

CONDITIONS OF SALE

1. All tenders for acceptance of orders by S.I.G.A. (ELECTRONICS) LIMITED, hereinafter called SIGA, are subject to the following conditions and these shall exclude all conditions, warranties and liabilities which might be applied but for this provision. Tenders are subject to confirmation on receipt of an order.

2. **PAYMENT.** Payment is due on receipt of invoice. Where credit terms are allowed, unless otherwise specified or agreed by SIGA payment is to be made by 20th of the month, following that in which the goods are invoiced. Credit terms are subject to satisfactory trade references being received by SIGA.

Failure to make payment on any due date shall constitute a breach of contract and SIGA may, before any further delivery against any orders, require payment thereof and for all other accounts then due. Default in payment shall entitle SIGA to take proceedings for the collection of the outstanding amounts without prejudice to any subsequent claim SIGA may enter for non-fulfilment of contract. All costs incurred in payments and arrears will be charged to the Purchasing Company.

The property in all goods supplied by the Company shall remain vested in the Company until the full price of the goods has been paid to the Company.

The Buyer is nevertheless responsible for cover against all risks of loss, damage or destruction of such goods until payment is made.

The Buyer shall store or label all goods belonging to the Company and for which payment has not been made so that they can be identified as such.

If the Buyer resells such goods the Buyer shall account to the Company for the sale price.

3. **PRICES.** Prices quoted are based on the cost of materials, rates or wages payable to labour and conforming to statutory obligations ruling at the date of acceptance of the order and will normally be held firm for deliveries made within three months of the acceptance of an order or contract.

Nevertheless, SIGA reserves the right to apply such reductions or increases to the price of the order or contract in consequence of variation in the cost of production as may be in force at the time of delivery.

4. **DELIVERY.** Delivery times are subject to the receipt of a written order to proceed and of all necessary information and free issue materials (where these apply) to enable the work to be put in hand.

Delivery times are to be treated as estimates only, not involving any contractual obligation unless SIGA has specifically contracted otherwise in writing, and if circumstances arise which prevent or hinder delivery within any specified time, then SIGA shall not be liable for any charges or damages of any kind by reason thereof nor will cancellation be accepted unless mutually agreed. In particular SIGA shall not be responsible for delays resulting from strikes, lockouts, work breakdowns, delays in transport, shortage of raw materials, Government regulations and restrictions or from any other cause whatsoever beyond the control of SIGA.

In the case of an order or contract calling for multiple deliveries, each delivery shall be deemed to be sold under a separate contract and failure by SIGA in respect of any one or more shall not entitle the Buyers to treat such failure as a reason for refusal to accept any further deliveries.

5. **GUARANTEE.** No guarantee, expressed or implied is given as to the life or wear of the goods supplied, nor that they will be suitable for any particular purpose or for use under any specific conditions although such purpose or conditions may be known to SIGA.

6. **DEFECTIVE GOODS.** Unless otherwise laid down in the contract or specification, if any defect or failure in the goods supplied becomes apparent under proper use within such period after despatch as SIGA considers reasonable in the particular case and the goods are returned free to SIGA (Electronics) Limited, 3 Darlington Close, Sunderland Road, SANDY, Bedfordshire, unless otherwise arranged, SIGA will, if required and practicable, either supply fresh goods in replacement or, at its option repair the original goods free of charge provided SIGA is satisfied the defect or failure is due solely to bad workmanship or faulty materials. No responsibility is accepted by SIGA for any loss, damage or expense, direct or consequential or for any accident, or the effects of any accident arising from any defect or failure in goods supplied by it. Defects in quality or dimensions in any delivery are not to be a ground for cancellation of the remainder of the order or contract.

7. **CANCELLATION.** Orders cannot be cancelled except with our written consent and on terms which indemnify SIGA against all loss.

8. **TECHNICAL ADVICE.** Whilst every effort is made to be accurate SIGA cannot be held liable for any technical information or advice given by an employee at any time.

9. SIGA reserves the right to correct typographical and clerical errors.

10. **RETENTION OF TITLE:**

a) The risk in the Goods shall pass to the Purchaser at the point of delivery.

b) The ownership of the Goods shall remain with SIGA until such time as all sums owing to SIGA under this Contract have been paid. The Purchaser shall, however, be entitled -

(i) On behalf of SIGA to sell the Goods in the normal course of business but in such event the proceeds of sale to the value of the Goods (that value for all purposes in this Clause being the price invoiced by SIGA to the Purchaser for the Goods) and/or the claim to such proceeds to the value of the Goods will be held in trust for SIGA in place of the Goods, and/or

(ii) On behalf of SIGA to convert the goods into other products and/or admix the goods with goods the property of the Purchaser or other third parties in the normal course of business and on behalf of SIGA to sell the goods as convert or admixed in the normal course of business, but in such event

(a) Until sale of the products into which the Goods have been converted or admixed in the normal course of business the property in the Goods will remain with SIGA and the Purchaser will hold in trust for SIGA the said products to the extent of the full value of the Goods, and

(b) On sale in the normal course of business the Purchaser will hold in trust for SIGA the proceeds of sale of such other products into which the Goods have been converted or admixed to the value of the Goods and/or the claims to such proceeds to the value of the goods.