1. FORMATION OF CONTRACTS

1.1. All contracts made by Newtons4th Ltd. (referred to herein as "the Company") for the sale of its products ("the Products") shall be deemed to incorporate these terms and conditions. No variation of or addition to these terms and conditions shall form part of any contract unless made or specifically accepted by the Company in writing.

1.2. The parties to any contract are to be deemed to have accepted the place of any offer, and the conditions and other terms and conditions in any document or other communication used by the Customer in concluding the contract with the Company.

1.3. No contract shall come into effect until the Customer's order has been accepted in writing to the Company.

2. PRICES

2.1. All prices otherwise expressly stated in writing by the Company orders are accepted on the basis that the price quoted is exclusive of any value added tax special packaging materials carrier's charges or customs duties.

3. PAYMENT

3.1. Unless otherwise specified, payment will be by irrevocable letter of credit or payment in advance.

3.2. If the Customer shall fail to make payment in full in accordance with sub-paragraph 3.1 above, the Company shall be entitled to suspend all or any other deliveries to be made under that or any other contract with the Customer provided always that in any event the Customer shall not in any respect be released from its obligation to the Company under any such other contract; or

3.2.2. in the event of non-compliance with sub-paragraph 3.2.1 above, the Company shall be entitled to terminate the relevant contract and/or any other contract with the Customer in accordance with Condition 11 below and to claim damages from the Customer.

3.3. Where carriage packing or other charges are stated separately from the price they will nevertheless be payable by the Customer at the same time as if they formed part of the price and shall be treated as such.

3.4. Time for payment is of the essence of these terms and conditions.

4. DESPATCH AND DELIVERY

4.1. Unless otherwise specified, all details relating to the Company's acknowledgement of order delivery of the Products will take place at the premises of the Customer.

4.2. Whilst the Company will use all reasonable endeavours to adhere to any stated date for delivery these dates are intended as estimates or statements of expectation only. The Company shall accordingly accept delivery of the Products when tendered and time of delivery shall not be of the essence of the contract. The failure by the Company to adhere to any stated date of delivery shall not constitute a breach of the contract and the Customer shall not be entitled to treat the contract as thereby repudiated or to rescind it or any relevant clauses in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

4.3. The Customer must obtain all necessary export or import licence exchange control and other approvals of national and regional governments and authorities before the Company can be expected to effect delivery in accordance with its obligations under the contract.

4.4. The Company undertakes to inspect the Products at the earliest opportunity after delivery and in any event within forty-eight hours of delivery. Any claim for shortfall in a delivered consignment or claim that the Products do not comply with the order confirmed by the Company must be notified in writing within three days of delivery. Failure to make a written claim for shortfall in such period shall constitute unqualified acceptance of the Products and waive the Customer of all claims relating to non-delivery of the Products or delivery of the wrong Products or error on the Company’s invoice as the case may be.

5. PROPERTY

5.1. Notwithstanding delivery of the Products (or of any documents representing the Products) the property in the Products shall remain with the Company until the Customer has paid the Company in full for the Products and the Company shall hold such Products as agent of the Customer.

5.2. The Customer shall (unless otherwise agreed by the Company in writing) ensure that all necessary steps are taken to prevent the risk therein passing to the Customer and the property therein ceasing to remain with the Company.

5.3. In cases where the Company expressly agrees to conclude the contract of carriage and/or arranges for the insurance of the Products during transit the Company shall be deemed to be acting solely as an agent of the Customer and sub-contracts or claim that the Products are being carried or insured on terms which the Company do not undertake.

6. SPECIFICATION DESCRIPTIONS

6.1. All specifications and descriptions of Products wherever contained are approximate only and are intended to serve merely as a guide and accordingly the Company shall not be liable for any inaccuracy.

7. INTELLECTUAL PROPERTY

7.1. All copyright and intellectual property rights of whatever nature in the whole or any part of the software, designs embodied in the Products (referred to herein as "the Software" and "the Designs") shall be the property of the Company. The Software and the Designs are licensed only to the extent of the right to use them by the Customer. The Customer hereby warrants that the Products supplied are free from defects in workmanship and/or materials at the time that the risk passes to the Customer and that for a period of one year from such time the Company will repair or replace any affected Products that have been the responsibility of the Company's liability under this warranty shall be limited to the repair or replacement of affected Products and is conditional upon the Customer:

8. GENERAL LIABILITIES

8.1. The Company hereby warrants that the Products supplied are free from defects in workmanship and/or materials at the time that the risk passes to the Customer and that for a period of one year from such time the Company will repair or replace any affected Products that have been the responsibility of the Company's liability under this warranty shall be limited to the repair or replacement of affected Products and is conditional upon the Customer:

8.1.1. notifying the Company promptly of any such defect and in any event within such period of one year;

8.1.2. returning to the Company the affected Products properly and adequately packed or cartaged to such address and post paid within fourteen days of such notification;

8.1.3. having ensured that the Products have not been tampered with modified or altered in any way;

8.1.4. ensuring that the Products are protected from harm or otherwise properly cared for and are retained in the possession of the Purchaser;

8.2. The warranty contained in paragraph 8.1. of this Condition is given in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied and whether arising by common law statute or otherwise other than relating to title to the Products. In particular but without limitation to the foregoing the Company shall not be liable for the failure of any of the Products supplied to be fit for any particular purpose for which they are required.

8.3. The Company shall not be liable for any loss injury or damage of any nature whatsoever (other than for death or personal injury resulting from the gross negligence of the Company) whether direct or consequential arising out of or in connection with any Products supplied.

8.4. Without prejudice to the generality of the foregoing nothing contained in these conditions shall operate to exclude or restrict liability for breach of any obligation arising from Sections 13, 14 or 15 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods and Services Act 1982) as against the Customer if he is dealing as a consumer as construed in accordance with Part 1 of the Unfair Contract Terms Act 1977.

8.5. The Customer shall not rely upon any representation concerning any Products supplied unless the same shall have been made by the Company in writing.

8.6. If the contract that the Company fails or is unable to deliver the Products in accordance with the contract with the Customer by reason of circumstances beyond its control (including without prejudice to the generality of the foregoing force majeure war strike lock-out sit-in trade dispute and/or to premises or parts of premises or shortage of any labour) the Company shall be entitled to cancel or rescind the contract without liability of whatsoever nature for loss or damage resulting therefrom.

8.7. The price at which the Company agrees to supply the Products to the Customer is based on: 8.7.1. the warrants given and accepted; and

8.7.2. the extensions and restrictions of liability imposed.

8.8. The Company is prepared to accept a different price if the Customer requires any variation of such warranties or extension of the liabilities accepted by the Company.

9. ASSIGNMENT

9.1. The Company shall not assign any of its rights hereunder or under any contract for sale of Products in whole or in part without the prior written consent of the Company.

10. EXPORT

10.1. These terms and conditions shall apply to all export sales except as varied in the contract of sale of the Products or claim that the Products do not comply with the order confirmed by the Company must be notified in writing within three days of delivery. Failure to make a written claim for shortfall in such period shall constitute unqualified acceptance of the Products and waive the Customer of all claims relating to non-delivery of the Products or delivery of the wrong Products or error on the Company’s invoice as the case may be.

11. INSOLVENCY AND BREACH OF CONTRACT

11.1. In the event that:

11.1.1. the Customer shall commit any breach of the contract and shall fail to remedy such breach notified in writing within the period of seven days without prejudice to the right of the Company to rescind the contract on writing from the Customer requesting such remedy; or

11.1.2. the Customer offers to make any arrangement with or for the benefit of its creditors or commits any act of bankruptcy or insolvency or being a limited company has an administrator or a receiver or an administrative receiver appointed or an analogous appointment is made of or in relation to the whole or any part of its undertaking property or assets; or

11.1.3. any order is made or a resolution is passed or analogous proceedings are taken for the winding-up of the Customer (save for the purposes of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) then in any such case the Company shall be entitled without prejudice to its other rights hereunder forthwith to suspend all further deliveries under any contract until the dispute or dispute shall have been good made or to rescind the contract or any contracts between the Company and the Customer or any unfulfilled part thereof or at the Company’s option to make partial deliveries. Notwithstanding any such termination the Company shall be entitled to claim compensation for all work done, materials used and Products delivered up to and including the date of termination.

12. SEVERANCE

12.1. If at any time any one or more of the provisions of these terms and conditions become invalid illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. HEADINGS

13.1. The headings used in these Terms and Conditions for convenience only and shall not affect the construction thereof.

14. LAW

14.1. These terms and conditions and every contract made pursuant thereto shall be construed and interpreted in accordance with the laws of England and the Customer hereby submits to the exclusive jurisdiction of the English Courts.