

## Terms and Conditions of Sale

1. The following conditions shall apply to and be deemed to be incorporated in every contract of sale (hereinafter referred to as "the contract") entered into by Thomas Salvesen Enterprises Ltd trading as Opus Metrology (hereinafter referred to as "the Company") for goods comprised in the contract. Any terms endorsed on or contained in the customer's order form which are inconsistent with these conditions shall be deemed to be superseded and nullified by these conditions.
2. Advertisements including photographs or other illustrations, statements as to capacity power or output shall not be considered or implied as representation, condition or warranty governing, amplifying or enlarging the contract or to be deemed to represent the goods and shall not form part of the contract.
3. Where the customer is to supply information specifications goods materials plant or labour the customer shall supply the same within a reasonable time to enable the Company to complete delivery pursuant to Condition 6 and if the customer fails to do so the Company may at its option cancel the contract or charge the customer with all additional costs thereby incurred by the Company in the event of cancellation the customer shall be liable to the Company for any loss incurred by it including consequential loss and loss of profit.
4. Any quotation delivered by the Company to the customer shall be deemed to be an invitation to treat only and such invitation shall be withdrawn 28 days from the date thereof (time being of the essence) unless the customer places an order within that period. Acceptance of a quotation or the placing of any order by the customer shall not be binding on the Company unless and until such acceptance or order shall have been confirmed in writing by the Company. The contract thereafter cannot be varied rescinded or cancelled otherwise than upon terms expressly agreed in writing by the Company and the customer PROVIDED THAT the Company shall be entitled to charge the technical specification of the goods without notice.
5. The customer shall in placing an order notify the Company in writing specifying any of the goods comprised in the contract which it is intended shall be incorporated in any aircraft. The customer shall not incorporate any goods comprised in the contract in an aircraft or permit the same to be so incorporated without giving prior written notification to the Company.
6. (1) Where a date is named for delivery and such delivery date is not extended by mutual consent in writing the customer shall take delivery on that date or so soon thereafter as the goods are ready for delivery.  
(2) If the customer shall ask for delivery to be deferred the Company shall be entitled as a prior condition to agreeing to such request to require the customer to pay to the Company on account of the price a sum equal to the costs incurred or to be incurred by the Company in material labour storage and insurance in connection with the goods.  
(3) Any date for delivery named by the Company is an estimate only and is to be deemed to be not of the essence of the contract. Whilst the Company will undertake to use their best endeavours to execute the contract for the date specified, the Company will not be liable for any loss alleged to have been caused by any delay howsoever arising and will not accept any cancellation by the customer in respect of such delay.
7. The risk in the goods shall pass to the customer when the goods are despatched from the Company's premises.
8. Until such time as full payment has been made of the price of the goods and all sums outstanding from the customer to the Company at the date of Contract:-
  - (a) while the goods remain in the possession of the customer the following shall apply:-
    - (i) the property in the goods shall remain in the Company
    - (ii) the customer shall keep and store the goods in such a manner that they can be identified as being the property of the Company
    - (iii) the customer shall be at liberty to incorporate the goods in the customer's products and to sell them in the ordinary course of business
    - (iv) the Company may by written notice terminate the customer's power of sale at any time if the customer goes or appears to the Company to be about to go into receivership or liquidation and
    - (v) at any time after termination of the power of sale the Company may repossess the goods and any goods in which they may have been incorporated and the customer hereby grants to the Company an irrevocable licence for the purpose of so doing.
9. The Company may at its option defer the performance of any of its obligations under the contract until the customer obtains and produces to the Company or otherwise fulfills all such consents and requirements as are or may be imposed by any government department local authority or other authority and if the same is not obtained or fulfilled within a reasonable time the provisions of Condition 3 shall apply.
10. If the company shall be prevented from performing any obligation arising out of or in connection with the contract by reason of war, strikes, accidents or matters or any other cause beyond their power and control (including any restrictions arising out of any Government Order or Regulation for the time being) the Company may at its option suspend or cancel the performance or obligation (as the case may be) arising out of the contract and in such event the customer shall be liable to pay a reasonable price for work already done or completed under the contract.
11. (1) Unless otherwise expressly agreed any quoted price shall be regarded as ex Works and shall be exclusive of value added tax any package insurance freight and delivery charges.  
(2) If between the date of the quotation and the date of supply or despatch by the Company of the goods the subject of the contract there shall be an increase in the cost of material labour freight insurance or other charges arising out of or incidental to the performance of the contract the Company shall be entitled to charge and the customer shall pay a reasonable sum in respect of such increase in addition to the price stated in the contract.
12. Unless otherwise expressly agreed, payment of the price must be made by the last working day of the month following the end of the month in which the goods are invoiced notwithstanding any
13. The Company shall be entitled (without prejudice to any other rights or remedies and without giving prior notice) to charge interest on any amount overdue in accordance with
- the terms and conditions of the contract at the rate of 5 per cent per annum above Bank of England minimum lending rate from the due date until the date of actual payment.
14. The undertaking set out condition 15 is the only undertaking as to the quality or fitness of the goods given by the Company. All other warranties conditions and statements express or implied, statutory or otherwise as to the quality or fitness of the goods are hereby excluded.
15. If the goods are defective on delivery or become defective within twelve months after receipt by the customer, and such defects arise in either case from faulty workmanship or materials in manufacture, the Company will at its own expense replace or repair the defective goods at the Company's discretion unless the defects arise either from materials or workmanship specified or supplied by the customer or from the Company manufacturing the goods to the customer's satisfaction. Warranty obligations are limited to those liabilities stated above irrespective of the cause.
16. The Company shall not be under any liability under condition 15 unless the customer has notified the Company of the defects within a reasonable period of receipt of the goods in question and at its own expense has subsequently made them available for inspection and test at the Company's premises.
17. Save as mentioned in condition 15, The Company shall not be liable for any damage whether direct or indirect, special or consequential, suffered by the customer or its officers or employees and arising out of or in connection with the goods whether original or replaced and whether in contract, or tort or negligence.
18. The customer shall indemnify the Company against all damage suffered by the Company arising out of or in connection with the goods by reason of claims made by the customer or any third party save for claims made under condition 15.
19. Where goods are sold F.O.B. the Company shall be under no obligation to give the customer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
20. No claim for damages in transit, shortage of delivery or loss of goods will be entertained unless in the case of damage in transit or shortage of delivery separate notice is given to the Railway Executive or carrier concerned and to the Company within three days of the receipt of goods followed by a complete claim in writing within five days of receipt of goods and in the case of loss of goods notice in writing is given to the Railway Executive or carrier concerned and the Company and a complete claim is made in writing within ten days of the date of consignment.
21. If the customer shall make defaults in or commit a breach of this contract or in any other of his obligations to the Company or if any distress or execution shall be levied upon the customer's property or assets or if the customer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the customer shall be a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.
22. In the event of any of the goods being manufactured to the specification of the customer the customer will indemnify and keep indemnified the Company against any allegation made or claim asserted against the Company the manufacture sale or use of the goods constitutes a violation or infringement of letters patent or other proprietary rights of any third party such indemnity to extend to all liabilities loss or damage arising therefrom including all costs and expenses arising out of such allegation or claim.
23. Where goods are supplied in returnable packing cases unless the empty packing cases are returned in good condition to the Company carriage paid within 28 days of delivery to the customer the full cost thereof will be charged to the customer. The cases must be clearly marked with the customer's name and address.
24. (1) Any notification hereunder on the part of the customer shall be in writing addressed to the Company at its registered office and shall be deemed to have been given on a receipt of such notification by the Company.  
(2) Any notification by the Company shall be given by letter, telephone, telegram, cable, telex or any other method of communication and if not made by a letter it shall be followed by a letter contain such notification despatched by post within 72 hours thereof to the customer by the Company and shall be deemed to have been received by the customer at the expiration of seven days after such letter shall have been despatched.
25. The Contract and these Conditions of Sale shall be governed by and construed in accordance with English Law and subject as provided in General Condition 22 the parties hereto hereby submit to the non-exclusive jurisdiction of the English Courts.