

GENERAL CONDITIONS OF SALE

1. BASIS OF THIS CONTRACT

- 1.1 In these conditions "MORE CONTROL" means MORE CONTROL (UK) Ltd of 13 Clarke Road, Mount Farm Industrial estate, Milton Keynes MK1 1LG, "the Buyer" means the person named overleaf and "the Goods" means the goods or services which MORE CONTROL agrees in writing to supply to the Buyer. In relation to the provision of services, references to Goods shall be construed as references to services, references to sale as references to supply, references to delivery as references to the time for performance, and references to the quality of Goods as references to the quality of services.
- 1.2 A contract under which MORE CONTROL shall sell Goods to the Buyer shall only come into existence once MORE CONTROL has received and accepted the Buyer's order and until acceptance MORE CONTROL shall be under no obligation to the Buyer. A quotation issued by MORE CONTROL shall only be valid for 30 days from its date.
- 1.3 The contract comprised by these terms and the details overleaf shall be the entire contract between MORE CONTROL and the Buyer ("the Contract"). Any other terms, conditions or provisions, whether proposed by the Buyer orally or in writing, shall be of no effect and the sale of Goods by MORE CONTROL to the Buyer shall not constitute acceptance of such other terms, conditions or provisions. The terms of the Contract shall override and supersede any previous negotiations, agreement or arrangement between MORE CONTROL and the Buyer in relation to the supply of the Goods.
- 1.4 Unless specifically agreed in writing and signed by a director of MORE CONTROL, information and advice given orally or contained in MORE CONTROL's publicity material, advertisements and catalogues and in correspondence between MORE CONTROL and the Buyer before the date of the Contract is given gratuitously and without responsibility on the part of MORE CONTROL and shall not form part of this Contract.
- 1.5 Unless stated in this Contract or expressly agreed in writing and signed by a director of MORE CONTROL, no term, condition, warranty or representation (whether express or implied by statute, law, custom or usage) as to the nature, quality or fitness or suitability for purpose of the Goods or their conformity with any description or sample is given by MORE CONTROL, or shall form part of any contract between MORE CONTROL and the Buyer.
- 1.6 The Buyer shall ensure that all Goods conform to the applicable MORE CONTROL specification before incorporating them into any item.
- 1.7 The Buyer agrees to pay MORE CONTROL an introduction fee equal to 20% of the first year's salary, or £4000 which ever is the higher, for any members of staff employed directly from MORE CONTROL by the Buyer.

2. PRICES

- 2.1 MORE CONTROL may alter its quoted price without notice both before and after acceptance of the Buyer's order and all Goods will be charged for at prices current at the date of despatch.
- 2.2 Prices quoted do not include any applicable VAT or other duties or taxes, packing, carriage, insurance or any other costs which may be chargeable in connection with the supply of the Goods to the Buyer which the Buyer shall pay in addition to the price.
- 2.3 The Buyer shall make full payment for the Goods as invoiced by MORE CONTROL within 30 days of the date of invoice.
- 2.4 MORE CONTROL shall have the right to invoice the Buyer for a partial delivery of the Goods.
- 2.5 If full payment is not made on the due date, then interest shall thereafter be payable on the outstanding balance at the rate of 2 percent each month above the Barclays Bank plc minimum lending rate from time to time in force compounded monthly until payment.
- 2.6 The Buyer shall not be entitled to withhold payment of any invoice by reason of any right of set off or any claim or dispute with MORE CONTROL, whether relating to the quality or performance of the Goods or otherwise.
- 2.7 Any advance payment made by the Buyer is a deposit and not a part payment.
- 2.8 MORE CONTROL shall have the right to suspend performance of its obligations under this Contract if it reasonably believes that the Buyer will not make payment in accordance with this Paragraph 2.

3. DELIVERY

- 3.1 Dates and times given for completion or delivery of Goods or of any stage or process are given as estimated only and shall not constitute a term or condition of any contract between MORE CONTROL and the Buyer. Time shall not be of the essence. While MORE CONTROL will use all reasonable endeavours to meet any time estimate, it reserves the right to amend any estimate without notification.
- 3.2 MORE CONTROL will deliver the Goods in such batches or instalments as it considers expedient. Neither failure by MORE CONTROL to deliver one

or more batch or instalment, nor over or under delivery shall entitle the Buyer to reject those or subsequent deliveries, claim compensation or terminate this Contract.

- 3.3 The method of delivery shall be as quoted by MORE CONTROL; but if this is not stated, then the Goods shall be delivered in accordance with sub-paragraph 3.4(b).
 - 3.4a) If the Buyer agrees to collect or arrange for the collection of the Goods from any of MORE CONTROL'S premises ("the Premises"), delivery shall be effected and risk but not title shall pass when the Goods are handed to the Buyer or its carrier at the Premises. MORE CONTROL will notify the Buyer when the Goods are ready for collection and the Buyer shall collect the Goods within three working days of such notice.
 - b) If MORE CONTROL agrees to deliver the Goods to a place within the United Kingdom or Republic of Ireland nominated by the Buyer, MORE CONTROL shall engage a carrier for this purpose and shall notify the Buyer of expected dates and times of despatch and delivery. MORE CONTROL does not represent that the expected date or time of delivery will be met. Delivery shall be effected and risk but not title shall pass when delivery is tendered at the nominated place during normal working hours.
 - c) The Buyer shall promptly notify MORE CONTROL if Goods to be delivered in accordance with sub-paragraph (b) do not arrive within fourteen days of receipt of MORE CONTROL'S invoice relating to them.
 - d) The Buyer shall carefully examine Goods delivered in accordance with sub-paragraph (b) on receipt and immediately notify to MORE CONTROL, and within seven working days confirm in writing, details of any short delivery or defects reasonably discoverable on careful examination.
 - e) MORE CONTROL shall replace or, at its opinion, refund the purchase price of any defective or undelivered Goods falling within sub-paragraphs (c) or (d) but shall not be under any other liability to the Buyer in this respect. If MORE CONTROL does not receive the notices referred to in sub-paragraphs (c) or (d), it shall be discharged from all liability (whether arising in negligence or otherwise) arising from such non-delivery, short delivery or defects.
 - f) The Buyer shall not return any Goods to MORE CONTROL unless MORE CONTROL has first issued it with a return authorisation number.
 - 3.5 If MORE CONTROL agrees to supply Goods outside the United Kingdom or Republic of Ireland, the Buyer shall be bound by MORE CONTROL'S export terms, which are available on request.
- ### 4. PROPERTY AND RISK
- 4.1 The Goods shall remain the property and in absolute ownership until the Buyer has paid in full all amounts owed by the Buyer to MORE CONTROL (including VAT) in respect of the Goods on any account under any transaction. Until such payment is made, the Buyer holds the Goods as MORE CONTROL'S fiduciary agent and bailee and MORE CONTROL may at any time request the return of any of the Goods which have not been paid for and which are in the possession or control of the Buyer.
 - 4.2 The buyer may not transfer ownership of the goods to any other party until paid for in full without the written permission of the managing director of More Control. Transfer of the goods to other parties prior to payment in full or the written permission of More Control will make the current holder liable for the cost of the goods if not paid in full by the buyer.
 - 4.3 The risk in the Goods will pass to the Buyer in accordance with paragraph 3 of the Contract irrespective of property in the Goods remaining with MORE CONTROL.
 - 4.4 The Buyer shall keep and store the Goods separately and so as to enable them to be identified as MORE CONTROL'S property. In particular the Buyer shall record the serial number of, and the invoice number relating to each of the Goods.
 - 4.5 The Buyer shall keep the Goods in good merchantable condition and at its own cost fully insure them on MORE CONTROL'S behalf for an amount which is not less than the price. The proceeds of this insurance shall be held on trust for MORE CONTROL.
 - 4.6 Subject to sub-paragraph 4.7 the Buyer may sell the Goods in the ordinary course of business at a price not less than the Contract price. However, although as between the parties to this Contract the Buyer shall sell as the fiduciary agent and bailee of MORE CONTROL, as between the Buyer and its customer, the Buyer alone (to the exclusion of More control) shall bear all liabilities and obligations (contractual, tortious, statutory or otherwise) of a supplier or seller under or in connection with such sale and, subject to paragraphs 5 and 6 below, shall keep MORE CONTROL indemnified accordingly.
 - 4.7 The Buyer shall immediately notify MORE CONTROL if it or its directors intend to present a petition for the making of an administration order or if it is aware of any such intention on the part of any of its creditors.

- 4.8 The Buyer's authority to possess or sell the Goods shall forthwith terminate upon the occurrence of any of the events referred to in sub-paragraph 8.1 (a) and (b).
- 4.9 MORE CONTROL may repossess the Goods in accordance with sub-paragraph 4.5 and for this purpose the Buyer grants to MORE CONTROL an irrevocable licence to enter the Buyer's premises or any other premises in the occupation or control of the Buyer where the Goods are or are believed by the Buyer to be located and remove the Goods. Even before the authority referred to in that paragraph has terminated, representatives of MORE CONTROL may at any time enter such premises to inspect the Goods.
5. GUARANTEE
- 5.1 MORE CONTROL guarantees, subject to sub-paragraphs 3.4 and 5.2, that for the period of twelve months from delivery, all goods will conform to the applicable MORE CONTROL specification. MORE CONTROL will provide a copy of the specification on request.
- 5.2 MORE CONTROL shall at its option replace, repair or refund the purchase price of any Goods (which for the purpose of this paragraph 5 shall include any replacement Goods issued to the Buyer pursuant to this paragraph) proved to its reasonable satisfaction:
- (i) to have been delivered short; or
- (ii) not to conform to the applicable MORE CONTROL specification ("defect");
- provided in each case:
- a) the short delivery or defect is not one that the Buyer should have notified, or did notify, to MORE CONTROL pursuant to sub-paragraph 3.4; and
- b) the Buyer as soon as reasonably practicable and in no event later than twelve months after delivery informs MORE CONTROL of the alleged short delivery or defect and if requested by MORE CONTROL returns the Goods, carriage paid; and
- c) no unauthorised repairs or alterations have been made to the defective Goods; and
- d) the Goods have been stored, installed, maintained and used in the proper environment, with reasonable care and the Buyer provides full information and documentation to verify compliance with these conditions.
- 5.3 Any defective Goods shall on replacement become MORE CONTROL'S property.
- 5.4 For any Goods to which the guarantee set out in paragraph 5 does not or no longer applies, MORE CONTROL will endeavour to provide servicing facilities at MORE CONTROL'S tariff and on MORE CONTROL'S terms from time to time in force.
6. LIMITATION OF LIABILITY
- 6.1 Without affecting MORE CONTROL'S liability at law for personal injury or death, MORE CONTROL'S liability to the Buyer for failure of the Goods to conform to the applicable specification (whether caused by negligence or otherwise) shall be limited to the Buyer's loss arising from:
- a) physical damage to tangible property other than the Goods; or
- b) loss of use of tangible property other than the Goods; and shall not exceed £1,000 in respect of claims made by the Buyer in any one period of twelve months beginning 1st May in any year.
- 6.2 Subject to 6.1, MORE CONTROL shall not be liable to the Buyer for any loss, expense or damage of any kind (direct, indirect, financial or consequential and whether arising from negligence or otherwise) resulting from the supply of the Goods or from the Buyer's use, possession or resale of the Goods, or from any other act or omission of MORE CONTROL.
7. PROPRIETARY RIGHTS
- 7.1 All copyright, patent, trade secret and other proprietary and intellectual property rights in the Goods, their picking and all information which MORE CONTROL may provide to the Buyer or its agents shall (as between the parties) at all times remain vested in MORE CONTROL, and the Buyer shall not acquire any intellectual property rights or (subject to paragraph 7.2) licence relating to the Goods; and may not copy or imitate the Goods.
- 7.2 MORE CONTROL grants the Buyer a licence to use in conjunction with the Goods any computer software or firmware which forms part of the Goods.
- 7.3 The Buyer shall (both during and after completion of this Contract) treat as confidential all confidential information which MORE CONTROL may make available to it and shall only use or disclose it as may be necessary to enable it to use or market the Goods.
8. TERMINATION OF THIS CONTRACT
- 8.1 MORE CONTROL shall have the right to terminate this Contract immediately without affecting its accrued rights by giving notice to the Buyer if:
- a) the Buyer defaults in the payment in its due date of any sum under or pursuant to any transaction under this Contract or commits any continuing or serious breach of this Contract and fails to remedy such breach (if remediable) within 10 days notice to do so; or
- b) any of the following events occur:-
- (i) distress of execution is levied against any of the Buyer's assets and is not paid or discharged within seven days; or a judgement against the Buyer remains unsatisfied for more than seven days; or a receiver is appointed with respect to any of the Buyer's assets; or
- (ii) a petition is presented for the winding up of or for an administration order to be made in relation to the Buyer; or a resolution passed for the Buyer's winding up (other than a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms approved in writing by More control); or
- (iii) the Buyer suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts for the purposes of section 123 Insolvency Act 1986; or ceases or threatens to cease to carry on its business or any material part as a going concern; or as a result of any change in the powers, business or circumstances of the Buyer it is unlikely to be in a position to fulfil the Contract or any transaction pursuant to it; or
- (iv) any event in a foreign jurisdiction analogous to, or comparable with (i) to (iii) above; or
- c) at any time MORE CONTROL has reasonable grounds to believe that any of the events mentioned in (a) and (b) above is likely to happen within a period of three months thereafter.
- 8.2 On termination of this Contract for any reason:
- a) MORE CONTROL shall be discharged from any further liability to perform under the Contract;
- b) the Buyer shall pay MORE CONTROL on demand for all work performed by MORE CONTROL for the Buyer prior to termination; and
- c) MORE CONTROL is granted an irrevocable licence to enter the Buyer's premises to recover any Goods or other materials which are Company's property.
9. RECRUITMENT INTRODUCTION
- 9.1 The Supplier agrees to pay MORE CONTROL an introduction fee equal to 20% of the first year's salary, or £4000 which ever is the higher, for any members of staff employed directly from MORE CONTROL by the Buyer.
- 9.2 In the event that the employee leaves the buyer's employment in the first 1 month then 80% of the fee will be refunded, in the second month 50% of the fee and after 3 months no fee will be refunded.
10. GENERAL
- 10.1 The Contract shall in all respects be governed by English Law. The parties submit to the jurisdiction of the English courts.
- 10.2 The construction of the Contract is not to be affected by any heading. Any variation to this Contract shall only be binding if it is recorded in a document signed by a director of MORE CONTROL.
- 10.3 Notices shall be given by hand to a director, or by being sent to a parties address of facsimile, telex or registered post and by airmail where appropriate. Each party shall promptly notify to the other in writing any change of address or of telex or facsimile numbers.
- 10.4 MORE CONTROL shall not be liable in any way for any failure to perform its obligations or for loss, damage or delay incurred by the Buyer resulting from circumstances beyond MORE CONTROL'S reasonable control.
- 10.5 It is the Buyer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by governmental and other authorities or corporations relating to the possession, use, import, export or resale of the Goods.
- 10.6 Failure by MORE CONTROL to exercise any of its rights shall not be a waiver of forfeiture of such rights.

I accept the More Control General Conditions of Sale (04/07) above.

Signed

Date

Print Name