or Services will be deemed to have taken place immediately upon the purchaser collecting them from Adaptatech premises or by Adaptatech delivering the Goods and/or Services to any agreed or usual place for delivery to the purchaser. The purchaser must accept delivery of all Goods and/or Services which are in good condition. If the Goods and/or Services are to be collected by the purchaser they must be collected within one working day after the date agreed for collection (time being of the essence for collection).
- 4.3 Where the Goods and/or Services are to be delivered in instalments each delivery shall constitute a separate contract and failure by Adaptatech to deliver any one or more instalments in accordance with these conditions or any claim by the purchaser in respect of any one or more instalments shall not entitle the purchaser to treat the whole Supply Contract as repudiated.
- 4.4 If the purchaser fails to take delivery of the Goods and/or Services (and such failure shall include any failure by the purchaser to collect the Goods and/or Services from Adaptatech premises within one working day after the date agreed for collection by the purchaser) or fails to give Adaptatech sufficient instructions to enable delivery to take place then Adaptatech may:-
  - 4.4.1 Store the Goods and/or Services at the purchasers risk until actual delivery and charge the purchaser for the cost of storage, transport, insurance and any other expenses which Adaptatech incurs as a result of any such delay in delivery or
  - 4.4.2 The purchaser shall be fully responsible for checking the Goods and/or Services and their condition on delivery or collection or as soon as possible thereafter and:-
    - 4.4.2.1 If the Goods and/or Services are delivered but not in accordance with the Supply Contract specifications or quantities the purchaser must notify Adaptatech in writing within twenty four hours of delivery failing which all specifications and quantities shall be deemed to be correct and the purchaser will not be entitled to reject the Goods and/or Services .
    - 4.4.2.2 If the Goods and/or Services have been delivered by Adaptatech at its own risk to any agreed or usual place for delivery to the purchaser and have been damaged whilst in transit then the purchaser must notify Adaptatech in writing within twenty four hours of delivery (if such damage was apparent at delivery) or within seven days (or such longer or shorter period as would be reasonable in the circumstances) of delivery (if such damage was not apparent on delivery but would have become apparent if the Goods and/or Services had been checked by the purchaser as soon as possible).
    - 4.4.2.3 If the Goods and/or Services have been collected by the purchaser from Adaptatech premises any damage to the Goods and/or Services which would be apparent at the time of collection is to be notified to Adaptatech immediately upon collection and any damage to the Goods and/or Services which existed before but would not have been apparent upon an inspection carried out prior to collection must be notified in writing by the purchaser to Adaptatech within seven days of collection.

### 5. Risk and property

- 5.1 All risk in the Goods and/or Services (including their loss or destruction ) will pass to the purchaser:-
  - 5.1.1 Upon the collection of the Goods and/or Services by the purchaser (if the purchaser is to collect them).
  - 5.1.2 At the time when the Goods and/or Services leave Adaptatech premises or would have left such premises but for any circumstances beyond the control of Adaptatech (if Adaptatech is to deliver them to the purchaser but is not to insure the risk in them at the purchasers expense against loss or damage in transit).
  - 5.1.3 At the time when the Goods and/or Services are delivered by Adaptatech to any agreed or usual place for delivery to the purchaser (if Adaptatech is to deliver them to the purchaser and is to insure the risk in them at the purchaser's expense whilst in transit).
- 5.2 Notwithstanding delivery of and the passing of risk in the Goods and/or Services to the purchaser the property in and title to the Goods and/or Services will not pass to the purchaser until Adaptatech has received payment in full in cash or in cleared funds of all amounts due in respect of the Goods and/or Services and all amounts due in respect of any other Goods and/or Services delivered under any other contract with the purchaser on or before the date when payment for the Goods and/or Services was made.
- 5.3 Whilst title to and property in the Goods and/or Services remains with Adaptatech the purchaser:-
  - 5.3.1 Will hold the Goods and/or Services as fiduciary agent and bailee for Adaptive.
  - 5.3.2 Must keep them separate from those belonging to the purchaser and third parties
  - 5.3.3 Must preserve them from damage and keep them properly stored and protected and insured and clearly identified as belonging to Adaptive.
  - 5.3.4 May resell them on normal commercial terms and in the ordinary course of business as the agent of Adaptatech but will have no authority to commit Adaptatech to any sub-sale of them.
  - 5.3.5 Must hold in a separate bank account as trustee for Adaptatech that amount of the proceeds of each re-sale as is equal to the amounts owed by the purchaser to Adaptatech for those of the Goods and/or Services which are the subject of that re-sale.
  - 5.3.6 If requested assign to Adaptatech any claims or rights of action it may have against any buyers of the Goods and/or Services from the purchaser.

### 6. Warranty

- 6.1 Adaptatech warrants that the Goods and/or Services will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of six months from the date when the risk in them

passes to the purchaser except that Adaptatech will not be liable for and such warranty will not extend to:-

- 6.1.1 Any defect in the Goods and/or Services arising wholly or partly from any drawing design specification or instruction supplied by the purchaser or from their alteration or repair without Adaptatech prior written approval
  - 6.1.2 Any defect arising from fair wear and tear neglect wilful damage negligence abnormal working conditions failure to follow Adaptatech instructions (whether such instructions are given verbally or in writing) improper installation handling or maintenance by the purchaser or misuse or caused other than by normal industrial or commercial application.
  - 6.1.3 Consumable or other Goods and/or Services components materials software or equipment not manufactured produced or created by Adaptatech (which will only be subject to such warranty or guarantee (if any) as is given by the manufacturer producer or creator of such items and the benefit of which is capable of being transferred to the purchaser).
  - 6.1.5 Loss of information which is or was capable of being backed up or otherwise saved or preserved by whatever means.
  - 6.2 A claim for breach of warranty giving full details of the breach complained of must be notified to Adaptatech in writing and any defective Goods and/or Services must be returned to Adaptatech at the purchasers expense within a reasonable time after delivery or (where the breach was not apparent from a reasonable inspection on delivery) within a reasonable time after discovery of the breach failing which the purchaser will not be entitled to reject the Goods and/or Services and Adaptatech will not be liable for the breach of warranty complained of.
  - 6.3 Adaptatech shall be entitled to repair or replace any defective Goods and/or Services (or any defective parts) at its own expense or to refund to the purchaser the price of the defective Goods and/or Services (or a proportionate part of the price) but will have no further liability to the purchaser under the warranty given in this condition 6 in respect of the breach complained of.
  - 6.4 If the total amount payable for the Goods and/or Services is not paid on the due date any warranty given by Adaptatech in relation to the Goods and/or Services will cease to apply for any part of the warranty period during which any amount payable for the Goods and/or Services remains unpaid.
- ### 7. Payment
- 7.1 The purchaser is to pay for the Goods and/or Services on or before any date(s) agreed with Adaptatech for payment and, in the absence of any such agreed date(s), is to pay for them as soon as the Supply Contract is created.
  - 7.2 All payments to be made by the purchaser for the Goods and/or Services are to be made in full in cash or in cleared funds and without any deduction set-off or counter-claim whatsoever and payment for the Goods and/or Services shall not be deemed to be made until such time as Adaptatech receives cash or cleared funds for the full amount then due for the Goods and/or Services including VAT and any ex-works items to be paid for by the purchaser.
  - 7.3 Any payments received by Adaptatech from the purchaser for the Goods and/or Services may be appropriated by Adaptatech and applied (in whole or in part) in discharge of any amounts owed to Adaptatech by the purchaser in respect of Goods and/or Services previously supplied where payment is overdue or in total or partial satisfaction of any other debt then due to Adaptatech from the purchaser and if so applied will not be deemed to have been received in respect of the Goods and/or Services . If the amount paid by the purchaser is less than the amount due to Adaptatech under any contract to which it is appropriated, Adaptatech may appropriate the payment to any individual items supplied under that contract.
  - 7.4 The purchaser may pay for the Goods and/or Services by means of a credit card or facility acceptable to Adaptatech but Adaptatech reserves the absolute right to refuse to accept any credit card or facility intended to be used by the purchaser for payment. If payment is made by credit Adaptatech reserves the right to make an additional charge to represent any additional administrative expense which it thereby incurs.

### 8. Default

- 8.1 If the purchaser.-
  - 8.1.1 Fails to pay all amounts payable for the Goods and/or Services on or before the due date.
  - 8.1.2 Fails to comply with its obligations under the Supply Contract.
  - 8.1.3 (Being an individual or being individuals any one of them) becomes bankrupt or has a bankruptcy petition presented against.
  - 8.1.4 (Being a company or being companies any one of them) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for the amalgamation or reconstruction of a solvent company) or is the subject of an administration order or has a receiver or administrator appointed or a petition presented for its winding up.
  - 8.1.5 Enters into any arrangement for the benefit of its creditors or has any distress or execution levied against its Goods and/or Services or chattels.
  - 8.1.6 Is unable to pay its debts as and when they fall due for payment or has no reasonable prospect of doing so then in any one or more of such circumstances or events all amounts then payable for the Goods and/or Services shall become immediately due and payable (if not already due and payable) and Adaptatech may:-
    - 8.1.7 Cancel the Supply Contract and suspend any other Supply Contracts and stop any Goods and/or Services in transit without be liable to the purchaser for compensation or damages
    - 8.1.8 Require the purchaser to return any Goods and/or Services in respect of which the property and title remains with Adaptatech and if the purchaser fails to do so Adaptatech may enter upon the premises where the Goods and/or Services are stored and repossess and remove them without being liable to the purchaser in compensation or otherwise for doing so
    - 8.1.9 Charge the purchaser interest (both before and after any judgement) on all amounts which are then due and remain unpaid at the rate of two per centum per annum above the base rate from time to time of Barclays Bank Plc (compounded at quarterly intervals) until payment is made in full.

### 9. Indemnity

- The purchaser will indemnify Adaptatech in full on demand from and against all losses costs claims damages expenses and liabilities awarded against or incurred by Adaptatech in connection with or agreed to be paid Adaptatech in settlement of any claim.
- 9.1 For the infringement of any industrial or intellectual property right of any person which results from Adaptatech producing modifying or processing the Goods and/or Services in accordance with the purchasers specification(s)
  - 9.2 Arising from any failure by the purchaser to comply with any instructions procedures precautions guidelines or other measures specified verbally or in writing by Adaptatech relating to the use or maintenance of the Goods and/or Services or from the purchaser's failure to use best endeavours to procure that any person who subsequently uses or buys the Goods and/or Services (including a consumer) is made aware of the same and of the importance of complying with them
  - 9.3 Arising because of any breach by the purchaser of any of its obligations under the Supply Contract

### 10. General

- 10.1 A Supply Contract (including all rights and benefits under it) is not transferable or assignable by the purchaser in whole or in part to any other party or entity whatsoever.
- 10.3 Any of these terms and conditions which are held or declared to be invalid or unenforceable in whole or in part shall apply with such reasonable variations or additions as Adaptatech may notify to the purchaser and which shall be necessary to make them valid and enforceable and will not affect the operation of any other provisions of these terms and conditions.
- 10.4 Each right or remedy of Adaptatech under these terms and conditions is separate and independent from and additional to each and every other right or remedy of Adaptatech and each such right or remedy may be exercised without prejudicing any other such right or remedy.
- 10.5 Each exclusion of Adaptatech liability under these terms and conditions shall be severable from any other such exclusion of liability.
- 10.6 The expression 'working day' means any day from Monday to Friday(inclusive) other than Christmas Day, Good Friday and any statutory bank or public holiday.
- 10.7 Where any notification or communication under these terms and conditions is required to be given in writing then unless any particular term or condition requires otherwise it may be given by hand, first class post airmail, telex or telefax or by other comparable means of communication.