

**STANDARD TERMS AND CONDITIONS
FOR SALE OF GOODS
OF**

QUOTEX SYSTEMS LTD

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the organisation or person who buys Goods from the Seller;
- 1.2 "Contract" means the contract between the Buyer and Seller for the sale and purchase of the Goods in accordance with these Terms and Conditions;
- 1.2 "Goods" means the articles to be supplied to the Buyer by the Seller;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.5 "Order" means the Buyer's order for the Goods; and
- 1.6 "Seller" means Quotex Systems Ltd company Registration 5976697.

2 GENERAL

- 2.1 These Terms and 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 referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.3 Any Order placed by the Buyer constitutes an offer by the Buyer to purchase the Goods in accordance with these Terms and Conditions. The Order shall only be deemed to be accepted when the Seller issues a written confirmation (which may be by e-mail), at which point the Contract shall come into existence. Any quotation given by the Seller shall not constitute an offer and any prices contained in a quotation shall only be valid for a period of 30 days from its date of issue.

3 PRICE AND PAYMENT

- 3.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT and delivery (unless pre agreed) any other applicable costs. The Seller may invoice the Buyer for the Goods on or at any time after delivery.
- 3.2 Payment of the price and VAT and any other applicable costs shall be due in accordance with the payment terms agreed between the Seller and the Buyer, and in the absence of such agreement within 30 days of the date of receipt of the invoice supplied by the Seller. The Seller reserves the right to refuse or withdraw credit terms at any time, and require payment in advance of delivery in relation to any Goods not already delivered.
- 3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 10% per annum above the base rate of the Bank of England.
- 3.4 The seller will reclaim all losses due in circumstances of collection of a bad debt. Losses such as third party used for collection of debt charges pending proof of charges is supplied.

4 DESCRIPTION

Any description, drawing or advertising given or applied to the Goods and any description or illustration contained in the Supplier's promotional documentation is given by way of identification only and the use of such description shall not form part of the Contract or have any contractual force. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any such description when entering into the contract.

5 SAMPLE

Where a sample of the Goods is shown to and/or inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample, and shall not form part of the Contract or have any contractual force.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.
- 6.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage. If failure to deliver is due to the Buyer's act or omission and 10 working days after the Seller first attempts delivery the Buyer has not accepted delivery of the Goods, the Seller may resell or otherwise dispose of part or all of the Goods.

- 6.4 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

7 QUANTITY DELIVERED

Every endeavour will be made to deliver the quantities as ordered but when a specific manufacture is entailed the exact quantities cannot be guaranteed and the seller therefore reserves the right to deliver and invoice under or over any such item in accordance with the usual trade custom. The Buyer shall inspect the Goods within 48 hours of delivery and notify the Seller as to any variance in quantity.

In the event of a shortfall in quantity, the Seller shall at its discretion amend the invoice for the Goods to reflect the shortfall or deliver additional Goods to make up the shortfall.

In the event of an overdelivery, the Seller shall invoice for the overdelivered amount unless the Buyer notifies the Seller within 48 hours of delivery that it wishes to return the overdelivered amount. If the Buyer wishes to return the overdelivered amount the Seller shall arrange for collection thereof.

Return of Goods - No goods (other than goods which reach the customers in an unusable condition) may be returned without the prior written consent of the Company. Where **The Company** consents to such return, the goods must be received from the customer in good condition, and the customer agrees to pay an administrative handling charge of 20% of the invoice value of the goods returned. It is our normal practice to replace any merchandise which might reach customers in an unusable condition. No handling charge will be made under these circumstances. It would help if goods which are being returned to us for examination prior to replacement, are thoroughly cleaned and adequately packed before despatch.

8 RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are delivered to the Buyer's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

9 RETENTION OF TITLE

- 9.1 Title in the Goods shall not pass to the Buyer until the Seller has been paid in full (in cash or cleared funds) for:-

9.1.1 the Goods; and

9.1.2 any other goods or services that the Seller has supplied to the Buyer in respect of which payment is due.

- 9.2 Until title to the Goods has passed to the Buyer, the Buyer shall:-

9.2.1 hold the Goods on a fiduciary basis as the Seller's bailee;

9.2.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

9.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.2.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

9.2.5 notify the Seller immediately if it becomes subject to any of the events listed in clause 15.2; and

9.2.6 give the Seller such information relating to the Goods as the Seller may require from time to time,

but the Buyer may resell or use the Goods in the ordinary course of its business, provided that this right will terminate immediately if the Buyer becomes subject to any of the events listed in clause 15.2.

- 9.3 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 15.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods, and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10 CANCELLATION

Cancellation of orders by the Buyer shall be at the Seller's sole discretion, and the Buyer shall be responsible for any non recoverable costs incurred by the Seller should the Seller accept any cancellation by the Buyer of any order it has placed

11 WARRANTY

- 11.1 The Seller warrants that on delivery the Goods:-

11.1.1 shall correspond with the description set out in the Order; and

11.1.2 shall be free from substantial defects in manufacture,

the "Seller's Warranty".

11.2 Subject to clause 11.3, if:-

11.2.1 the Buyer gives notice in writing to the Seller within a reasonable time of discovery (and in the case of damage occurring during transportation, within 48 hours of delivery) [and any event within 30 days of delivery] that some or all of the Goods do not comply with the Seller's Warranty;

11.2.2 the Seller is given a reasonable opportunity of examining such Goods; and

11.2.3 the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost,

the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.3 The Seller shall only accept returns for those Goods that are in breach of the Seller's Warranty. When goods are sold in packs the Seller will only be liable for repairing, replacing or refunding in relation to those packs affected, where packs means the smallest pack size in which the Buyer sells those particular Goods. Defects in Goods which form part of an order shall not entitle the Buyer to reject any other Goods supplied under that Contract.

11.4 The Seller shall not be liable for Goods' failure to comply with the Seller's Warranty in any of the following events:-

11.4.1 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, use or maintenance of the Goods;

11.4.2 the Buyer alters or repairs such Goods without the written consent of the Seller;

11.4.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

11.4.4 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.5 Except as provided in this clause 11, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the Seller's Warranty.

11.6 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12 RETURN OF GOODS

Any returns of Goods for reasons other than for breach of the Seller's Warranty shall be at the Seller's sole discretion. The Seller is unable to accept such return of Goods without prior notification in writing and only when it has given authorisation in writing to such returns. Any such Goods returned may be liable to incur a minimum of 10% handling charge at the Seller's sole discretion.

13 LIMITATION OF LIABILITY

13.1 Nothing contained in these Terms and Conditions shall limit or exclude the Seller's liability for:-

13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any other matter in respect of which it would be unlawful to exclude or restrict liability.

13.2 Subject to clause 13.1:-

13.2.1 the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:-

(a) any loss of goodwill, business or revenue or anticipated savings, or loss of profits or use;

(b) any third party claims in connection with the Goods or the Contract; or

(c) any indirect, special or consequential losses or damages, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused),

which in each case arise out of or in connection with the Goods or the Contract; and

13.2.2 the Seller's total liability to the Buyer in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

13.3 No liability of any nature shall be incurred or accepted by the Seller in respect of (i) any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of the Contract where such representations were made or given in relation to, and (ii) any express term of the Contract where such term relates in any way to:

- 10.1.1 the correspondence of the Goods with any description;
 - 10.1.2 the quality of the Goods; or
 - 10.1.3 the fitness of the Goods for any purpose whatsoever.
- 13.4 All implied terms, conditions or warranties which may be implied by statute, trade, custom, practice, course of dealing or otherwise, including without limitation as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the Contract to the fullest extent permitted by law.
- 14 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.
- 15 CUSTOMER'S INSOLVENCY**
 - 15.1 If the Buyer becomes subject to any of the events listed in clause 15.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or any other Contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
 - 15.2 For the purposes of clause 15.1, the relevant events are:-
 - 15.2.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
 - 15.2.2 the Buyer commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - 15.2.3 any action, proceedings, procedure or step is taken in relation to the winding up, dissolution, administration or reorganisation of the Buyer;
 - 15.2.4 any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator or other similar officer in respect of the Buyer or any of its assets.
 - 15.2.5 a distress, execution, sequestration or other analogous legal process is levied, enforced on or sued against the whole or any part of the Buyer's assets and is not discharged within 14 days;
 - 15.2.6 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - 15.2.7 the Buyer fails to pay any amount due under any contract between it and the Seller and remains in default not less than 14 days after being notified in writing to make such payment.
- 16 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations under the Contract if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage, unavailability of raw materials from a natural source of supply, or default of suppliers or subcontractors, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.
- 17 RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.
- 18 ASSIGNMENT AND SUB-CONTRACTING**

The Buyer may not assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract without the prior written consent of the Seller. The Seller may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract.
- 19 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce any or all Terms and Conditions of the Contract. A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be a waiver of any subsequent breach or default.
- 20 SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall, to the extent required, be deemed to be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

21 THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

22 GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts, save that the parties irrevocably agree, for the sole benefit of the Seller, that the Seller may bring a claim in any court of competent jurisdiction.