

**GENERAL TERMS AND CONDITIONS OF SALE****1. BASIS OF THE AGREEMENT**

- 1.1 In these General Terms and Conditions of Sale (the “Conditions”), “Seller” means SNXP Ltd and/or affiliated entities; “Buyer” means the entity which accepts an offer of the Seller for the sale of Goods or which order for Goods is accepted by Seller; and “Goods” means any goods which Seller agrees in writing to supply to Buyer. References to sale shall be construed as references to supply.
- 1.2 These Conditions are applicable to all offers, orders, confirmations, invoices and agreements by virtue of which Seller undertakes to supply Goods to Buyer. Any General Conditions and other terms of Buyer are hereby expressly excluded.
- 1.3 Seller’s offers are without commitment. Orders shall only be binding if and when confirmed in writing by Seller.
- 1.4 Only after Seller’s written confirmation will a binding agreement (“the Agreement”) come into existence. The terms of the Agreement shall override and supersede any previous negotiations, agreements or arrangements between Seller and Buyer, unless otherwise agreed.
- 1.5 Information contained in Seller’s drawings, advertisements, catalogues and the like is issued for the sole purpose of giving an approximate idea of the goods described therein, without any responsibility or liability on the part of Seller. Any typographical, clerical or other such error or omission in any sales literature, price list, invoice or other document issued by Seller shall be subject to correction without any liability on the part of Seller.

**2. PRICE AND PAYMENT**

- 2.1 Net prices are quoted exclusive of any VAT and other taxes, duties or charges.
- 2.2 Unless otherwise agreed, Buyer shall make full payment for the Goods as invoiced by Seller prior to the delivery of the goods, unless otherwise agreed in writing. Time for payment shall be of the essence.
- 2.3 Seller shall have the right to invoice Buyer for a partial delivery of the Goods.
- 2.4 Buyer shall not be entitled to withhold payment of any invoice by reason of any right of ‘set off’ or any claim or dispute with Seller, whether relating to the quality of the Goods or otherwise.
- 2.5 In case of bankruptcy, suspension of payments or seizure on the part of Buyer, all amounts owed by Buyer to Seller shall become due and payable immediately and in full, and Seller shall be entitled to offset any claims immediately.
- 2.6 Without prejudice to any other right of Seller, Seller shall have the right to suspend performance or to terminate all or part of the Agreement if it reasonably believes that Buyer will not make payment, pursuant to the conditions hereunder.

**3. DELIVERY**

- 3.1 Unless otherwise agreed, delivery shall be Ex-Works (Incoterms 2000) Seller’s European distribution facility or other address designated by Seller.
- 3.2 Unless otherwise confirmed in writing by Seller, dates and times given for delivery of Goods or are given as estimates only. If no dates are so specified, delivery will be within a reasonable time. While Seller will use all reasonable endeavours to meet any estimate, it reserves the right to amend any estimate.
- 3.3 Seller will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor will any delay entitle Buyer to terminate or rescind the Agreement unless such delay exceeds 180 days.

**4. PROPERTY AND RISKS**

- 4.1 All risks shall pass to Buyer upon delivery. Irrespective of the actual time of delivery, the Goods shall remain the property and in absolute ownership of Seller until Buyer has paid in full all amounts owed to Seller by Buyer (including VAT) in respect of the Goods and all other sums which are or which become due to Seller by Buyer on any account under any transaction.
- 4.2 Buyer is not entitled to pledge or transfer the Goods as securities for third parties.
- 4.3 Seller may at any time repossess or arrange for the return of any of the Goods, which have not been paid for, and which are in Buyer’s possession or control without further notice of default or legal intervention. Buyer hereby authorizes Seller to access all premises to this end.

**5. WARRANTY**

- 5.1 Seller warrants, subject to the conditions set out below, that the Goods, at the time of delivery, will be free from defects in materials and workmanship for a period of 12 months there from unless otherwise agreed in writing. The foregoing warranty is subject to the further limitation that parts furnished but not manufactured by SNXP shall bear the warranty given by such other manufacturer. The Customer shall notify SNXP in writing of any imperfections within the warranty

period. Upon the request of SNXP, the Customer shall return the Equipment, transportation and all other costs prepaid, to SNXP's point of shipment. SNXP's obligations under this warranty are limited to the repair, replacement, or refund of parts having such failures and return shipment to the Customer of such repaired or replacement parts. Replaced Equipment during the warranty period are warranted for the balance of the original warranty and may be refurbished or reconditioned. This warranty is subject to the following exceptions:

- (A) The warranty does not apply to any part of Equipment if it has been altered, repaired or misused in a way that, in the opinion of SNXP, affects the reliability of, or detracts from the performance of any part of the product, or if it is damaged as a result of the use of such part in or in connection with Equipment not previously approved by SNXP;
- (B) The warranty does not apply to any Equipment or parts thereof if its serial number or the serial number of any of its part has been altered, defaced, or removed;
- (C) The warranty does not cover damages or losses incurred in transportation;
- (D) The warranty does not cover replacement or repair necessitated by loss or damage resulting from any cause beyond the control of SNXP including but not limited to lightning;
- (E) The warranty does not include the furnishing of any labour involved or connected with the removal and/or reinstallation of warranted Equipment or parts on site, or any labour required to diagnose the necessity for replacement or repair.

## 6 ASSIGNMENT

- 6.1 Buyer shall not be entitled to assign the Agreement or any part thereof it without Seller's prior written consent.
- 6.2 Seller may assign the Agreement or any part thereof to its affiliated entities and/or contractors.

## 7 LIMITATION OF LIABILITY

- 7.1 Seller shall not be liable to Buyer or be deemed to be in breach of the Agreement due to any cause beyond Seller's reasonable control, whether it could have been foreseen or not. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control: Act of God, natural disaster, explosion, flood, tempest, fire, extreme weather conditions, or accident; war or similar circumstance.
- 7.2 It is Buyer's responsibility to evaluate the accuracy, completeness, reliability and usefulness of any recommendations, advice or other information provided by Seller in connection with the suitability of any of the Goods for specific applications or otherwise.

Such information shall not be interpreted or relied upon as professional advice, or as advice on specific facts or matters. Accordingly, Seller cannot and does not assume any responsibility or liability whatsoever for any use or misuse of such information.

- 7.3 In no event shall Seller be liable to Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill, recall, dismantling or otherwise), costs, expenses or other claims for consequential compensation, including without limitation punitive or exemplary damages, howsoever caused which arise out of or in connection with the sale of Goods, even if Seller has been advised of the possibility of such damages.

## 8 TERMINATION OF THE AGREEMENT

- 8.1 Seller shall have the right to terminate the Agreement immediately, without affecting Seller's accrued rights and without further liability if Buyer defaults in the payment on its due date of any sum under the Agreement or pursuant to any other transaction, or commits any continuing or serious breach of the Agreement and fails to remedy such breach (if remediable) within 10 days from the date on which the event giving rise to such breach occurred; or in the event of Buyer's bankruptcy, suspension of payment; or seizure; or when as a result of any change in the powers, business or circumstances, Buyer is unlikely to be in a position to fulfil the Agreement or any transaction pursuant to it; or any analogous or comparable event in a foreign jurisdiction.

## 9 GENERAL

- 9.1 Each right or remedy of Seller under the Agreement is without prejudice to any other right or remedy of Seller whether under the Agreement or not.
- 9.2 Notices shall be given in writing and sent to a parties address by facsimile or registered post or by airmail where appropriate. Each party shall promptly notify to the other in writing any change of address or facsimile numbers.

## 10 APPLICABLE LAW

- 10.1 These Conditions and all agreements based on these Conditions shall be governed by and construed in accordance with the laws of the United Kingdom.

SNXP Ltd, Rev 1.02