

## METRODATA LTD CONDITIONS OF SALE

### Definitions:

**Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

1. Any quotation, tender, sale or acknowledgement of order issued by Metrodata Limited (hereinafter referred to as Metrodata) shall, unless otherwise specifically agreed in writing by a Director of Metrodata, be subject to the following terms and conditions.
2. **CONDITIONS.**

These conditions of sale shall constitute the entire Agreement between Metrodata and the customer (hereinafter referred to as the Customer). Acceptance of any tender or quotation for or the order of any goods shall imply acceptance of these conditions by the Customer.
3. **VARIATION OF CONDITIONS.**

No variation of these conditions shall be effective or binding upon either party unless the same is in writing and signed by a Director of Metrodata.
4. **QUOTATIONS AND PRICES.**

Quotations only refer to goods and articles specified therein and available at the time of quotation. No quotation shall be binding on Metrodata and all quotations shall be subject to confirmation by Metrodata. All prices are those ruling at the date of quotation and notwithstanding the period of validity of the quotation are subject to alteration without notice.
5. **CATALOGUES AND DRAWINGS, ETC.**

Unless otherwise agreed by Metrodata in writing any data, printed matter, designs, drawings, specifications or catalogues supplied to the Customer before or after the date of order are subject to alteration without notice. Any such documents and any specifications which are not referred to specifically in any order placed by the Customer upon Metrodata shall not be deemed to be a representation or warranty or to form the basis of any agreement. Metrodata will not accept responsibility or liability for or in regard to inaccuracy or omission of any kind in any such document.
6. **LIMITATION OF LIABILITY:**
  - 6.1 The liability of Metrodata in respect of any defect in or failure of goods supplied shall be limited to the repair or replacement (at a location designated by Metrodata) of defects which, under proper use, appear therein and arise solely from faulty design, material, or workmanship, provided that the defect appears and notice thereof is given to Metrodata within one hundred and eighty (180) days of delivery.
  - 6.2 Save as provided in sub-clause 6.1 above all warranties, conditions, representations and liabilities (whether expressed or implied) on the part of Metrodata in relation to any goods supplied hereunder are hereby expressly excluded IN SO FAR AS IS COMMENSURATE WITH ANY STATUTORY PROVISION, and Metrodata shall not be liable for any loss (whether direct or indirect), expense, or damage of whatever kind arising as a result of or in connection with the supply of goods hereunder or their use or any thing done or omitted to be done in connection therewith.
  - 6.3 Provided always that if the Customer makes, causes or allows any alteration or repairs to any goods supplied by Metrodata without Metrodata's consent or if the defect in any goods is due wholly or partly to negligence or improper handling by the Customer or to any other cause outside the control of Metrodata, then in addition to the exclusions set out above Metrodata shall be released also from any responsibility or liability under sub-clauses 6.1 and 6.2 above.
7. **PERFORMANCE.**

Goods supplied by Metrodata will be supplied in accordance with Metrodata's published specifications. However Metrodata reserves the right to amend published specifications without notice and it is the sole responsibility of the Customer to satisfying himself that the performance of all goods is sufficient and suitable for his purpose.
8. **DELIVERY.**
  - 8.1 Unless otherwise agreed in writing, any time quoted for delivery is to be reckoned from the date of Metrodata's acknowledgement of the Customer's order or if later from the date of receipt of all information necessary to enable Metrodata to proceed forthwith.
  - 8.2 Metrodata will use all reasonable efforts to deliver the goods on any specified delivery date(s) identified on the purchase order. Metrodata reserves the right to amend the given date without prior notification and to make partial deliveries and invoice for them separately. Delivery may in any event be delayed, suspended or cancelled without liability on the part of Metrodata in the event of industrial action, inability to obtain services or materials, Government intervention, acts of God, war, civil disturbance, or any other cause beyond the direct control of Metrodata. In addition Metrodata shall in no event be liable for any indirect or consequential losses, costs or penalties incurred or suffered by the Customer as a result of Metrodata's inability or failure for any reason to meet specific delivery dates.
  - 8.3 The Customer will not be entitled to refuse delivery of goods despatched by Metrodata except in the case of manifest damage to the goods. In the instance that the Customer refuses delivery of the goods and except in the case of manifest damage to the goods Metrodata shall be entitled to arrange storage on the Customer's behalf at a location designated by Metrodata and all charges for storage, insurance, transport or demurrage (including Metrodata's charge for storage) and incidental expenses shall be payable by the Customer.
9. **GOODS IN TRANSIT.**
  - 9.1 Claim in respect of any loss or damage to goods in transit or any shortage on delivery may only be accepted by Metrodata if Metrodata receives written notice of damage or shortage within seven (7) days of the date of arrival of the goods or written notice of loss within fourteen (14) days. For such claim to be considered by Metrodata all conditions imposed by the carrier and such other steps as are to be taken by the Customer (including where applicable giving shorter notice to the carrier concerned) as are necessary to preserve a claim against the carrier must be complied with.
  - 9.2 No liability will be accepted for any damage in transit of which notice is given after the goods have been handled in any way by the Customer.
10. **TERMS OF PAYMENT.**
  - 10.1 Terms are cash in advance of, or on, delivery at Metrodata's option. If the Customer satisfies Metrodata's credit requirements then payment of the agreed price and any delivery charges shall (unless otherwise agreed in writing) be made to Metrodata within thirty (30) days from invoice (the Due Date).

In the event of the Customer failing to make any payment before the Due Date Metrodata shall, without prejudice to any other right or remedy available to it, be entitled to suspend or cancel any further deliveries to the Customer, and to cancel this Agreement and/or any other agreement then subsisting between Metrodata and the Customer.

10.2 Metrodata shall be entitled to charge interest on any account which is not paid by the Due Date at a rate equal to four per cent (4%) per annum over the then prevailing London Inter Bank Offer Rate (LIBOR) from the Due Date until such time as such account is settled.

#### **11. TRANSFER OF PROPERTY AND RISK IN GOODS**

11.1 The Goods are at the risk of the Customer from the time of delivery.

11.2 Ownership of the Goods shall not pass to the Customer until Metrodata has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to Metrodata from the Customer on any account.

11.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as Metrodata's bailee;
- (b) store the Goods (at no cost to Metrodata) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Metrodata's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on Metrodata's behalf for their full price against all risks to the reasonable satisfaction of Metrodata. On request the Customer shall produce the policy of insurance to Metrodata.

11.4 The Customer's right to possession of the Goods shall terminate immediately if:

- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the grant-ing of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Metrodata and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- (c) the Customer encumbers or in any way charges any of the Goods.

11.5 Metrodata shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Metrodata.

11.6 The Customer grants Metrodata, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

11.7 Where Metrodata is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by Metrodata to the Customer in the order in which they were invoiced to the Customer.

11.8 On termination of the Contract, howsoever caused, Metrodata's (but not the Customer's) rights contained in this condition 11 shall remain in effect.

#### **12. DEFAULT BY THE CUSTOMER**

12.1 If the Customer shall fail to pay the purchase price or any delivery charge in full in accordance with this Agreement or to fulfil any of its obligations hereunder or if it shall at any time come to the notice of Metrodata that the Customer is or is likely to be unable to meet its obligations in full as they fall due, Metrodata shall have the right forthwith to terminate any agreement then subsisting with the Customer, and upon written notice of such termination being posted by Metrodata to the Customer's last known address, this Agreement shall be deemed to have been terminated but without prejudice to any claim, right or remedy which may be available to Metrodata in law or under the provisions hereof.

12.2 Upon any termination of this Agreement pursuant to sub-clause 12.1 above Metrodata shall (without prejudice to any other rights or remedies available to it) be entitled if it so elects to repossess at the Customer's expense any goods which may have been delivered to but not paid for by the Customer.

12.3 Notwithstanding the provisions of sub-clause 12.2 above and of clause 11 hereof Metrodata may, upon any termination of this Agreement pursuant to sub-clause 12.1 above elect to treat the property and any goods which have been partly or wholly completed as having passed to the Customer notwithstanding that the same may not have been delivered and in such case Metrodata shall be entitled (without prejudice to any other rights or remedies available to it) to recover from the Customer the whole or any unpaid part of the Agreement price.

#### **13. CANCELLATION OF ORDERS**

A Customer shall not be entitled to cancel any order or part order which has been accepted by Metrodata. In the event of such cancellation the Customer shall remain liable to pay Metrodata the full Agreement price unless Metrodata shall in its absolute discretion otherwise agree in writing.

#### **14. ARBITRATION**

If any Question, dispute or difference whatsoever shall arise between the Customer and Metrodata upon, in relation to, or in connection with the Agreement either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred in accordance with the rules of the International Chamber of Commerce to the arbitration in the United Kingdom of a person to be mutually agreed upon, or failing

agreement, to some person to be appointed by the President for the time being of the Institution of Electrical Engineers.

**15. PROPER LAW**

This Agreement and these conditions shall be governed by and interpreted in accordance with English Law and shall be deemed to have been made in England. The parties hereby submit to the jurisdiction of the English Courts.

**16. GENERAL**

The Customer agrees to indemnify and keep indemnified Metrodata against all reasonable fees, costs and other expenses incurred by Metrodata in enforcing this Agreement or any of its terms or provisions.