

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. **Definitions**

- 1.1 The "Buyer" means the person, firm or company who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means "SeaCom" Electronics Limited of Eaglehurst, Belmont Hill, Douglas, Isle of Man IM1 4NY, company number 115784 (IOM).
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. **Conditions**

- 2.1 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.2 Any amendments to these terms and conditions must be confirmed in writing by the Seller.
- 2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. **Prices**

- 3.1 The Price shall be the Seller's price contained in the Seller's Quotation.
- 3.2 Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 3.3 All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be paid in addition.
- 3.4 Payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 3.5 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable

4. **Interest on Overdue Invoices**

- 4.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 4% over Barclays base rate as varied from time to time.

5. **Warranty and Liability**

5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. When this is not possible the Buyer will be notified and given the opportunity to cancel the order and receive a full refund. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6. **Delivery**

6.1 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or receive a full refund.

6.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

6.3 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. **Ownership and Risk**

7.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

7.2 The Seller remains the owner of the Goods until the Seller has been paid in full for such Goods.

7.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.

7.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

- a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or collect the Goods or
- b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

8. **Cancellation and Returns**

8.1 If it is agreed that the Goods are to be returned :-

- a) a Goods Return reference number obtained from the Seller must be clearly shown on the returned parcels;
- b) the Buyer will be liable for cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault;

- c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required.

9. **Force Majeure**

- 9.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfillment is prevented.

10. **No Waiver**

- 10.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

11. **Liability**

- 11.1 In the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

12. **Law and Arbitration**

- 12.1 These terms and conditions shall be governed by English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 12.2 The arbitration shall be conducted in accordance with the London Maritime Arbitrators' (LMAA) Terms current at the time when the arbitration is commenced.
- 12.3 Save as aftermentioned, the reference shall be to three arbitrators, one to be appointed by each party and the third by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment to the other party requiring the other party to appoint its arbitrator within 14 days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and give notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring the dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be as binding as if he had been appointed by agreement.
- 12.4 In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

13. **General**

- 13.1 By accepting the Proposal the Client agrees to be bound by these terms and conditions