

WebElementary

TERMS AND CONDITIONS OF SALE

Terms

1. In these Conditions:

The Buyer means the person, firm, company or other organisation who or which has ordered Products from the Seller.

The Seller means WebElementary 20 Thorpe Road Leeds LS10 4BA UK

The Contract means the contract for the sale and purchase of Products or Services between the Seller and the Buyer comprising the written quotation of the Seller that is accepted by the Buyer or any written order of the Buyer that is accepted by the Seller whichever first occurs.

The Products or Services means any items produced or supplied by the Seller. Please see our web site for full details of services offered).

Conditions

1. Acceptance - ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, WHICH ARE ACCEPTED BY THE BUYER UPON PLACING OF AN ORDER FOR PRODUCT(S) WITH THE SELLER WHICH ORDER IS CONFIRMED BY THE SELLER.

2. Changes - Orders arising hereunder may be changed or amended only by written agreement signed by authorised representatives of each of the Buyer and the Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery.

The Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by the Seller. In such event, the Seller will advise the Buyer of the total charge for such cancellation, and the Buyer agrees to pay all charges imposed on the Seller by its suppliers, and any other cost resulting from cancellation of this order by the Buyer.

3. Delivery, claims, delays - All materials sent to the Seller are sent at the Buyer's expense and no charges shall be levied on the Seller by the Buyer in respect of such expenses. The Buyer shall bear all risk of loss or damage in transit of materials sent to the Seller. All physical materials sent to the Buyer from the Seller will be sent at the Seller's expense by normal UK postage unless otherwise agreed in writing with the Buyer prior to dispatch. If additional Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs and will have been agreed in writing with the Buyer prior to dispatch. Dispatch of the goods at the Seller's shipping point shall constitute delivery to the Buyer and the Buyer shall bear all risk of loss or damage in transit. The Seller reserves the right to make delivery in installments. Delay in delivery of any installment shall not relieve the Buyer of the Buyer's obligations to accept remaining deliveries. All electronic data generated as part of a contract and

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deposited on the Seller's server for the Buyer to download will be maintained on the server for a period of not less than 60 days from the date on which it was deposited on the server. Deposition of electronic data on the Seller's server shall constitute delivery of the product to the Buyer and it is the responsibility of the Buyer to download the data and maintain it. The Seller shall not be held responsible for any loss or damage resulting from removal of data from the Seller's server, nor be responsible for maintenance of electronic data beyond the 60 day period. Any request by the Buyer for the Seller to maintain data beyond the 60 day period must be mutually agreed in writing.

Immediately upon the Buyer's receipt of any product(s), the Buyer shall inspect the same and shall notify the Seller in writing of any claims for shortages, defects or damages and shall hold the goods for the Seller's written instructions concerning disposition. If the Buyer shall fail to so notify the Seller within five days after the goods have been received by the Buyer, such goods shall be deemed to have been irrevocably accepted by the Buyer.

The Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond the Seller's reasonable control.

4. Allocation of goods - If the Seller is unable for any reason to supply the total demands for goods or services specified in the Buyer's order, the Seller may allocate its available supply among any or all of the Buyers on such basis as the Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

5. Payment - Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of the Buyer indicates to the Seller that the purchase price may not be recoverable from the buyer, the Seller may, without notice to the Buyer, delay or postpone the delivery of the product(s); and the Seller may request payment in full or in part in advance of shipment of the entire undelivered balance of said product(s). In the event of default by the Buyer in the payment of the purchase price or otherwise, of this or any other order, the Seller, at its option, without prejudice to any other of the Seller's lawful remedies, may defer delivery or cancel this Contract. The Buyer agrees to pay all costs, including, but not limited to, reasonable legal and accounting fees and other expenses of collection resulting from any default by the Buyer in any of the terms hereof.

6. Taxes and other charges - The price of the products will be the Seller's quoted price exclusive of valued added or other taxes, which shall be charged by the Seller if entitled to do so by operation of law.

7. Pricing - Prices shown are in UK pounds sterling and are subject to change. Please contact the Seller for current prices if this information is required prior to placing an order for product(s). Written quotations are guaranteed for a period of 90 days and should be quoted when placing an order.

8. THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRODUCT(S), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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The Seller's sole and exclusive liability and the Buyer's exclusive remedies with respect to product(s) proved to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in the Seller's sole discretion, upon the return of such products in accordance with the Seller's instructions. THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF THE BUYER OR OTHER USE OR ANY LIABILITY OF THE BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOUR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY THE SELLER'S GROSS NEGLIGENCE. All claims must be brought within one (1) year of shipment, regardless of their nature.

9. Buyer's use of product(s) - The Buyer expressly represents and warrants to the Seller that the Buyer will properly test, use, manufacture and market any products purchased from the Seller and/or materials produced with products purchased from the Seller in strict compliance with all applicable laws and regulations, now and hereinafter enacted.

10. Buyer's Representations and Indemnity - The Buyer represents and warrants that it shall use all products ordered herein in accordance with the preceding Paragraph, and that any such use of products will not violate any law or regulation. The Buyer agrees to indemnify and hold harmless the Seller, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that the Seller may sustain or incur as a result of any claim against the Seller based upon negligence, breach of warranty, or liability in law brought as a result of activity of the Buyer, its officers, agents or employees. The Buyer shall notify the Seller in writing within fifteen (15) days of the Buyer's receipt of knowledge of any accident, or incident involving the Seller's products that results in personal injury or damage to property, and the Buyer shall fully co-operate with the Seller in the investigation and determination of the cause of such accident and shall make available to the Seller all statements, reports and tests made by the Buyer. The furnishing of such information to the Seller and any investigation by the Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by the Seller.

11. Patent disclaimer - The Seller does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

12. Technical Assistance - At the Buyer's request, the Seller may, at the Seller's discretion, furnish technical assistance and information with respect to the Seller's products. THE SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF

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MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY THE SELLER OR THE SELLER'S PERSONNEL. ANY SUGGESTIONS BY THE SELLER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF THE SELLER.

13. Miscellaneous - The Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of the Seller's right to strictly enforce such terms or conditions or exercise such right thereafter.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. Governing Law - All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of England.

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