

Zcomax (UK) Ltd.

Terms and Conditions of Trading

1. Definitions and Effect of Conditions :
 - 1.1 The Company means Zcomax (UK) Ltd.
 - 1.2 These conditions shall apply to and be incorporated into every agreement between Zcomax (UK) Ltd and any person, firm or company (“the customer “) under which the company supplies goods or services at the request of the customer.
 - 1.3 These conditions shall take precedence over any conditions of the customer and shall not be varied without the written consent of the company.
2. Delivery
 - 2.1 Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence.
 - 2.2 Delivery of the goods to the customer’s address or any other place stipulated by the customer shall constitute delivery and the risk therein shall pass upon such delivery to the customer.
 - 2.3 The company shall be entitled to make partial deliveries by installments unless the customer stipulates in writing otherwise and these conditions shall apply to each partial delivery.
 - 2.4 Back orders incur extra delivery charge.
3. Price
 - 3.1 Unless otherwise stated any prices quoted by the company are:
 - 1) Exclusive of VAT and any other taxes.
 - 2) Exclusive of carriage, packing and insurance.
 - 3.2 Prices quoted are those current at the time of quotation and the price payable by the customer shall be that which is current at the time of delivery to the customer.
4. Payment
 - 4.1 Delivery will be made after payment clearance.
 - 4.2 After the first three orders, the price is payable on demand but in any case must not be paid later than 30 days from date of invoice.
 - 4.3 The company reserves the right to suspend deliveries where payment is not received in accordance with paragraph 4.2 of this clause or in accordance with any alternative terms of payment agreed in writing.
 - 4.4 When payment is not made in accordance with the terms of the paragraph 4.2 hereof the customer shall pay interest on any unpaid amounts calculated at 2% above HSBC’s base rate for the time being in force calculated on a daily basis.
 - 4.5 No cash or other discount is allowed unless agreed in writing.
 - 4.6 When a credit limit is given in addition to the terms of paragraph 4.2 the goods will not be delivered to the customers if their credit limit is exceeded or payment is not made for previous purchases.
5. Telephone Orders

The customer agrees to send to the company a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by the company otherwise the company cannot accept liability for any duplication of delivery that may occur.
6. Title of Goods
 - 6.1 Immediately upon delivery to the customer of any goods agreed to be sold by the company to the customer the customer shall become the bailee thereof and the company, as bailor thereto shall retain the legal title. Notwithstanding delivery and the passing of risk, the legal and beneficial ownership of the goods will remain with the company until the company has received payment in full of:-
 - 1) all sums payable to the company in relation to the agreement, and
 - 2) all other sums payable by the customer to the company when the sums referred to in 1) are paid, in respect of the supply of any other goods or services.
 - 6.2 Notwithstanding the terms of 6.1 above the customer shall be entitled before discharging its obligations to the company to resell the goods or any of them. Upon such re-sale and without derogating from the company’s other remedies (including its right to trace) the customer shall hold the proceeds of sale upon trust in a separate account first for the

company for an amount equivalent to all sums owed by the customer to the company in relation to the agreement (and all other monies payable by the customer to the company, when those sums are paid, for the supply of any other goods or services). The customer will pay that amount forthwith to the company and will hold any balance in trust for the customer.

7. Loss or Damage in transit

7.1 The company will not be responsible for damage to any of the goods or loss of the goods or part thereof in transit unless the customer gives written notice of a claim to the company and to the carrier.

- 1) in the case of damage within 3 days after having received the goods and
- 2) in case of loss or shortage within 3 days of the date of delivery of the other goods under the relevant consignment.

8. Guarantee

8.1 If within 12 calendar months of their being delivered any defect in the goods is discovered which is directly due to faulty materials or workmanship, or if a valid claim is made by the customer under Condition 7.7.1 hereof, the company will at its option remedy the defect or damage by replacement or repair or give credit to the customer.

8.2 The guarantee will be subject to the following conditions :-

- 1) it will not apply to any defect or damage resulting from any alteration or modification to the goods without the company's prior written consent, incorrect storage, normal wear and tear, overloading misuse, abnormal conditions of use, incorrect installation by anyone other than the company, maintenance or repair not carried out by the company, use which is not in accordance with the company's or the manufacturer's instructions, any act or omission of the customer or any third party or any fault in any other goods or equipment.
- 2) the customer must complete and return the company's Returns Authorization form in relation to any such defect or damage. If it appears to the company from the information in the completed form that such defect or damage is covered by the guarantee an RMA number will be issued confirming that the goods concerned may be returned, subject to verification by the company after inspection of the goods. RMA numbers are valid for 28 days from the date of issue, and if the goods concerned are not returned during that period, a new RMA number must be requested.
- 3) allegedly defective or damaged goods must be returned to the company carriage paid at its address stated overleaf, with their original packing and, where applicable, all related manuals and accessories as well as a copy of the completed Returns Authorizations form and a valid RMA number clearly marked on the outside of the packaging. Any delivery without valid RMA number, will be refused.
- 4) if the customer makes any claim in relation to any goods falling outside the terms of the guarantee the company may charge the customer, please refer to Zcomax Return Authorization Form for the current charges relating to inspection fees information. The customer must collect any returned goods within 5 days of notification that they are not covered by the guarantee
- 5) the guarantee will apply to goods replaced or repaired under the guarantee for the balance of the original guarantee period.
- 6) unless the company otherwise decides, credit will only be given if the customer notifies the company of the alleged defect or damage within 3 days of the customer's receipts of goods

9. Exclusion of Liability

9.1 Except where provided otherwise in these conditions, the company shall be under no Liability of whatsoever kind however caused whether or not due to the negligence or willful default of the company or its servants or agents arising out of or in connection with the goods. All conditions, warranties or other terms, whether express or implied, statutory or otherwise except with regard to the company's title to the goods are hereby expressly excluded providing that nothing in this paragraph shall exclude or restrict any

liability of the company for death or personal injury resulting from the negligence of the company or its servants or agents.

9.2 In any event, the company's liability shall be limited to direct loss and shall not include indirect or consequential loss.

9.3 The company shall not be liable for the loss or damage to software programs during the repair or upgrade of any goods whether or not the same are under warranty.

10. Returned goods and cancellations

The customer shall not return any goods (except in accordance with Condition 8) or cancel any orders without the company's previous written consent. Such consent will not be given where goods have been specifically purchased by the company to meet the customer's requirements. If the company in its discretion gives consent, it reserves the right to make a cancellation charge of 25% (or such higher percentage as may be notified to the customer before or when such consent is given by the company) of the contract price of the goods concerned plus VAT.

11. Copyright, patents trade marks and intellectual property rights

11.1 The customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the goods do not pass to the customer.

11.2 The customer agrees to indemnify the company against all liabilities, costs and expenses which the company may incur as a result of work done in accordance with the customer's specifications which involve infringement of any patent or other proprietary rights.

12. Subcontracting

The company reserves the right to sub-contract any part of any work or supply of any goods or services.

13. Construction and Use

The company shall not be responsible for adapting or modifying any goods to conform to statutory requirements not current at the time of the acceptance of order.

14. Headings

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

15. Termination

The company shall be entitled by notice in writing to terminate any agreement with prejudice to any claim or right the company may otherwise make or exercise where

- 1) the customer is in breach of any term, condition or provision of this agreement or required by law
- 2) the customer shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the customer shall be presented or if a receiver is appointed of the customer's undertaking property of assets or if a distress shall be levied upon any of the customer's property or if the customer shall commit any act of bankruptcy.

16. Force Majeure

The company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the customer due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the company's control (including without limitation breakdown of plant or machinery, strike or industrial dispute, shortage of materials or failure of or delay in receiving supplies, act of war (whether declared or not). Act of God, or any law regulation of any government or any local or municipal authority. If any such event continues for more than 28 days the company may terminate the agreement forthwith by written notice to the customer without prejudice to the accrued rights of either party.

17. Jurisdiction

The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.