

## TERMS AND CONDITIONS OF TRADING

### STANDARD TERMS AND CONDITIONS

#### GENERAL

1. We accept as binding on us only such orders as are confirmed by us in writing. Any terms or conditions accompanying your order or otherwise howsoever sought to be imposed by you shall not apply to any order unless and to the extent that they have been expressly agreed by us in writing by the signatory of the confirmatory letter.
2. We reserve the right for reasonable cause to determine the whole or any part of any order at any time and if we do so we shall be entitled to be paid only for the materials actually supplied and or work actually executed at the date you receive notice from us of such determination. You will be deemed to have received notice three days after it has been posted by us to you. You shall not be entitled to any damages or other compensation on account of such determination.
3. We reserve the right for reasonable cause at any time and from time to time before the full completion by us of our obligation under any order from you to alter the quantity (either by increase or by decrease) or the quality of the goods, materials or services to be supplied or delivered under or pursuant to the order or the time or manner in which or the place to which they are to be so supplied or delivered. Any consequential price adjustments shall be as mutually agreed between us.
4. You shall conform in all respects with our programme for delivery of goods materials or services and/or commencement, execution or completion of work. If for any reason you are unable to do so you must notify us in writing at once although such notification shall not prejudice our rights and your liabilities in respect of such default. All goods and/or services to be supplied by you to us pursuant to any order shall be accepted only on your guarantee that they conform to and meet all requirements of our agreement and the law.
5. Our quotation shall be deemed to include all Royalties and other sums (to whom-so-ever and where-so-ever payable) in respect of the manufacture supply or use of any goods or services to be provided under any order. You shall indemnify us and save us harmless against all actions claims and demands arising from any infringement of patents, copyright, designs, licences or other rights of any kind whatsoever.
6. Any failure on our part to insist on the strict performance of any of these terms and conditions shall not be deemed a waiver of any previous or subsequent breach by you of such terms and conditions.

#### PAYMENT TERMS

7. Unless otherwise agreed and accepted in writing, all payments shall be subject as herein provided and shall be made on receipt of this invoice.
8. All discounts applied to your invoice shall be deemed to run from the date of the invoice in accordance with the terms of the order where one exists. Discounts shall only be taken when payment is made in accordance with the provisions of clause 7 above.
9. Where payment is made after the due date shown on our invoice, the provisions of current late payment legislation shall be applied at the discretion of Consultation Limited.
10. Value Added Tax is deemed to be excluded from the price quoted. Where VAT is payable in addition to the price, it shall be charged at the rate applicable at the date of taxable supply. Any change in the rate of VAT shall be deemed to be a change in the price only in respect of goods or services supplied after the date of the change of the rate.