

**Williams Electronics Ltd.
Terms & Conditions of Sale**

1. General - The terms and conditions below (the "Conditions") shall form part of every contract between the seller Williams Electronics Ltd. ("W-E") trading as Molynt Systems and the person placing the order (the "Buyer") for the sale and purchase of equipment or services (the "Goods"). No variation to these terms & conditions will apply unless agreed to in writing by W-E.

2. Costs - The price of the goods, which exclude VAT, shall be as quoted by W-E. Quotations are valid for 30 days, unless otherwise specified. Equipment returned for repair will be quoted separately and in the event of no fault being found each unit will incur an inspection charge of £25.00, plus carriage, for a full functional test before return to the Buyer. W-E reserves the right, by giving written notice to the Buyer prior to delivery, to increase prices to reflect any increase in the cost to W-E of supplying the Goods which are due to any factors beyond the reasonable control of W-E.

3. Ordering - W-E may decline to accept any order, whether or not payment has been received, by giving written notice of non-acceptance to the Buyer within a reasonable period of receipt of the order by W-E. If orders cannot be fulfilled completely from stock, the unfulfilled balance will, at the Buyer's request, either be put on back order or cancelled.

4. Delivery – Delivery shall be ex-works, unless specified by W-E. Upon delivery, risk of loss or damage to the Goods shall pass to the Buyer, who will sign the delivery note to acknowledge receipt. All delivery periods are given in good faith and every endeavour is made to meet them. Delivery periods are given without liability for delay however caused and recompense shall be limited to the invoice value of the Goods.

4.1 Where the Goods ordered are to be delivered in instalments, each delivery shall be paid for separately and failure by W-E to deliver any of the instalments shall not permit the Buyer to reject the complete order.

4.2 The Buyer must inspect the Goods as soon as possible after delivery and should, within 5 working days of the date of delivery, inform W-E of:

- a) any defect in the product that is apparent on reasonable examination.
- b) any discrepancy in the delivered goods, or variation to the Buyer's order.
- c) any non-delivery of goods (within 10 working days) of the estimated despatch date.

Consignments received in a damaged condition should be rejected.

4.3 If the Buyer fails to take delivery of the Goods, or fails to give W-E adequate delivery instructions by the stated delivery date then, without prejudice to other remedies available to it, W-E may store the Goods until actual delivery and charge the Buyer reasonable costs, including insurance, storage & redelivery, or treat the contract for the order as cancelled.

4.4 Where the Goods are to be collected by the Buyer, W-E may regard the order as cancelled and re-sell the goods if the Buyer fails to collect the Goods within one month of being advised they are available for collection.

4.5 Where Goods have been received for repair and W-E has advised the Buyer of the outcome of the repair, whether successful or otherwise, items subsequently left with W-E for more than 3 months will be disposed of.

5. Payment - Payment terms are cash with order, unless W-E has granted credit to the Buyer, in which case remittance, in full, should be made within 30 days of the date of the invoice. Where no credit arrangement is applicable, payments not received in full by the date stated on the W-E invoice will incur a charge for interest at 8% per annum, plus the currently-quoted reference rate, on the unpaid balance. This will accrue on a daily basis until full payment is received by W-E, whether before or after any judgement. Notwithstanding the passing of risk to the Buyer, the Buyer shall indemnify W-E against all costs it may incur in recovering sums due to it.

W-E retains the legal & equitable title in the Goods until all monies owing to it have been paid in full. Until title in the Goods has passed to the Buyer, the Buyer shall hold the Goods as bailee for W-E and shall preserve them in a saleable condition, insure them for their full value and return them to W-E upon request.

6. Warranties – W-E warrants that the Goods will be free from defects in materials & workmanship for the following period:

New items: 12 months
Repaired items: 6 months

Any extended warranties shall be subject to separate written Conditions, referring to specific Goods & warranty periods and will apply to the first Buyer only. If any of the Goods fail to conform to the above warranty then W-E will, at its option, repair at its premises or replace the Goods at no cost to the Buyer. The foregoing is conditional upon the Buyer giving W-E written notice of details of the defect in the Goods within 14 days of the defect being perceived by the Buyer. This warranty specifically excludes defects arising from fair wear & tear, misuse, wilful damage, or the Buyer's failure to ensure that the Goods are operated according to its specifications or industry standards and practices.

7. Returned Materials Authorization (RMA) - Goods will only be accepted back for credit if accompanied by written consent from W-E. Unauthorized parcels will be returned to the Buyer at the Buyer's expense and a handling charge will be made. Goods must be returned to W-E in their original packaging and in a condition suitable for re-sale. Under no circumstances will Goods which have been marked, damaged or used be considered for return unless previously agreed in writing by W-E, on a per occasion basis.

8. Cancellation – Orders accepted by W-E may only be modified, rescheduled or cancelled with the written agreement of W-E. Refunds shall be limited to the invoice value of the Goods less a 10% restocking charge.

9. Product Changes and Availability - W-E reserves the right to implement design changes or discontinue any product without prior notice.

10. Proper Law - These Conditions shall in all respects be construed and interpreted in accordance with the Law of Contract in England and Wales notwithstanding the effect of the law of the European Union.

11. Force Majeure - The Company shall not be liable for any failure to perform its obligations hereunder by reason of any cause whatsoever beyond its control (including without limitation trade dispute; fire, flood or act of god; armed conflict; equipment or supply difficulties; any rule or action of any public authority; transportation delays; refusal or delay in granting any necessary licence or permit; or any repudiatory event by the Purchaser). In such circumstances it may terminate the Contract whereupon the Purchaser shall pay a sum equal to the costs to the Company of performing the Contract and the Company's liability shall be limited to repayment of any sums paid in respect of undelivered Goods (or unperformed services) less such costs.