

# CONDITIONS OF SALE

## 1. General

- 1.1. In these Conditions of Sale 'the Company' means FIRST EDA LTD. 'the Buyer' means the person, firm or company ordering or buying the goods from the Company. 'the Goods' means the goods or services (including licenses covering the use of software products), the subject matter of the relevant order or contract for sale.
- 1.2. No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company in which case these terms are agreed to in writing by a Director of the Company (no other employee is authorised to make any changes to these conditions).

## 2. Price

- 2.1. Quoted prices include the cost of normal packaging but exclude delivery, transit insurance (which are charged extra at cost), VAT or installation charges (where applicable).
- 2.2. Unless the price for the Goods is expressly fixed in writing at the time of order placement the prices for the goods shall be those ruling at the date of despatch which the Company reserves the right to amend at any time prior to the date of despatch.

## 3. Payment

- 3.1. Unless otherwise agreed in writing by a Director of the Company, payment is due 14 days from date of invoice.
- 3.2. If an account is more than 30 days overdue, in addition to any other rights, the Company reserves the right after 7 days notice in writing, to cancel any other contract with the buyer and/or to suspend deliveries. The Company also reserves the right to charge interest on overdue accounts at the rate of two percent per calendar month.
- 3.3. If a petition to wind up the Buyer is presented or if the Buyer passes a resolution for voluntary winding up, or compounds with its creditors or has a receiver appointed of all or any of its assets, or commits a material or serious breach of this contract (and in the case of a remedial breach fails to remedy it within 7 days of receiving written notice to do so) the Buyer will be deemed to have repudiated the contract.

## 4. Delivery

- 4.1. The Company's employees are not authorised to agree a fixed date for delivery. Any date mentioned is given only as a guide and the Company is not liable for loss of any kind either direct or consequential, arising from delay.

## 5. Risk

- 5.1. The goods are at the Buyer's risk as soon as they are delivered.

## 6. Title

- 6.1. Ownership of the goods does not pass to the Buyer until whichever of the following occurs first:
  - 6.1.1. payment due under the contract covering the supply of the goods is made in full.
  - 6.1.2. the Buyer sells the goods in accordance with these terms and conditions, in which case title in the goods is deemed to pass to the Buyer immediately prior to delivery of them to the Buyer's customer.
- 6.2. The Buyer is permitted to use or sell goods, unless expressly forbidden from doing so by another contract or licensing agreement, on condition that until full payment for the goods is made to the Company all proceeds from the sale are held in trust for the Company and are not mixed with other money or paid into an overdrawn bank account and remain at all times identifiable as belonging to the Company.
- 6.3. Until ownership of the goods passes to the Buyer:
  - 6.3.1. the Buyer holds the goods as fiduciary agent for the Company.
  - 6.3.2. the goods must be kept in good repair and insured for an amount at least equal to the contract price.
- 6.4. The Buyer's right to sell and use the goods automatically ceases if a petition to wind up the Buyer is presented or the Buyer passes a resolution for voluntary winding up or compounds with its creditors or has a receiver appointed of all or any of its assets.

## 7. Loss or Damage in Transit

- 7.1. The Company shall, subject to the following provisions, make good any shortage in the goods and where appropriate replace any damaged in transit as soon as is reasonably possible but is under no liability whatsoever arising from shortage or damage.
- 7.2. The Buyer is under a duty wherever possible to inspect the goods on delivery or on collection as the case may be.
- 7.3. The Company is not liable for any damage or shortage that would be apparent on reasonably careful inspection if the Buyer chooses not to inspect the goods on delivery and, in any event, is not liable unless written notice of the alleged damage or shortage is given to us within 14 days of delivery.
- 7.4. The Company is not liable for any alleged damage or shortage unless given a reasonable opportunity to inspect the goods before the Buyer uses, alters or modifies them.

## 8. Guarantee

- 8.1. No representation or warranty is given as to the suitability or fitness of the goods for any particular purpose and the Buyer must satisfy himself in this respect. The Company's employees are not authorised to make any representation or promise on the Company's behalf.
- 8.2. The Warranty Period is as stated on the quotation against which the goods were ordered. During the Warranty Period, the Company will repair, or at its option replace, goods found to be defective. This guarantee only covers hardware defects caused by the faulty design, manufacture, materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect.
- 8.3. To claim the benefit of this clause, the Buyer must inform the Company of the relevant defect within 10 working days of discovering it and return the goods to the Company at his expense and risk during transit.
- 8.4. No other terms whether conditions or warranties express or implied, statutory or otherwise, form part of this contract.

## 9. Liability

- 9.1. The Company is not liable for consequential or indirect loss suffered by the Buyer, whether it arises from breach of contract, breach of statutory duty or the Company's negligence. Non-exhaustive illustrations of consequential or indirect loss would be profits; loss of contracts; damage to property of the Buyer or anyone else; personal injury to the Buyer or anyone else (except so far as the injury is attributable to the Company's negligence).
- 9.2. Our total liability for any one claim or for the total of all claims arising from one act of default (whether arising from our negligence or otherwise) is not to exceed the contract price.
- 9.3. Nothing in this clause is deemed to exclude or restrict our liability for death or personal injury resulting from our negligence.

## 10. Force Majeure

- 10.1. The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure, including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lock-outs, riot hostilities, non-availability of materials or supplies or any other event outside the control of the company, and the Company shall not be liable for any breach of contract resulting from such event.

## 11. Proper Law and Jurisdiction

- 11.1. English Law applies to this contract and any dispute arising in connection with it is subject to the exclusive jurisdiction of the English courts.