

1. DEFINITIONS

- 1.1. **Buyer** means the person who buys or agrees to buy the goods from the Seller.
- 1.2. **Conditions** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3. **Delivery Date** means the date specified by the Seller when the goods are to be delivered.
- 1.4. **Goods** means the articles which the Buyer agrees to buy from the Seller.
- 1.5. **Price** means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6. **Seller** means HIROSE ELECTRIC UK LIMITED of Crownhill Business Centre, 22 Vincent Avenue, Crownhill, Milton Keynes, MK8 OAB.

2. CONDITIONS APPLICABLE

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation or order or similar document or any prior agreement made between the parties.

- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

- 2.3. The receipt by the Buyer of an acknowledgement order form signed by the Seller shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. THE PRICE AND PAYMENT

- 3.1. The Price shall be the amount set out in the invoice, errors and omissions excepted. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.

- 3.2. Payment of the Price and VAT shall be due within 30 days of the date of the invoice unless otherwise agreed in writing.

- 3.3. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% and shall accrue at such a rate after as well as before any judgement.

- 3.4. The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatever.

- 3.5. If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have :-

3.5.1. suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or

3.5.2. exercise any of its rights pursuant to clause 8

4. THE GOODS

- 4.1. The quantity and description of the Goods shall be as set out in the Seller's invoice.

5. WARRANTIES AND LIABILITY

- 5.1. The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller and shall be free from defect in material and workmanship, however the Seller shall not be liable to the Buyer for any damages whatsoever due to changes in the type, design or composition in material of the Goods from that set out in any brochure or published material.

- 5.2. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

- 5.3. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

- 5.4. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.

6. DELIVERY OF THE GOODS

- 6.1. Delivery of the Goods shall be made to the Buyer's address during the Seller's working hours. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

- 6.2. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

- 6.3. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.

- 6.4. All costs incurred by the Seller in delivering the Goods will be paid for by the Buyer unless otherwise agreed in writing by the Seller. If the Buyer nominates a carrier all delivery and other related charges will be paid by the Buyer in

accordance with the carriers normal terms and conditions of business from time to time in force.

- 6.5. In the event of cancellation of the order by the Buyer before delivery, the Seller reserves the right to claim all damages, costs, expenses, or other charges arising out of such cancellation.

7. ACCEPTANCE OF THE GOODS

- 7.1. The Buyer shall be deemed to have accepted the Goods 7 days after delivery to the Buyer.

- 7.2. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the invoice.

- 7.3. If the Buyer rejects the Goods the Seller guarantees the replacement of any defective products returned to the Seller, provided that the Goods are found by the Seller's inspection to be defective relative to the application specification of Hirose Electric Co. Ltd Japan, at the appropriate time.

- 7.4. No Goods delivered to the Buyer which are in accordance with the Seller's invoice will be accepted for return without a written request within 7 days after the Buyer's receipt of the Goods and after written authorisation of the return by the Seller. The Seller shall not assume any responsibility whatsoever for unauthorised returns.

8. TITLE AND RISK

- 8.1. The Goods shall be at the Buyer's risk as from delivery.

- 8.2. Property in the Goods shall not pass from the Seller until :-
8.2.1. the Buyer shall have paid the Price plus VAT in full; and
8.2.2. no other sums whatever shall be due from the Buyer to the Seller.

- 8.3. Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

- 8.4. Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money. Nothing on this clause shall give the Buyer the right to sell or part with the possession of the Goods otherwise than in accordance with this Agreement.

- 8.5. The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.

- 8.6. Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.

- 8.7. The Buyer 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 Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall immediately become due and payable.

- 8.8. The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9. REMEDIES OF THE BUYER

- 9.1. Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

- 9.2. Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

- 9.3. The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10. MISCELLANEOUS

10.1. Severance

10.1.1. Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

10.2. Waiver

10.2.1. No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

10.3. Force Majeure

10.3.1. The Seller shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Seller.

10.4. Assignment

10.4.1. The Buyer shall not be permitted to assign this agreement either in whole or in part.

11. PROPER LAW OF CONTRACT

11.1. These conditions are subject to the law of England and Wales.