

**Sales and Delivery terms for:
STL POWER AND PROCESS CONTROLS LTD
Trading as RTK CONTROL SYSTEMS**

1. Definitions

- (a) “**Buyer**” means any person, firm, or company receiving a quotation from and/or placing an Order with the Seller.
- (b) “**Seller**” means STL Power and Process Controls Ltd, trading as RTK CONTROL SYSTEMS
- (c) “**Goods**” means any items described in the Order and supplied under the terms of the Contract.
- (d) “**Order**” means the Order placed by the Buyer for the supply of the Goods.
- (e) “**Conditions**” means these Standard Terms and Conditions of Sale.
- (f) “**Contract**” means the Contract for the sale of the Goods between the Seller and the Buyer governed by these Conditions.

2. The Agreement

- (a) The Contract and all agreements from time to time entered into between the Seller and the Buyer which provide for the sale of any Goods by the Seller to the Buyer shall be deemed to incorporate these Conditions which represent the complete agreement of the Seller and Buyer with regard to the Goods except as maybe otherwise specifically agreed in writing by the Seller. These Conditions shall override any terms and Conditions stipulated, incorporated, or referred to by the Buyer in any Order correspondence negotiations or any other way.
- (b) No additions or modifications to or terms of Conditions inconsistent with these Conditions shall be binding upon the Seller unless agreed by the Seller in a document expressly referring to a modification, alteration, variation or addition of or to the relevant Conditions.
- (c) Any quotation given by the Seller is valid for a period of 30 days from its date of issue unless otherwise stated.
- (d) All Orders constitute an offer by the Buyer to purchase Goods in accordance with these Conditions.
- (e) No Order is binding on the Seller until accepted by the Seller in writing by the issue of the Seller’s official Order confirmation notwithstanding any act or statement of the Seller or its agents or representatives prior to such issues.
- (f) Without prejudice to the foregoing acceptance of delivery of the Goods by the Buyer shall be deemed to constitute acceptance of these Conditions to the exclusion of all other terms and Conditions whatsoever.
- (g) If any terms or Conditions herein (or part thereof) is held to be invalid for any reason by any Court or competent authority it is to that extent to be deemed removed from the Contract without prejudice to the validity or effectiveness of the remaining terms and Conditions hereof.
- (h) The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of breach shall operate as a waiver of any subsequent breach.
- (i) The Seller reserves the right to make minor alterations to the design and specification or construction of the Goods without prior notification to the Buyer.

3. Cancellation

No cancellation by the Buyer is permitted except where expressly agreed by the Seller in writing.

4. Prices

- (a) The price for the Goods shall be as agreed in writing between the Seller and the Buyer.
- (b) Unless otherwise stated all prices quoted are net ex works and exclusive of VAT and insurance.
- (c) The Buyer shall not be entitled to make any deduction from the price of the Goods in respect of any alleged rights to set-off or counter claim unless both the validity and the amounts thereof have been expressly acknowledged and admitted by the Seller in writing.
- (d) The Seller reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increase in the cost of raw materials, labour services, or any currency fluctuations affecting the cost of imported materials.

5. Payment Terms

- (a) Unless otherwise agreed or specified by the Seller in writing, payment for the Goods shall be due in full together with any Value Added Tax chargeable at time of order.

- (b) Those Buyer's with an agreed account with the Seller shall pay for the Goods in full together with any Value Added Tax chargeable thirty (30) days after the date of the invoice for the Goods in question.
- (c) The Seller's invoice may be issued to any Buyers with an account at any time after the Goods are ready for despatch.
- (d) Time for payment of the price shall be of the essence and without prejudice to any other right which the Seller may have. The Seller shall be entitled to charge interest on overdue amounts due under the Contract from the due date for payment thereof until payment such interest to accrue from date to date and such interest to accrue both before and after judgement and to be payable on demand at the rate of eight per cent (8%) per month above the base rate for the time being of HSBC Bank Plc, and proportionately for any lesser period, until repaid in full.
- (e) The Seller reserves the right to suspend further deliveries to demand security for payment and to cancel any allowance of further credit in the event of:
 - (i) any payments under the Contract (or any other Contract with the Buyer) not being made when due; or
 - (ii) the Seller in its sole discretion at any time considering that the financial condition of the Buyer has ceased to justify any such terms being permitted.

6. Delivery and Risk

- (a) All quotations and Contracts are for delivery of the Goods ex the Seller's works and delivery of Goods to a carrier shall constitute delivery thereof to the Buyer. Any delivery date is approximate only and is not a Contractual commitment.
- (b) The Seller reserves the right to deliver by instalments.
- (c) Risk in the Goods shall pass to the Buyer on delivery of the Goods to the carrier. If the Buyer requires postponement of delivery beyond the projected delivery date, the Seller may, as an option, exercisable by notice in writing to the Buyer treat the Goods as having passed to the Buyer and store the Goods at the Buyer's expense and risk.
- (d) The Buyer shall not be entitled to reject the Goods by reason only of short delivery thereof.
- (e) Deviations in quantity of the Goods delivered (representing not more than 10 per cent by value) from that stated in the Contract shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered.

7. Passing of Property and Retention of Title

- (a) Notwithstanding delivery the property in the Goods shall not pass until the Buyer has paid in full the price of Goods.
- (b) Furthermore, the property in the Goods shall not pass to the Buyer unless and until the full price of any other delivered Goods and the subject of any other business transaction between the Buyer and the Seller has been paid. Such price and the price of the Goods shall hereinafter together be called "THE VALUE" and shall where the context so permits include in addition thereto any costs of repossession incurred pursuant to paragraph (iv) of Clause (c) hereof.
- (c) Until the value has been received by the Seller, the Buyer will hold the Goods as bailiff on behalf of the Seller and the Buyer hereby acknowledges that there shall accordingly subsist a fiduciary relationship in respect of the Goods between the Buyer and the Seller.

Subject thereto:

- (i) The Buyer will store the Goods on its premises separately from its own Goods or those of any other person in such a way that they can be readily identified as the Goods of the Seller;
- (ii) Until payment as aforesaid, the Buyer will take all necessary measures for the protection of the Goods including the insurance thereof against all usual risks with an insurance company approved by the Seller for the full replacement value of the Goods. The Buyer will procure that the interest of the Seller is noted upon any policy of insurance effected pursuant hereto and that a copy of the same is supplied to the Seller on the creation thereof;
- (iii) The Buyer is authorised by the Seller to agree to sell on the Goods at a price which shall nevertheless be no less than the purchase price of the Goods hereunder subject to the express condition that the entire proceeds thereof are held in trust for the Seller and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Seller's money. The Buyer shall keep records (to be produced to the Seller whenever required) of the name and address of any such sub-purchaser and the date and Contract price of each delivery and shall, if the Seller so requires in writing, assign such claims as the Buyer has against such sub-purchasers as emanate from this transaction;
- (iv) The Seller may at any time, if payment is overdue in whole or in part, without prejudice to any other right arising pursuant to or consequent upon this Agreement for the purpose of recovery of the Goods, enter upon any remise where the Goods are stored or where they are reasonably thought to be stored and may repossess the same. All costs and expenses reasonably incurred by the Seller in connection with such recovery shall be paid by the Buyer.
- (v) It is declared for the avoidance of doubt without prejudice to the generality of the foregoing, that the Seller may recover the Goods and payment shall become due if:

- (A) The Buyer does or fails to do anything which would entitle an Administrator or Administrative Receiver to take possession of any of its assets or which would entitle any person to present a petition to wind up the Buyer: and/or
 - (B) The Buyer passes any resolution to wind itself up or publishes a notice convening a meeting of its creditors pursuant to section 98 of the Insolvency Act 1986 or any statutory modification or replacement thereof; and/or
 - (C) The Buyer if an individual has a Bankruptcy Order made against it or enters into any arrangement for the benefit of its creditors generally.
- (d) (i) The Buyer may admix the Goods with other property not belonging the Seller. However, if Goods at the property of the Seller are admixed with Goods at the property of the Buyer, or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Seller. If Goods at the property of the Seller are admixed with Goods at the property of any person other than the Buyer or reprocessed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person.
 - (ii) The provisions of Paragraph (iii) of Clause (c) hereof shall apply mutatis mutandis to the proceeds of sale of any product referred to in Paragraph (i) of this Clause
- (e) Each of the preceding Clauses and sub-paragraphs shall be construed and shall take effect separately. In the event of one or more such Classes or sub-paragraphs being held ineffective this shall not affect the validity of the remaining Clauses or sub-paragraphs.
 - (f) Certain packaging and transport materials including but without limitation thereto; containers, cans, drums, crates, pallets etc remain the property of the Seller and the Buyer shall return all such materials to the Seller without delay in a good and proper condition. The Seller reserves the right to charge the Buyer for any materials not returned.

8. Inspection/Shortages

- (a) The Buyer is under a duty wherever possible to inspect the Goods on delivery or on collection as the case may be.
- (b) Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- (f) The Seller shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with, and in any event will be under no liability if a written complaint is not delivered to the Seller within fourteen (14) days of delivery detailing the alleged defect or shortage.
- (g) In all cases where defects or shortages are complained of, the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is given to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9. End User Compliance

- (a) The Buyer agrees not to transfer, or re-export Goods purchased from the Seller to Crimea, Cuba, Iran, North Korea, or Syria.
- (b) The Buyer certifies that such Goods will not be diverted, transhipped, re-exported or otherwise transferred in contravention to U.S. and EU export laws and regulations.
- (c) The Buyer affirms that such Goods will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation without proper authorisation or compliance of the U.S. and EU export regulations.
- (d) The Buyer certifies that the goods will not be used for human rights violations or in any other end use that is prohibited by applicable U.S. and EU laws.

10. Liability

- (a) Nothing in Clause 9 shall be deemed to exclude or restrict the Seller's liability for death or personal injury resulting from negligence.
- (b) Each of the sub-clauses in Clause 9 is to be treated as separate and independent.
- (d) The Seller warrants that it has title to the Goods or will have such title at the time when property in the Goods is to pass the Buyer under the Contract and warrants that in all other respect it is able to satisfy its obligations to the Buyer under Section 12 of the Sale of Goods Act 1979.
- (d) Save as expressly stated herein all warranties and Conditions whether express or implied by statute (including in particular Sections 13, 14, and 15 of the Sale of Goods Act 1979) usage, trade custom, or otherwise relating to the quality or nature of the Goods or their life or wear or fitness for any particular purpose or use under any specific Conditions are hereby expressly excluded.
- (e) The Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in Contract or in any other way (including loss arising from the Seller's negligence).

Non-exhaustive illustrations of consequential or indirect loss would be

- i. loss of profits
- ii. loss of Contracts
- iii. damage to property of the Buyer or anyone else and
- iv. personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Seller's negligence).

(f) The Seller's total liability for all claims arising out of any one Contract shall not exceed the Contract price.

11. **Guarantee**

The Contract shall be governed by and construed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.

- (a) All Goods are thoroughly tested before despatch from the Seller's works.
- (b) Any Goods manufactured by the Seller which are found to be defective within six (6) months after despatch will be repaired or replaced by the Seller (at its discretion) free of charge, provided that the defect is due to faulty design material or workmanship or to occurrences before despatch.
- (c) In any event, the Seller's guarantee hereunder shall expire twelve (12) months after despatch of Goods, unless otherwise agreed in writing by the Seller.
- (d) If Goods not manufactured by the Seller shall be found to be defective, the Seller's liability shall be limited to transferring any rights to which the Seller is entitled against the supplier of those Goods.
- (e) Any Goods supplied as replacement is guaranteed in the same way as the Goods originally supplied.
- (f) All Goods replaced by the Seller become the property of the Seller.
- (g) The Seller shall not be responsible for damage or defects due to maladjustment or alterations to the Goods or tampering or improper repair work carried out by the Buyer without the Seller's prior written consent.

12. **Force Majeure**

- (a) The Seller shall have no liability under the Contract in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded, or delayed, as a consequence of any "Force Majeure" or any occurrence whatsoever beyond the control of the Seller including, without prejudice, to the generality of the foregoing;
 - (i) compliance with any Order regulation or control of any national or local authority governmental department or other competent authority of any country whether or not legally enforceable; or
 - (ii) any delays in or cancellation of deliveries or provision of services by third parties including principle companies or shortages of Goods materials or parts; or
 - (iii) any strikes, lock-outs, or trade disputes whether involving the Seller's employees or others (including those of principle companies), fire, explosion, accident calamity, malicious damage, war, riot, civil commotion, default of suppliers or subcontractors, or act of God; or
 - (iv) failure in whole (or in part) of any power or energy supply.
- (b) Whilst the Seller undertakes to make reasonable endeavours within its power to overcome difficulties arising in connection with any of the events or circumstances referred to in sub-clauses (a) of this condition, the Seller reserves the right to terminate the Contract with the Buyer without incurring any liability whatsoever and in particular the Seller shall not be obliged to purchase any Goods from third parties to make good any such difficulty.

13. **Confidentiality**

The Buyer shall, during and after the termination of the Contract, keep confidential all information from the Seller of which becomes known to the Buyer in connection with the Contract.

14. **Assignment**

The Buyer shall not assign the Contract without the written agreement of the Seller.

15. **Sales Promotion Documentation**

Whilst the Seller takes every precaution in the preparation of its catalogue's technical circulars price lists and its other literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Seller. The Seller shall not be bound thereby.

16. **Notices**

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given, sent, or delivered to the party concerned at its address specified in the Contract or such other address as that party may from time to time notify to the other in writing and shall be deemed to have been served if sent by post or email.

17. Headings

The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

18. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts.