

Standard Terms & Conditions For Sale of Goods of Motas Electronics Limited.

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Buyer" means the person who buys Goods from the Seller;
- 1.2. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3. "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.4. "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time
- 1.5. "Seller" means Motas Electronics Limited, a company incorporated in England, with registered address: BCS, Windsor House, Station Court, Station Road, Great Shelford, Cambridge, CB22 5NE, United Kingdom.
- 1.6. "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 2.3. Acceptance of sales order confirmation or pro forma invoice of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4. The Seller reserves the right to amend the Terms and Conditions from time to time.
- 2.5. Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

3. PRODUCT INFORMATION

- 3.1. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.
- 3.2. The terms of product look and form when applied to any product supplied by the Seller may denote look only and shall not be interpreted to mean that the article concerned is constructed exclusively in that manner or material.
- 3.3. The Seller reserves the right to alter prices or withdraw and modify products from time to time. Where applicable, products illustrated in all of the Seller's literature and websites are done so as accurately as modern reproduction methods will allow. It is the responsibility of the buyer to check the suitability of the product before purchasing.
- 3.4. Although the Seller endeavours to ensure functionality with other 3rd party products, the Seller cannot guarantee compatibility with future versions of any product that is used in conjunction with the Seller's supplier products.

4. PRICE AND PAYMENT

- 4.1.** The price of the Goods shall be that stipulated in the Seller's current List Price/on the Seller's website/as contained in the Seller's Quotation (as applicable) at the date of order or as agreed between the parties. The price is in GBP pound sterling inclusive of any required VAT payable. All goods are sold ex-works. Carriage and any import/customs duty shall be paid for by the Buyer unless agreed otherwise between the parties.
- 4.2.** Payment of the total purchase price (including any required VAT and any delivery charges) must be made in full before dispatch of the Goods.

5. DELIVERY SERVICE

- 5.1.** Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer within the timescale specified by the Seller.
- 5.2.** Standard delivery is conducted using a third-party courier or third-party postal service. Delivery times vary according to each mode of transportation.
- 5.3.** Any delivery period specified by the Seller is an estimate only and shall not be of the essence of the contract.
- 5.4.** The Seller shall use its reasonable endeavours to meet any stated delivery period or booked delivery date. In any event, time of delivery period or delivery booking shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery period or date.
- 5.5.** If the Seller is unable to complete delivery whilst the Goods are in transit for reasons beyond its control, then the Buyer shall be liable for any wasted delivery expenses incurred by the Seller.
- 5.6.** Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

6. CANCELLATION AND RETURNS

- 6.1.** During delivery the Buyer shall inspect the packaging for visible signs of transit damage before signing any delivery receipt document. In the event of visible signs of transit damage, the Buyer must clearly sign the goods received as 'damaged' on the delivery receipt document before signing. The Buyer shall then notify the Seller within 24 hours.
- 6.2.** The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 24 hours of delivery if the Goods are transit damaged. Goods that are defective or do not comply with any part of the Contract, must be reported to the Seller within 7 days of delivery.
- 6.3.** The Seller does not accept any returns for Goods which are delivered in full accordance with these terms and Conditions and any product description that was used to make a purchase decision by the Buyer.
- 6.4.** If the invoice lists any item(s) of customisation, then the Consumer Contract Regulations' 'Custom made or personalised goods' clause shall apply and returns shall not be accepted except at the written discretion of the Seller.

7. WARRANTY

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

8. GUARANTEES

In addition to the Buyer's statutory rights, the Seller guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery.

9. LIMITATION OF LIABILITY

- 9.1.** Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however, the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods.
- 9.2.** The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3.** The Seller does not exclude liability for (i) any fraudulent act or omission: or (ii) for death or personal injury caused by negligence or breach of the Seller's other legal obligations. Subject to this, the Seller is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Seller believes the Buyer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

10. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of or delay caused by the use of railways, shipping, aircraft, motor transport or other means of public or private transport, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12. INTELLECTUAL PROPERTY AND RIGHT TO USE IT

The Buyer acknowledges and agrees that all copyright, trademarks and all other intellectual property rights in all the Seller's products, literature and websites shall remain at all times vested in the Seller. The Buyer acknowledges and agrees that the material and content contained within the website is made available for personal non-commercial use only and the Buyer may (if necessary to make a purchase on the website) download such material and content. Any other use of the material and content of the website is strictly prohibited. The Buyer agrees not to (and agrees not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

13. WEBSITE USE AND LINKS

- 13.1.** Access to and use of the Sellers websites are subject to these Terms and Conditions. The Buyer agrees that use of these website services is entirely at the risk of the Buyer.
- 13.2.** By using the Sellers websites the Buyer agrees not to attempt to undermine the website's functionality and integrity.
- 13.3.** The Sellers websites may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and the Buyer acknowledges and agrees that the Seller is not responsible for the content or availability of any such sites.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.