



Standard Terms and Conditions of Sale

Any contract for the sale of Goods or Services by Megahertz Limited shall be subject to the following Terms and Conditions.

1. Interpretation

'Customer' means any person, firm or Company who accepts a quotation of the Company for the sale of Goods or whose order for Goods is accepted by the Company.

'Goods' means the Goods materials or labour (including any instalment of the Goods or any part of them) which the Company is to supply in accordance with these Conditions.

'Company' means Megahertz Limited (registered in England under number 8072421)

'Conditions' means the standard Terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes any special Terms and Conditions agreed in writing between the Customer and the Company.

'Contract' means the contract for the purchase and sale of the Goods.

2. Basis of the Sale

2.1 The Conditions shall (unless they are expressly amended) be deemed to be incorporated into all contracts made by the Company and all Goods supplied by the Company shall be deemed to be carried out pursuant to the contract incorporating these Conditions and shall prevail notwithstanding any printed or other Conditions contained or referred to in any purchase order to other document prepared by or on behalf of the Customer.

2.2 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by a director of the Company shall add to, vary or waive any of the Conditions.

3. Orders

3.1 The seller will be under no liability for any order received until the order is accepted by the Company in writing.

3.2 The Customer shall be responsible to the Company ensuring the accuracy of the Terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its Terms.

3.3 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on Terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4. Price

4.1 The price of the Goods shall be the Company's quoted price. All prices quoted are valid for 30 days from date of issue or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Except as otherwise stated under the Terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices for the Goods are given by the Company on an ex-works basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

5. Payment

5.1 The Company shall be entitled to invoice the Customer for the price of the Goods before or after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

5.2 Payment shall be made at the invoice price without deduction prior to delivery or execution unless agreed in writing to the contrary. And the Company shall be entitled to recover the price, notwithstanding that delivery of the Goods has not passed to the Customer. The time of payment of the price shall be of essence of the Contract. Receipts will be issued only upon request.

5.3 Failure by the Customer to pay in accordance with the provisions of this Clause shall entitle the Company without prejudice to its rights to damages, to suspend any outstanding deliveries or to cancel the Contract.

5.4 In addition to the Company's rights under sub-clause 5.3 the Company shall be entitled to charge interest on any amounts outstanding (both before and after payment) at the rate of 4 per cent above The Bank of England base rate for the time being in force.



6. Delivery

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) or similar Goods to replace those not delivered over the price of the Goods.

6.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault then, without prejudice to any other right or remedy available to the Company, the Company may:

6.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and the Customer shall reimburse the Company without delay; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

7. Risk and Property

7.1 The risk in the Goods passes to the Customer on delivery or collection ex-works as appropriate.

7.2 Until the Company has been paid in full for the Goods supplied to the Customer under this or any other contract between them notwithstanding delivery and the passing of risk, the Company shall retain legal and beneficial title to the Goods supplied and the Customer shall keep the Goods (whether by its servants, agents or sub-bailee or otherwise) as fiduciary bailee for the Company and the relationship of bailor and bailee is created as between the Company and the Customer.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured for an amount at least equal to the price of the Goods and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate for any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 The Company shall be entitled to trace the proceeds of any sale of Goods owned by the Company and any insurance proceeds received in respect of Goods owned by the Company. Such proceeds shall be paid into a separate bank account and shall be held by the Customer on trust for the Company.

7.5 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to immediately deliver up the Goods to the Company and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.7 If the Customer enters into or does anything to enter into the agreement with its creditors, liquidation, receivership, administrative receivership or administration, it shall give immediate written notice to the Company and shall automatically surrender possession of the Goods to the Company. The Company shall then be at liberty to resell the Goods so recovered and any part thereof.

8. Warranties and Exclusions

8.1 Subject to the Conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.

8.2 The above warranty is given by the Company subject to the following Conditions;

8.2.1 The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, accidental or wilful damage, negligence, abnormal working Conditions, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Company's written approval, incorrect connection to a power supply;

8.2.3 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;



8.2.4 The above warranty does not extend to batteries or generating sets in respect of which the Customer shall only be entitled to benefit any such warranty or guarantee as is given by the manufacturer to the Company.

8.3 Save as aforesaid and subject to Section 6 of The Unfair Contract Terms Act 1977 and Section 7 of the Consumer Protection Act 1987 and with the exception of those implied by Section 12 of The Sale of Goods Act 1979 all Conditions and warranties whether express or implied by Statute of Common Law and whether oral or written are (unless specifically confirmed by the Company in writing) excluded and negative.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure as not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

8.6 Where any valid claim in respect of any of the Goods which is based on any defect in quality or condition of the Goods or the failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

8.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express Terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

8.8 The Goods are supplied with a separate warranty statement for the benefit of the ultimate purchasers of the Goods, in the event of their being any inconsistency between the Terms of these Conditions and the warranty statement, these Conditions shall prevail.

9. Force Majeure

The Company shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Goods is prevented or delayed by any act or circumstance beyond the Company's reasonable control including but not limited to Act of God, legislation, war, dire drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for their performance of the contract..

10. Health and Safety

10.1 The Customer shall read all relevant information and advice which the Company may make available to the Customer, in particular the opening instructions and safety notes relating to the Goods and all relevant booklets or guidance issued by the Health and Safety Executive and the Customer shall ensure that the Products are used in accordance with all such information, advice, instructions, notes and booklets.

10.2 In the event of the Customer selling or hiring the Goods or disposing of the Goods on hire purchase, the Customer shall ensure that copies of the operating instructions and safety notes provided by the Company relating to the Goods in question are made freely available to the Customer's Customer together with any relevant booklets or guidance issued by the Health and Safety Executive.

11. General

11.1 Any indulgence granted by the Company to the Customer and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies not be deemed a waiver of any subsequent default by the Customer.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be made in writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

11.3 The Contract is not assignable by the Customer without the written consent of the Company and is between the Company and the Customer as principals but the Company may without consent assigns or sub-contract all or any of its rights and obligations hereunder.

11.4 If any of the events referred to in Clause 7.7 occur or if the Customer makes default in or commits a breach of the Contract the Company may forthwith on written notice to the Customer terminate the Contract without incurring liability to the Customer and without prejudice to the Company's rights which may have accrued up to the date of termination.

12. Governing Law

The Contract shall be governed by the Laws of England and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.