

Standard Terms and Conditions of Sale

1. BASIS AND APPLICATION

- 1.1 All prices quoted by the Company are based upon these conditions and reflect the limitations upon the Company's liability which they contain. In the event of any Customer wishing to contract with the Company otherwise than on the basis of such conditions special arrangements can be made and a revised price quoted by the Company.
- 1.2 In the absence of any such special arrangements (which shall not bind the Company unless made in writing and Signed on the Company's behalf by a person duly authorised for that purpose) all quotations given and all contracts made by the Company and any additions or amendments thereto shall be subject to these conditions which supersede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.

2. DEFINITIONS

- 2.1 In these conditions.
 - a) "the Company" means Static Control Components (Europe) Limited.
 - b) "the Customer" means the person or persons who enter into a contract with the Company on these terms and conditions.
 - c) "a Contract" means a contract for the supply of Products or Services of which these conditions form a part.
 - d) "Product" means any imaging supplies part or equipment or other item supplied by the Company.
 - e) "Services" shall mean the supply of any services including training or installation services in respect of any Product.

3. VALIDITY OF QUOTATIONS

Quotations are open for acceptance within 30 days, unless otherwise agreed; after this period the Company's stated prices and conditions will require confirmation. The Company reserves the right to withdraw or amend a quotation until an order has been accepted. Acceptance of the Company's quotation includes acceptance of the Company's standard terms and conditions of sale and any other special conditions specifically referred to in the quotation.

4. PRICING

- 4.1 Prices are quoted ex-warehouse, from the Static Control warehouses.
- 4.2 The Company reserves the right to change prices without prior notice. The Company will honour any received and accepted orders at a previously quoted price.
- 4.3 Prices are exclusive of any taxes. Statutory taxes (such as Value Added Tax) where applicable will be added to prices at the prevailing rate at the date of the invoice.

5. DELIVERY

- 5.1 The risk in all products delivered by the Company to or to the order of the Customer shall pass to the Customer on delivery.
- 5.2 The Company will endeavour to deliver the Products and/or Services within a reasonable time, but in no circumstances will the Company be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Products and/or Services, nor will any such delay entitle the Customer to cancel or rescind the contract.
- 5.3 The Customer shall effect all necessary insurance in respect of possible loss or damage to the Products from the time of delivery, in accordance with the provisions of clause 8.5.
- 5.4 All shipping charges relating to delivery of orders shall be invoiced to the Customer unless otherwise agreed.
- 5.5 The Company shall use its preferred carrier for delivery of orders unless specifically advised at the time of order that the Customer requires an alternative to be used. All charges over and above those subject to clause 5.4 shall be invoiced to the Customer.

6. PART DELIVERIES AND STORAGE

- 6.1 When an order includes a number of items, the Company reserves the right to deliver and invoice any part or parts of the order as completed, and payment must be effected against each invoice.

7. PAYMENT TERMS

- 7.1 Payment (subject to the provisions of 7.3, 7.4 & 7.5 below) will be required in one of the following forms prior to shipment release: U.K. business cheques, credit cards (Visa, Eurocard, Mastercard), wire transfers, Eurocheques, International money orders, bankers drafts, letters of credit, "Bill of Exchange (at our discretion)" and cleared personal cheques.
- 7.2 Payment shall be made in the currency in which the sale was invoiced.
- 7.3 Customers wishing to apply for a net 30 day account will be required to have traded for two consecutive months using one of the above payment methods, provide a satisfactory bankers reference and two trade references. The Company reserves the right to withdraw credit terms if a net 30 day customer fails to settle invoices in a satisfactory manner.
- 7.4 Customers who have conducted a net 30 day account with Static Control Components Inc. in a manner satisfactory to that company will be provided with a net 30 day account with the Company.
- 7.5 All Customers with an Annual Purchase Agreement will be provided with a net 30 day account.

- 7.6 Customers may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim to which the Customer may at any time be entitled.

- 7.7 The Company reserves the right to charge interest on overdue accounts at the rate of 2% per month.

8. PASSING OF PROPERTY

- 8.1 The property in the Products shall not pass to the Customer until the purchase price (to include related freight charges) has been paid in full.
- 8.2 The Customer agrees that it is in possession of all Products supplied solely as bailee for the Company until the Customer shall have paid the Company for the Products and any other Products supplied by the Company.
- 8.3 Where the Company is unable to determine whether any Products are those relating to a specific Contract, then the Customer shall be deemed to have converted, incorporated, mixed or sold all Products of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer and any new goods so created shall be deemed to have been delivered to the Customer's customers in the order in which they were created.
- 8.4 The Customer covenants that it shall maintain the Products in good condition until date of payment to the Company.
- 8.5 The Customer shall insure the Products for their full purchase price against total loss or damage arising from any cause whatsoever and in respect of any loss, damage or injury (fatal or otherwise) suffered by the Customer or his servants or any other person caused by the Products or the use thereof.

9. PRODUCTS

Products may not be re-exported by any Customer whether from within the United Kingdom or elsewhere without the prior written consent of the Company.

10. FORCE MAJEURE

If the Company is unable (whether temporarily or permanently) to procure any items necessary to enable it to supply the Products and/or Services or if the supply of the Products and/or Services is prevented or hindered by reason of Act of God, War, Act of Parliament or orders, regulations or by-laws made under any statutory authority, labour disputes including those involving the workforce of the Company, civil commotion, fire, flood or any causes of whatsoever kind and whenever occurring being a cause beyond the Company's control, the Company may cancel the Contract by notice in writing to the Customer so far as it relates to Products and/or Services not then supplied and such cancellation shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for Products and Services delivered prior to the date of such cancellation.

11. SEVERANCE

Any provision of these terms and conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision.

12. GOVERNING LAW

These conditions of sale shall be subject to and construed in accordance with English Law and the Customer submits to the non-exclusive jurisdiction of the English Courts.

13. WARRANTY

A copy of the company's full Product Warranty Statement is available on request.

All products are warranted to be free from defects in material and workmanship. The warranty period varies per product category (go to www.scc-inc.com for current warranty periods).

In the event of a warranty claim for faulty goods being accepted by the Company, claim resolution is by replacement parts only.

The Company shall have no liability to the purchaser or user 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 warranty for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of goods or their use or resale by the purchaser or user.

14. ERRORS AND OMISSIONS

Errors and omissions excepted.