

**ZENTRICA LIMITED**  
**Terms and Conditions of Sales**

1. Definitions

“the Company”	Zentrica Limited, a company registered in England and Wales under company registration number 06473847 and whose registered office is located at 264 Banbury Road, Oxford, OX2 7DY, UK. Our main trading address is Unit 8, City Business Centre, Hyde Street, Winchester, Hampshire, SO23 7TA. Our VAT number is GB 787 3481 80.
“the Conditions”	The terms and conditions of sale set out in this document
“Confirmation Email”	The Company’s written acceptance of the Customer’s Order
“the Contract”	Any contract between the Company and the Customer for the supply of Goods.
“the Customer”	The other party with whom the Company contracts.
“the Delivery Date”	The date on which the Company anticipates that it will deliver the Goods, such date to be specified in the Confirmation Email.
“the Goods”	The products supplied by the Company pursuant to the Contract.
“the International Delivery Destinations”	All countries outside of the United Kingdom.
“the Order”	The order submitted by the Customer to purchase the Goods.
“the Price”	The price for the Goods as set out within the Company’s quotation.
“the Specification”	The details of the Goods set out in the documentation provided with the Goods

2. Conditions Applicable and Contract Formation

- 2.1 This page contains information about the Company and the legal terms and conditions (“the Conditions”) on which the Company sells the Goods.
- 2.2 The Conditions shall apply to all Contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.3 All Orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to the Conditions.
- 2.4 The Customer should take time to read and check their Order at each stage of their order process.
- 2.5 By submitting the Order, the Customer confirms that it has authority to bind any business to purchase the Goods.
- 2.6 By ordering the Goods, the Customer agrees to be bound by the Conditions. By submitting an Order the Customer signifies its acceptance of the Conditions.
- 2.7 After the Customer has submitted the Order, it may receive a notification email from the Company acknowledging that it has received the Order. This does not mean that the Order has been accepted.
- 2.8 No Order will be accepted until the Company has checked and verified the items and their Price in the Order that the Customer has submitted and the Company has sent a Confirmation Email, confirming acceptance of the Customer’s Order.
- 2.9 The Contract will be concluded when the Company sends the Confirmation Email.
- 2.10 The Confirmation Email will set out the terms of the Contract and contains a copy of these Conditions which should be printed and saved by the Customer for future reference.
- 2.11 The Company may revise the Conditions from time to time but every time the Customer places an Order, the Conditions in force at that time will apply to the Contract.
- 2.12 These Conditions and any Contract between the Company and the Customer are in the English language only.

3. Orders/specification description

- 3.1 The Goods shall be supplied in accordance with the Specification.
- 3.2 The Specification may change from time to time in order to comply with safety or statutory requirements or at the Company’s discretion if such changes do not materially affect the quality or fitness for the purpose of the Goods.
- 3.3 The Customer shall inspect the Goods on delivery and shall within seven days of delivery notify the Company of any apparent defect, shortage in quantity, damage or failure to comply with the Specification. If the Customer shall fail to comply with these provisions, the Goods shall be presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on reasonable examination of the Goods and the Customer should be deemed to have accepted the Goods.
- 3.4 Any cancellation of the Order by the Customer must be received by the Company no less than 16 weeks from the Delivery Date, which will be specified in the Company’s Confirmation Email. For cancellations received less than 16 weeks before the Delivery Date, the Customer shall pay the Company 100% of the value of the Contract to which the cancellation relates.
- 3.5 The Customer may not reschedule the Delivery Date within 16 weeks or less of the Delivery Date. Outside of 16 weeks from Delivery Date, the Customer may reschedule the date for delivery to one that is within 16 weeks of the original Delivery Date.
- 3.6 If the Zentrica Quotation states NC/NR (Non-cancellable/Non-Returnable) terms then Points 3.4 and 3.5 become invalid and order cancellation or rescheduling are not permitted at any time.

4. Delivery

- 4.1 The Goods shall be delivered to the Customer at the address for delivery provided to the Company by the Customer at the time the Customer places the Order.
- 4.2 If the Goods are to be delivered to an address in the United Kingdom, the Company shall arrange and pay for the carriage and insure the Goods from despatch until delivery. Delivery will be arranged by the Company.
- 4.3 The Company also delivers to International Delivery Destinations. If the Customer orders the Goods for delivery to an International Delivery Destination, the Order may be subject to import duties and taxes which are applied when the Goods reach that destination. The Company has no control over these charges and cannot predict their amount. The Customer will be responsible for payment of such import duties, taxes and charges.
- 4.4 Delivery will be completed when the Company delivers the Goods to the address provided by the Customer and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Failure to take delivery shall entitle the Company to charge an administrative fee.
- 4.5 The Customer shall notify the Company of any non-delivery within seven days of the Delivery Date. Notwithstanding the receipt by the Company of any such notice a clear signature on a carriage delivery advice sheet shall be deemed to signify a receipt for the Goods indicated on the advice sheet.
- 4.6 The Delivery Date is intended to give the Customer an indication of the date on which the Goods will be delivered. The Company will endeavour to have the Goods delivered by the Delivery Date. The Company will not be liable for any loss or damage whatever due to any failure to deliver

the Goods on the Delivery Date. Any failure to deliver the Goods on the Delivery Date shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or claim compensation for such failure or any consequential loss or damage resulting therefrom.

- 4.7 The Company shall only be obligated to accept delivery of returned Goods that are shipped by the Customer after Customer obtained the Company's return material authorisation ("RMA") and RMA number. As a condition of issuing a RMA, the Company may require the Customer to provide the Customer's account number and other reasonably required information. Customer must return parts in the original packaging within which they were delivered.

## 5. Property and Risk

- 5.1 The Goods shall be at the Customer's risk as from delivery.
- 5.2 In spite of delivery having been made property of the Goods shall not pass from the Company until:
- 5.2.1 The Customer shall have paid the Price plus VAT in full: and
- 5.2.2 No other sums whatever shall be due from the Customer to the Company.
- 5.3 Until property in the goods passes to the Customer in accordance with clause 5.2 above the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way as they are clearly identified as the Company's property.
- 5.4 Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may use or sell the Goods in the ordinary course of the Customer's business for market value for the account of the Company. Any such sale or dealings should be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into an overdrawn bank account and shall at all material times be identified as the Company's money.
- 5.5 The Company shall be entitled to recover the Price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Company.
- 5.6 Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 5.3 above shall cease.
- 5.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 5.8 The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 5.9 Title in the Goods shall pass to the Customer on delivery.

## 6. Price and payment

- 6.1 Where deliveries are being made to an address in the UK, the cost of carriage is included in the Price. In respect of deliveries to International Delivery Destinations, the Customer will be required to pay the cost of carriage, if applicable the price for which shall be stated in the Order.
- 6.2 All Prices are quoted in United States of America dollars.
- 6.3 Payment for the Goods plus VAT if applicable and carriage (if applicable) is due within 30 days from date of invoice, unless otherwise agreed in writing.
- 6.4 Credit account will be opened subject to approved references but the Company reserves the right to alter or withdraw any credit facility given to the Customer at any time.
- 6.5 The Price of the Goods may change from time to time, but changes will not affect any Order which we have confirmed with an Email Confirmation.
- 6.6 The Company shall be entitled to charge interest for any part of the Price not paid by its due date from that date until actual payment at the rate of 8% per annum above the base lending rate of Barclays Bank Plc from time to time unless any statutory or other provision now or in the future provides for a higher rate of interest for which the Customer will then be liable.
- 6.7 In the event of default of due payment the Company reserves the right to suspend further deliveries until payment has been made and to require pre-payment of any further deliveries or cancel further Contracts

## 7. Exclusion of Liability

- 7.1 All terms and conditions and warranties, whether implied by statute or otherwise, other than as set out in these Terms and Conditions are expressly excluded provided that nothing in the Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company.
- 7.2 If within 30 days of delivery the Goods or part of them are not in accordance with the Contract for any reason the Customer's sole remedy shall be limited to the Company repairing or replacing such Goods or if the Company shall elect, by refunding the whole or a proportionate part of the Price.
- 7.3 Under no circumstances shall the liability of the Company exceed the Price of the Goods in question.
- 7.4 The Company shall afford the Customer the benefit of the manufacturer's warranty to the extent it is able and should the manufacturer afford a remedy under its warranty the Customer shall in the first instance exercise its rights to redress under the warranty rather than against the Company.
- 7.5 The Company shall be under no liability whatsoever to the Customer for any loss of profits, sales, business or revenue, anticipated savings, goodwill or any indirect or consequential loss suffered by the Customer arising out of a breach by the Company of the Contract.
- 7.6 Should the Customer fail to comply with the written instructions as to the assembly and use of the Goods, all warranties express or implied given under the Contract will be invalidated and the Customer will have no claim whatsoever against the Company for any subsequent failure of the Goods.
- 7.7 It is acknowledged that the Goods have not been manufactured, processed or adapted to the special order of the Customer.

## 8. Insolvency

If the Customer fails to make payment for the Goods in accordance with the Contract and/or the Conditions or if distress or execution shall be levied upon any of the Customer's goods or if a Customer offers to make any arrangements with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited Company any resolution or petition to wind up the Customer (other than for the purposes of amalgamation or reconstruction without insolvency) shall be passed or presented or if an administrator, administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become immediately payable and the Company may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of the Goods to the Customer and/or terminate the Contract without liability on its part.

9. Miscellaneous

- 9.1 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of that party.
- 9.2 The Contract is formed between the Company and the Customer. No other person shall have any rights to enforce any of its terms.
- 9.3 This Contract is subject to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England.
- 9.4 The contact details of the Company are; Zentrica Ltd, Unit 8, City Business Centre, Hyde Street, Winchester, Hampshire, SO23 7TA. United Kingdom. Email: sales@zentrica.com Tel: +44 (0)1256 884 999