

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. Definitions and Scope

- 1.1 In these conditions references to Radiodetection are to Radiodetection Limited and to the Customer are to any person, firm, company, public authority or agency with whom Radiodetection enters into a sale or provision of training contract.
- 1.2 These conditions shall apply to all contracts with Radiodetection for the sale of goods. Unless expressly agreed in writing signed by a duly authorised signatory of Radiodetection these conditions shall prevail over any inconsistent terms, communication or form of contract. No order shall be binding until it has been accepted by Radiodetection.

### 2. Prices

- 2.1 Unless Radiodetection states otherwise in writing the price for the sale of goods shall be Radiodetection's list price for the sale of those goods at the date of despatch and Radiodetection may vary the list price after the date of the order to reflect any increase in its costs.
- 2.2 Unless Radiodetection states otherwise in writing, all prices are exclusive of value added tax, duties, tariffs, levies, carriage, insurance, freight and any special packaging requirements. At the Customer's request and expense Radiodetection may as agent of the Customer arrange carriage of the goods.
- 2.3 Firm written quotations issued by Radiodetection are valid for orders received by Radiodetection within three months of the quotation date unless otherwise stated.

### 3. Payment

- 3.1 Unless Radiodetection states otherwise in writing, all payments shall be due in sterling in cash or cleared funds within 30 days after the date of Radiodetection's invoice and shall be paid without any set-off, deduction or counterclaim.
- 3.2 If the Customer fails to pay any sum due to Radiodetection on any account on the due date, Radiodetection may in addition to any other right suspend performance of its obligations under any or all contracts with the Customer and/or charge interest (before and after any judgment) on any overdue payment at the rate of 2% above the annual base lending rate of the Bank of Scotland compounded quarterly from the due date until payment is made in full. The Customer shall indemnify Radiodetection in full against all fees, costs and expenses incurred in collecting any sum payable to Radiodetection.

### 4. Delivery

- 4.1 Delivery of the goods shall be ex works (as defined in the latest and current Incoterms at the time of delivery) unless otherwise agreed by Radiodetection.
- 4.2 All times and dates for despatch or delivery of goods are estimates only given in good faith but without liability on the part of Radiodetection. Time of despatch or delivery is not, and may not be made, of the essence.
- 4.3 Unless agreed otherwise in writing, Radiodetection may deliver goods in instalments and invoice for each instalment separately.
- 4.4 Radiodetection shall not be liable for non-delivery or loss of or damage to goods occurring prior to delivery unless claims to that effect are notified to Radiodetection within three days after delivery (in the case of loss or damage) or seven days after the date of Radiodetection's invoice (in the case of non-delivery).
- 4.5 Goods are not sold on a sale or return basis and may not be returned without Radiodetection's express prior consent.
- 4.6 Goods which have been ordered in error, or are surplus to requirements, may be returned to Radiodetection only with express prior consent with carriage, duties, tariffs, levies, insurance and taxes pre-paid. Goods must be returned complete, unused and in 'as new' condition i.e. if the packaging has been opened to examine the goods you must have done so without damaging or marking the goods (all seals must be intact), within 30 days of the date of customer receipt. At Radiodetection's option and sole discretion a restocking fee of 25% will be applied. Radiodetection will refund the cost of the goods returned including VAT (when applicable), less 25%. After satisfactory examination of the goods, refunds will be credited in 30 days.

### 5. Export Conditions

- 5.1 This condition applies where goods are supplied for export from the United Kingdom. If the Customer is located outside the United Kingdom, Radiodetection may require prepayment or a confirmed irrevocable letter of credit for the price of the goods.
- 5.2 The Customer is responsible for complying with all laws and regulations governing the import of the goods into any country and for ensuring that the goods comply with all laws, regulations and licensing requirements of any country to which they are exported. The Customer shall indemnify Radiodetection against the consequences of any breach of those laws, regulations and licensing requirements.
- 5.3 The Uniform Law on International Sales, the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) and Section 32(3) of the Sale of Goods Act 1979 are excluded. Where goods are handed to a carrier or United Kingdom port for export to the Customer, that carrier or port shall be treated as an agent of Radiodetection only for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979 and otherwise shall be treated as the agent of the Customer.

### 6. Title and Risk

- 6.1 Unless agreed otherwise by Radiodetection in writing, risk and title in the goods shall pass to the Customer on their despatch from Radiodetection's premises.
- 6.2 Notwithstanding condition 6.1, until such time as the Customer has paid the purchase price for the goods and any other amount owing to Radiodetection the Customer shall keep the goods safe, insured, identifiable and separate from all other goods in its possession (save that this shall not prevent the Customer from using or reselling the goods in the ordinary course of business).
- 6.3 If the Customer fails to pay any sum due to Radiodetection under any contract by the due date or Radiodetection terminates the contract in accordance with its terms, Radiodetection may (in addition to any other rights) enter any land or buildings where the goods are located and repossess and sell the goods which goods are provided to Radiodetection as security for such payments. Radiodetection shall account to the Customer for any amount in excess of the purchase price and the costs of effecting repossession and sale.

### 7. Warranty

- 7.1 Radiodetection warrants that goods manufactured by it will perform substantially in accordance with their published specification at the date of despatch for a period of twelve months from the date of first despatch, fair wear and tear excepted. This warranty shall not apply, and Radiodetection shall not be liable to the customer to the extent that:
  - 7.1.1 any damage or defect is caused by the customer or its agents following delivery of the goods;
  - 7.1.2 the goods have been improperly altered in any way or have been subject to misuse;
  - 7.1.3 the customer has failed to comply with its obligations in Condition 8;
  - 7.1.4 the customer has failed to notify Radiodetection of the damage or defect in writing within 3 days of identification of such damage or defect and returned the goods (subject to condition 7.2) within 3 days of such valid notification.
- 7.2 The sole remedy of the Customer in the event of a proven breach of the above warranty shall be (at Radiodetection's option) either repair or replacement of the goods and re-delivery carriage

paid within the United Kingdom or FOB United Kingdom port, or a refund of the purchase price paid for the goods (at Radiodetection's option), in each case subject to the customer returning the goods carriage paid to Radiodetection within twelve months of the date of first despatch. Radiodetection shall have no further civil or criminal liability for any damage or defects in the goods, whether under the warranty or otherwise (including negligence).

- 7.3 Where goods are not manufactured by Radiodetection, Radiodetection will pass on to the Customer so far as it is able the benefits of any warranties obtained by it from its supplier.
- 7.4 At the Customer's request and expense Radiodetection will provide a certificate of calibration for the goods.
- 7.5 Subject to Conditions 7.1, 7.2 and 7.3, Radiodetection excludes to the fullest extent permitted by law all terms, conditions, representations and warranties (in each case whether express or implied) which but for such exclusion would or might subsist in favour of the Customer. The goods are not sold by description or sample.

### 8. Customer's Obligations

- 8.1 The Customer shall ensure that the goods are stored, used and maintained by competent, trained personnel in accordance with Radiodetection's user manual and all legislative requirements including, but not limited to the Health and Safety at Work Act 1974, the Electricity at Work Regulations 1989 along with the Health and Safety Executives' guidance notes (for example HSG 47 and subsequent versions or superseding documentation) are met and that the goods are repaired only at Radiodetection's approved repair houses.
- 8.2 Radiodetection shall not be liable for any act, omission, negligence or default of the Customer, its servants, agents or employees, including (without limitation) any failure to comply with Radiodetection's instructions regarding storage, use, maintenance or repair of the goods or any material breach of relevant legislation.

### 9. Liability

- 9.1 Nothing in these conditions affects the statutory rights of any Customer who deals as a consumer.
- 9.2 Nothing in these conditions shall exclude Radiodetection's liability for death or personal injury resulting from its negligence, or breach of its obligations (if any) under Section 12 of the Sale of Goods Act 1979; under section 2 Supply of Goods and Services Act 1982; under section 2(3) Consumer Protection Act 1987; for any matter which it would be illegal for it to exclude or to attempt to exclude its liability; or for fraud.
- 9.3 Condition 9.2 shall not apply to international supply contracts as defined in Section 26 of the Unfair Contract Terms Act 1977.
- 9.4 Subject to conditions 7.1 to 7.3, 7.5, 9.1, 9.2 and 9.3, the aggregate liability of Radiodetection, its employees and agents to the Customer arising in connection with the performance or contemplated performance of any sale contract, whether in contract, tort (including negligence and breach of statutory duty) or howsoever otherwise arising in respect of each sale contract shall not exceed the purchase price of the goods under that contract.
- 9.5 Radiodetection shall in no circumstances (whether by way of indemnity, breach of contract or statutory duty, negligence or otherwise) be liable for any loss of revenue, profits, contracts, anticipated savings or goodwill, nor for any special, indirect, economic or consequential loss or for claims by third parties.

### 10. Force Majeure

- 10.1 Radiodetection shall not be liable for any failure or delay in the performance of its obligations which is due to any circumstances outside its control including without limitation acts of God, war, industrial action, shortage of supplies, breakdowns, transport delays, accidents, government action, fire, flood, terrorism or criminal acts.

### 11. Default or insolvency

- 11.1 Without prejudice to its other rights, Radiodetection may immediately terminate the contract by giving notice to the Customer or suspend the performance of Radiodetection's obligations if the Customer:
  - (a) commits a breach of a contract with Radiodetection and (if the breach is capable of remedy) fails to remedy the same within 14 days of a request by Radiodetection; or
  - (b) ceases trading, is unable to pay its debts as they fall due, compounds with its creditors, commences winding up, has a receiver, administrative receiver or liquidator appointed over all or any of its assets, becomes subject to a bankruptcy order or suffers analogous proceedings in any competent jurisdiction.
- 11.2 The customer may not Cancel any contract.

### 12. Designs and Descriptions

- 12.1 Nothing in any contract shall operate to transfer to the Customer or license the Customer to use any Intellectual Property Rights in respect of the goods.
- 12.2 All information of any kind (including without limitation drawings, specifications, plans, descriptions, blue prints, designs, documents and technical information) supplied by Radiodetection to the Customer is supplied on the strict understanding that the Intellectual Property Rights therein and in the goods are vested in and shall remain the sole property of Radiodetection. If the Customer shall in any way acquire such rights then the Customer shall immediately inform Radiodetection and shall take such steps immediately as may be required by Radiodetection to assign such rights or vest title in such rights in the Seller.
- 12.3 Radiodetection reserves the right to vary the technique, design, construction and specification of goods without notice. Changes in goods mean that descriptions in Radiodetection's literature, illustrations and drawings may be inaccurate or out of date and accordingly save as expressly agreed in writing by Radiodetection these do not form part of any contract with Radiodetection.
- 12.4 For the purpose of this Condition 12, "Intellectual Property Rights" means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.

### 13. General

- 13.1 The Customer may not assign or otherwise transfer its rights of obligations under any sale contract without Radiodetection's prior written consent.
- 13.2 Any delay or failure by Radiodetection in enforcing any of these conditions shall not be construed as a waiver of Radiodetection's rights unless confirmed in writing.
- 13.3 All notices shall be in writing and sent by fax, first class post or registered mail, in the case of Radiodetection to its registered office and in the case of the Customer to its registered office or main place of business. Unless shown otherwise, notices shall be treated as served three days after the date of posting (provided the letter is not returned undelivered) and one day after transmission by fax (provided a satisfactory transmission report is obtained).
- 13.4 Any contract between Radiodetection and the Customer shall be governed and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English courts, but this contract may be enforced in any court of competent jurisdiction.