

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

The Customer's attention is drawn in particular to the provisions of condition 15.4.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

"Accutronics"	Accutronics Limited.
"Accutronics Equipment"	any equipment, including, without limitation, tools, systems, cabling or facilities, provided by Accutronics or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate Agreement between the parties under which title passes to the Customer.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 19.1.
"Contract"	the contract between Accutronics and the Customer for the supply of Goods and/or Services, in accordance with these conditions.
"Customer"	the person, firm or company who purchases the Goods and/or Services from Accutronics.
"Customer's Equipment"	any equipment, systems, cabling or facilities provided by the Customer and used by Accutronics in the supply of the Services.
"Deliverables"	all Documents, products, equipment and materials developed by Accutronics or its agents, sub-contractors, consultants and employees in relation to the Services in any form, including computer programmes, data, reports and specifications (including drafts).
"Delivery Location"	has the meaning set out in clause 5.1.
"Document"	includes without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
"Force Majeure Event"	has the meaning set out in clause 18.
"Goods"	any goods agreed in the Contract to be supplied to the Customer by Accutronics (including any

part or parts of them).

"Input Material"

all Documents, information and materials provided by the Customer relating to the Services including (without limitation), computer programmes, data, reports and specifications.

"Intellectual Property Rights"

all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade, dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order"

the Customer's order for the supply of Goods and/or Services as set out in the Customer's purchase order form or the Customer's written acceptance of Accutronics' quotation, as the case may be.

"Pre-existing Materials"

all Documents, information and materials provided by Accutronics relating to the Services which existed prior to the commencement of the Contract including computer programmes, data, reports and specifications.

"Services"

the services, including the Deliverables, to be provided by Accutronics under the Contract.

"VAT"

value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.
- 1.6 A reference to writing or written includes faxes and e-mails.

2. Basis of Contract

- 2.1 Subject to any variation under condition 19, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document or any implied by trade custom, practice or course of dealing).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Accutronics which is not set out in the Contract. Nothing in this condition shall exclude or limit Accutronics' liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods and/or Services by the Customer shall be deemed to be an offer by the Customer to buy Goods and/or Services from Accutronics subject to these conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by Accutronics until a written acknowledgement of order is issued by Accutronics at which point and on which date the Contract shall come into existence.
- 2.6 Any quotation is given on the basis that no Contract shall come into existence until Accutronics despatches an acknowledgement of order to the Customer. Any quotation is valid for the period stated on the face thereof or, if none is stated, for a period of 30 days only from its date, provided that Accutronics has not previously withdrawn it.
- 2.7 Where Accutronics has accepted a blanket order from the Purchaser which will be 'called off' by the Purchaser in instalments, all subsequent call-off orders shall, unless the parties agree otherwise, be deemed to be issued pursuant to the terms of the Contract constituted by Accutronics' acceptance of such order including, without limitation, price, delivery and payment terms.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Description

- 3.1 The quantity and description of the Goods and/or Services shall be as set out in Accutronics' quotation or acknowledgement of Order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Accutronics and any descriptions or illustrations contained in Accutronics' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample. Where performance figures have been specifically quoted by Accutronics and such performance is specifically guaranteed in a special condition of the Contract, Accutronics shall be liable only to the extent stated in such special condition.

4. Customer's Obligations

- 4.1 The Customer shall:
- 4.1.1 ensure that the terms of the Order and any Input Material is complete and accurate;
 - 4.1.2 co-operate with Accutronics in all matters relating to the Goods and/or Services;
 - 4.1.3 provide Accutronics, its agents, sub-contractors, consultants and employees in a timely manner and at no charge, with such access to the Customer's premises, Input Material and other facilities as Accutronics may reasonably require in connection with the provision of the Services and ensure that all information supplied to Accutronics is accurate and correct;
 - 4.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises ready for the supply of the Services;
 - 4.1.5 inform Accutronics of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
 - 4.1.6 ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is to be used in relation to the Services and that it conforms to all relevant standards or requirements;
 - 4.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of Input Material and the use of the Customer's Equipment in all cases before the date on which provision of the Services is to start;
 - 4.1.8 keep, maintain and insure Accutronics' Equipment in accordance with Accutronics instructions as notified in writing from time to time and not dispose of or use Accutronics' Equipment other than in accordance with Accutronics' writing instructions or authorisation.
- 4.2 The Customer shall be liable to pay to Accutronics, on demand, all reasonable costs, charges, expenses or losses sustained or incurred by Accutronics (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Accutronics confirming such costs, charges and losses to the Customer in writing.
- 4.3 If Accutronics' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 4.3.1 Accutronics shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Accutronics' performance of any of its obligations;

4.3.2 Accutronics shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Accutronics' failure or delay to perform any of its obligations as set out in this clause 4.3; and

4.3.3 the Customer shall reimburse Accutronics on written demand for any costs or losses sustained or incurred by Accutronics arising directly or indirectly from the Customer Default.

4.4 The Customer shall not, without the prior written consent of Accutronics, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of Goods and/or Services, seek to solicit or entice away from Accutronics any person who is, or has been, engaged as an employee, consultant or sub-contractor of Accutronics in the provision of the Goods and/or Services.

5. Delivery of Goods

5.1 Unless otherwise specified in the Contract, delivery of the Goods shall take place at Accutronics' place of business ("Delivery Location").

5.2 The Customer shall take delivery of the Goods within seven days of Accutronics giving it notice that the Goods are ready for delivery.

5.3 Any dates specified by Accutronics for delivery of the Goods are intended to be estimates and time for delivery and/or performance is not of the essence and shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.4 If Accutronics fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Accutronics shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide with adequate delivery instructions for the Goods or any relevant instruction related to the supply of Goods.

5.5 If Accutronics performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, Accutronics shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.6 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery or performance, or Accutronics is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

5.6.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by Accutronics' negligence);

5.6.2 the Goods shall be deemed to have been delivered; and

5.6.3 Accutronics may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage, demurrage and insurance).

- 5.7 If 30 days after Accutronics has notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, Accutronics may resell or otherwise dispose of part or all of the Goods.
- 5.8 Accutronics may deliver the Goods and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

6. Loss or Damage in Transit

- 6.1 The quantity of any consignment of Goods as recorded by Accutronics on despatch from Accutronics' place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 6.2 Where Accutronics has agreed to effect delivery of the Goods otherwise than at the Delivery Location then any liability of Accutronics for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. Such liability is conditional upon the Customer giving to Accutronics written notification of such loss or damage within such time as will enable Accutronics to comply with the relevant carrier's conditions of carriage as affecting loss or damage in transit.

7. Risk/Title

- 7.1 Goods are at the risk of the Customer from the time of delivery.
- 7.2 Ownership of the Goods shall not pass to the Customer until Accutronics has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 7.2.1 the Goods; and
 - 7.2.2 all other sums which are or which become due to Accutronics from the Customer on any account.
- 7.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
 - 7.3.1 hold the Goods on a fiduciary basis as Accutronics' bailee;
 - 7.3.2 store the Goods (at no cost to Accutronics) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Accutronics' property;
 - 7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 7.3.4 maintain the Goods in satisfactory condition and keep them insured on Accutronics' behalf for their full price against all risks to the reasonable satisfaction of Accutronics. On request the Customer shall produce the policy of insurance to Accutronics.
- 7.4 The Customer may resell any Goods before ownership has passed to it solely on the following conditions:
 - 7.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and

- 7.4.2 any such sale shall be a sale of Accutronics' property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.5 The Customer's right to possession of the Goods shall terminate immediately if:
- 7.5.1 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 granting 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
- 7.5.2 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 Accutronics 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
- 7.5.3 the Customer encumbers or in any way charges any of the Goods; or
- 7.5.4 any event analogous to any of the foregoing occurs in relation to the Customer in any jurisdiction.
- 7.6 Accutronics shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Accutronics.
- 7.7 The Customer grants Accutronics, 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.
- 7.8 Where Accutronics 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 Accutronics to the Customer in the order in which they were invoiced to the Customer.
- 7.9 On termination of the Contract, howsoever caused, Accutronics' (but not the Customer's) rights contained in this condition 7 shall remain in effect.
- 8. Supply of Services**
- 8.1 Accutronics shall provide the Services to the Customer in accordance with the Specification in all material respects.

- 8.2 Accutronics shall use all reasonable endeavours to meet any performance dates for the Services specified in the Customer's Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 Accutronics shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of quality of the Services, and Accutronics shall notify the Customer in any such event.
- 8.4 Accutronics warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Price

- 9.1 The price for the Goods and/or Services shall be, in the case of standard Goods and/or Services, the price set out in Accutronics' price list published on the date of delivery or performance or deemed delivery or performance or, in the case of customised Goods and/or Services, the price set out in Accutronics' Quotation.
- 9.2 The price for the Goods and/or Services shall be inclusive of any VAT, any similar sales tax or any tax that replaces such sales taxes and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay when it is due to pay for the Goods and/or Services.
- 9.3 If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to Accutronics, the Customer shall increase the sum it pays to Accutronics by the amount necessary to leave Accutronics with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

10. Payment

- 10.1 Subject to condition 10.4, payment of the price for the Goods and/or Services is due in Sterling or Euros, as specified in the Contract, 30 days after the end of the month of invoice unless otherwise specified in the Contract.
- 10.2 Time for payment shall be of the essence.
- 10.3 No payment shall be deemed to have been received until Accutronics has received cleared funds.
- 10.4 All payments payable to Accutronics under the Contract shall become due immediately on its termination despite any other provision.
- 10.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 10.6 If the Customer fails to pay Accutronics any sum due pursuant to the Contract, the Customer shall be liable to pay interest to Accutronics on such sum from the due date for payment at the rate of interest then payable under the Late Payment of

Commercial Debts (Interest) Act 1988, accruing on a daily basis until payment is made, whether before or after any judgment.

11. Licences and Consents

- 11.1 The Customer is responsible for obtaining, at its own cost, such licences, governmental or other authorisations and any other consents required from time to time in relation to the Goods and/or Services and, if required by Accutronics, the Customer shall make those licences, authorisations and consents available to Accutronics prior to the relevant shipment or commencement of works.
- 11.2 Where specified in the Contract, Accutronics shall assist the Customer in every manner reasonably practicable in securing any such licences, authorisations and consents as may be required but Accutronics shall not be liable to the Customer for its failure to provide or furnish to the Customer any Goods and/or Services ordered by the Customer if any such authorisation is delayed, refused, revoked, restricted or not renewed and in no such case shall the Customer be relieved of its obligations hereunder to pay Accutronics.
- 11.3 Notwithstanding anything in these conditions to the contrary, Accutronics shall not be required to provide or furnish to the Customer any Goods and/or Services if to do so would constitute a violation of any applicable order, rule, regulation or law in England and Wales or any country to which Goods are to be shipped or in which Services are to be provided or by any recognisable province, state or local government thereof.

12. Quality

- 12.1 Accutronics warrants that (subject to the other provisions of these conditions):
 - 12.1.1 on delivery, and for a period of 12 months from the date of delivery, the Goods shall be of satisfactory quality and comply with the specification (if any) agreed in the Contract; and
 - 12.1.2 the Services will be performed with reasonable care and skill.
- 12.2 Accutronics shall not be liable for a breach of any of the warranties in condition 12.1 unless:
 - 12.2.1 the Customer gives written notice of the defect to Accutronics within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - 12.2.2 Accutronics is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services and the Customer (if asked to do so by Accutronics in relation to Goods) returns such Goods to Accutronics' place of business at the Customer's cost for the examination to take place there.
- 12.3 Accutronics shall not be liable for a breach of any of the warranties in condition 12.1 if:
 - 12.3.1 the Customer makes any further use of such Goods and/or Services after giving such notice; or
 - 12.3.2 the defect arises because the Customer failed to follow Accutronics' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

- 12.3.3 the Customer alters or repairs such Goods without the written consent of Accutronics.
- 12.4 Subject to condition 12.2 and condition 12.3, if any of the Goods and/or Services do not conform with any of the warranties in condition 12.1 Accutronics shall at its option:
 - 12.4.1 repair or replace such Goods (or the defective part) and refund the cost of carriage incurred by the Customer to return the Goods; and/or
 - 12.4.2 refund the price of such Goods (and cost of return carriage) at the pro rata Contract rate; and/or
 - 12.4.3 re-perform the Services to the extent necessary to correct such failure.
- 12.5 If Accutronics complies with condition 12.4 it shall have no further liability for a breach of any of the warranties in condition 12.1 in respect of such Goods and/or Services.
- 12.6 Any Goods replaced shall belong to Accutronics and any repaired or replacement Goods and/or Services shall be guaranteed on these terms for the unexpired portion of the 12 month period.

13. Intellectual Property

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Accutronics.
- 13.2 All Pre-Existing Materials are the exclusive property of Accutronics.

14. Confidentiality and Accutronics' Property

- 14.1 The Customer shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Accutronics, its employees, agents, consultants, or sub-contractors and any other confidential information concerning Accutronics' business or its products which the Customer may obtain.
- 14.2 The Customer may disclose such information:
 - 14.2.1 to its employees, officers, representatives, advisers, agents or sub-contractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
 - 14.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 14.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or sub-contractors to whom it discloses such information comply with this condition 13.
- 14.4 All materials, equipment and tools, drawings, specifications and data supplied by Accutronics to the Customer (including, without limitation, all Intellectual Property Rights in or arising out of or in connection with the Services, Pre-existing Materials and Accutronics' Equipment) shall, at all times, be and remain as between Accutronics and the Customer the exclusive property of Accutronics, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Accutronics, and shall not be

disposed of, divulged to any other third party or used by the Purchaser in any way other than in accordance with Accutronics' written instructions or authorisation.

15. Limitation of Liability

- 15.1 Subject to condition 5, condition 6 and condition 12, the following provisions set out the entire financial liability of Accutronics (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 15.1.1 any breach of these conditions;
 - 15.1.2 any use made or resale by the Customer of any of the Goods and/or Services, or of any product incorporating any of the Goods and/or Services; and
 - 15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.3 Nothing in these conditions excludes or limits the liability of Accutronics:
- 15.3.1 for death or personal injury caused by Accutronics' negligence; or
 - 15.3.2 for any matter which it would be illegal for Accutronics to exclude or attempt to exclude its liability; or
 - 15.3.3 for fraud or fraudulent misrepresentation.
- 15.4 Subject to condition 15.2 and condition 15.3:
- 15.4.1 Accutronics' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the lower of the Contract price or the price of the batch of Product in respect of which Accutronics is liable; and
 - 15.4.2 Accutronics shall not be liable for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract including, without limitation, costs or claims of the Customer's customers.

16. Data Protection and Credit Checks

- 16.1 The Customer acknowledges and agrees that details of the Customer's name, address and payment records may be submitted to a credit reference agency, and personal data may be processed by and on behalf of Accutronics in connection with the sale of the Goods and/or provision of the Services.
- 16.2 If the financial condition of the Customer at any time does not, in the judgment of Accutronics, justify continuance of the supply of Goods or provision of Services to be performed by Accutronics under the Contract on the terms of payment agreed upon, Accutronics shall be entitled to require full or partial payment in advance, to suspend delivery or performance until such payment is made or to cancel the Contract and to receive reimbursement for its reasonable and proper cancellation charges. The foregoing entitlement of Accutronics is without prejudice to its rights

under clause 20.3 and in addition to such other rights as Accutronics may have in law or equity or in any insolvency type proceedings.

17. Assignment

- 17.1 Accutronics may assign or sub-contract any or all of its duties or rights under the Contract or any part of it to any person, firm or company.
- 17.2 The Customer shall not be entitled to assign, delegate or sub-contract the Contract or any part of it without the prior written consent of Accutronics.

18. Force Majeure

Accutronics reserves the right to defer the date of delivery of Goods and/or the date for provision of the Services or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Accutronics including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

19. Variation

- 19.1 No variation in either the Goods to be supplied and/or Services to be provided under the terms of the Contract shall be made without the prior written consent of Accutronics. If any such change would result in increased cost to Accutronics or require additional time for performance of Accutronics' obligations under the Contract or otherwise adversely affect Accutronics, then Accutronics reserves the right to vary the price and any other terms and conditions of the Contract.
- 19.2 Accutronics may, from time to time and without notice, change the specification of Goods to be supplied or Services to be provided by Accutronics in order to comply with any applicable safety or statutory requirements or for other reasonable cause, provided that such changes do not materially affect the nature, scope of, or charges for the Goods and/or Services. If any such changes made do materially affect the nature, scope of or charges for the Goods and/or Services, the Customer shall be entitled to cancel the part of the Contract that relates to the varied Goods or Services only.

20. Termination

- 20.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 20.1.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 20.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 20.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - 20.1.4 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 20.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 20.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 20.1.7 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 20.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 20.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.1.1 to clause 20.1.8 (inclusive);
 - 20.1.10 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 20.1.11 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 20.2 Without limiting its other rights or remedies, Accutronics may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 20.3 Without limiting its other rights or remedies, Accutronics shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other Contract between the Customer and Accutronics if:
- 20.3.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or

20.3.2 the Customer becomes subject to any of the events listed in clause 20.1.1 to clause 20.1.11, or Accutronics reasonably believes that the Customer is about to become subject to any of them.

21. Consequences of Termination

21.1 On termination of the Contract for any reason:

21.1.1 the Customer shall immediately pay to Accutronics all of Accutronics' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Accutronics shall submit an invoice, which shall be payable by the Customer immediately on receipt;

21.1.2 the Customer shall return all of the Pre-Existing Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Accutronics may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;

21.1.3 the accrued rights and remedies of Accutronics as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

21.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

22. Cancellation

The Customer may cancel the Contract only by written notice to Accutronics and shall be liable for cancellation charges, which shall include, without limitation, any expenses incurred, directly or indirectly by Accutronics and commitments already made by Accutronics in connection with the performance of the Contract (including any loss of profit arising therefrom).

23. Acceptance

In the case of Deliverables which are the subject of Services to be provided by Accutronics under any Contract, such Deliverables shall be deemed to have been taken over and accepted by the Customer when the Services specified in the Contract have been completed and when the relevant Deliverables have passed tests (where tests are specified in the Contract) or been put into commercial use by the Customer, whichever may be the earlier. In any such case, the Deliverables shall be deemed to have been taken over at the expiration of one calendar month after the date of written notice by Accutronics to the Customer that work is complete, unless in the meantime tests (when tests have been specified in the Contract) shall have been made showing that the Deliverables do not comply with the terms of the Contract. The time of acceptance shall not be delayed on account of any additions, minor omissions or defects which do not materially affect the commercial use of the Deliverables.

24. Nuclear, Military and Medical Use

Unless otherwise agreed in writing by a duly authorised representative of Accutronics, the Purchaser agrees that neither the Purchaser nor a person to whom

it may provide or transfer the Goods and/or Services shall use any such Goods and/or Services for use in connection with any nuclear facility or activity, military application or medical device. The Purchaser further agrees that should the foregoing undertaking be breached the Purchaser shall indemnify and hold Accutronics harmless from and against any and all liability arising directly or indirectly out of or resulting from such use.

25. General

- 25.1 Each right or remedy of Accutronics under the Contract is without prejudice to any other right or remedy of Accutronics whether under the Contract or not.
- 25.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 25.3 Failure or delay by Accutronics in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 25.4 Any waiver by Accutronics of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 25.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 25.6 This 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 English law, and the parties submit to the exclusive jurisdiction of the English courts.

26. Communications

- 26.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or e-mail:
 - 26.1.1 (in case of communications to Accutronics) to its registered office or such changed address as shall be notified to the Customer by Accutronics; or
 - 26.1.2 (in the case of communications to the Customer) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to Accutronics by the Customer.
- 26.2 Communications shall be deemed to have been received:
 - 26.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - 26.2.2 if delivered by hand, on the day of delivery; or
 - 26.2.3 if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.