

TERMS AND CONDITIONS.

Definitions

The term "Company" refers to AiResearch and the term "Customer" refers to the person, organisation or company who has accepted a Company quotation and all products and services which are supplied by the Company to the Customer shall be known as "Goods".

1. Formation of Contract

- a) No Order shall become binding upon the Company until it has been expressly accepted by the Company in writing or an invoice has been issued by the Company.
- b) These conditions are the only conditions upon which the Company is willing to conduct business and the Company hereby rejects and excludes all terms whatsoever preferred orally or in writing by the Customer. Any terms and conditions other than those contained in or to be implied by law into these conditions shall be ineffective unless specifically agreed to in writing by the owner of the Company.

2. Quotations & Prices

- a) Quotations are valid for a period of 60 days unless otherwise stated.
- b) The price quoted is for the stipulated quantities only and must not be taken to apply to an order for different quantities.
- c) Prices quoted are net unless otherwise stated and are based on the cost of materials and labour ruling at the date of the quotation. The Company reserves the right to amend quotations prior to accepting the Customer's order as the result of fluctuations in such costs.
- d) All prices quoted are ex works and exclude charges for packing, carriage and VAT unless otherwise stated.
- e) Any descriptive specifications, drawings and particulars of weights and dimensions submitted in connection with our quotations are approximate only unless specific tolerances are quoted.

3. Despatch & Delivery

- a) Whilst the Company will endeavour to meet delivery times, any times for delivery stated in the quotation and/or confirmation of order are estimates only and shall not be of the essence of the contract in the event of the Company for any reason not being ready to make delivery within the time specified and the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.
- b) Notification of claim for goods not received must be reported within 14 days from date of invoice, after which responsibility passes to the Customer.
- c) Notification of claims for goods received damaged must be reported to the Company in writing or E-mail within 24 hours of receipt of goods.

4. Payment

- a) Customers having the facility of a credit account with the Company, payment shall be made by the Customer net 30 days from date of invoice unless otherwise agreed in writing. Customers not having a credit account will be sent a proforma invoice and production will not be commenced until payment in full is received and delivery lead time will commence from then.
- b) Where the Customer is overdue with any payment owed to the Company or if the Company shall reasonably doubt the solvency of the Customer the Company reserves the right to stop manufacture and delivery under any contract made between the Customer and Company until payment is made in full of all outstanding accounts.

5. Passing of Property & Risk

The property in the goods sold shall remain with the Company until the Customer pays for them in full and the Customer shall have possession of them until payment in full as bailee only. Risk in the goods shall pass to the Customer on delivery notwithstanding that ownership will not pass until payment is made.

6. Defective Goods

- a) The Customer shall give the Company immediate notice of any defect in the goods. Such goods should be returned to the Company and if proved to be defective because of faulty materials or workmanship the Company shall at its sole discretion replace or correct such goods. Defects in quantity or dimensions in any delivery shall not be a cause for cancellation of the order.
- b) The Company accepts no responsibility where materials or components supplied by the Customer or through his officers or from sources dictated by the Customer shall be defective or in an unsatisfactory condition or not compatible with the Company's manufacturing process and the Customer shall indemnify the Company against any loss suffered by the Company arising as a result of such defects or condition.

7. Warranties & Liabilities

- a) Any technical information or advice given, whether written or verbal, is to the best of the Company's knowledge true and accurate but such information or advice is not underwritten or guaranteed and is offered without warranty or liability to the Company.
- b) Because the conditions of use are beyond our control the Company does not warrant in any way the suitability of Goods for the purpose to which they are put.
- c) The Company warrants that goods supplied shall comply with the specification if this has been agreed in writing. In the absence of a written specification the goods shall be of normal commercial quality.
- d) The Company's liability in contract and tort for any loss or damage whatsoever arising from goods supplied by the Company, whether or not caused by the Company's negligence, shall be limited to the invoiced value of the goods except only, that liability for death or personal injury as a result of the Company's negligence may not be excluded or limited by any contract term. In particular the Company shall not be liable for any claim in respect of consequential loss which may be suffered by the Customer.

8. Force Majeure

The company shall have the right to cancel or delay deliveries or to reduce the quantity delivered if it is prevented from or hindered in any way by circumstances beyond its reasonable control.

9. Patents Copyright and other Industrial Property

The customer shall fully indemnify the Company against any action arising from alleged breach of copyright or patent which results from use of drawings or designs supplied by Customer or carrying out the instructions of the customer.

10. General

- a) The provisions hereof shall be read and construed according to Dutch law and any action arising shall be taken in the Dutch Courts.