

PSDC

STANDARD CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings -

PURCHASER means the person firm or company who agrees to purchase the Goods from the Company subject to these conditions whose details are set out in the Purchase Order.

COMPANY means PSDC Limited whose principal place of business is at The Barn, Hermitage Lane, Boughton Monchelsea, Maidstone, Kent, ME17 4DA.

CONTRACT means the agreement between PSDC and the Purchaser for the sale and purchase of the Goods.

DELIVERY ADDRESS means the address for delivery of the Goods, which shall be the Purchasers principal place of business unless specified otherwise in the Purchase Order.

ESTIMATED DELIVERY DATE means the date on which the Company estimates that the Products will be delivered set out In the Purchase Order.

GOODS mean the goods (including any part or parts of them) which the Company is to supply to the Purchaser in accordance with these Conditions and which are described in the Purchase Order.

INTELLECTUAL PROPERTY RIGHTS means any or all of the following patents, trademarks, service marks, registered designs utility models design rights. copyright (including copyright in computer software), database rights, inventions, trade secrets and other confidential information, know-how, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature, whether registered or not or capable of registration or not arid including all applications and the right to apply for any of the foregoing rights.

PURCHASE ORDER is the form, signed by an authorised representative of the Company, or the e-mail, sent by the Company to the Purchaser accepting the Purchasers order (including an official order reference).

1.2. In these Conditions:

(a) references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted, or replaced.

(b) references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires, and

(c) the headings will not affect the construction of these Condition

2. BASIS OF SALE

2.1. These Conditions apply to all Contracts for the sale of Goods entered into by PSDC Ltd (which, for the avoidance of doubt, shall include, but not be limited to contracts concluded by fax or e-mail) These Conditions are the only conditions on which PSDC Ltd is prepared to deal with the purchaser - By placing an order with PSDC Ltd or accepting PSDC Ltd's quotation, the purchaser agrees to deal with PSDC Ltd on these Conditions to the exclusion of all other term's or conditions, warranties or representations contained in or referred to in the purchasers order or correspondence or elsewhere or implied by trade custom, practice or course of dealing with the exception of any special terms specified in writing overleaf.

2.2. A quotation by PSDC Ltd (written or oral does not constitute an offer. PSDC Ltd reserves the right to withdraw or revise a quotation at any time prior to PSDC Ltd's acceptance of the purchaser's order and in any event unless otherwise agreed in writing any quotation is valid only for a period of 30 days from its date of issue provided that PSDC Ltd has not previously withdrawn it by written or oral notice to the purchaser.

2.3. A purchase order from the purchaser shall constitute an offer to contract with PSDC Ltd subject to these Conditions and shall be deemed accepted by PSDC Ltd only upon the issue of PSDC Ltd's purchase order.

3. AUTHORISATION

3.1 No amendments or variation to these Conditions are binding on PSDC Ltd unless authorised and confirmed in writing by a properly authorised person on behalf of PSDC Ltd.

3.2. PSDC Ltd's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by an authorised representative of PSDC Ltd in writing. In entering into the Contract, the purchaser acknowledges that it does not rely on any such representations, which are not so confirmed. The purchaser irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentations whether or not contained in the Contract unless such misrepresentation was made fraudulently.

3.3. Any advice or recommendation given by PSDC Ltd or its employees or agents to the purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by an authorised representative of PSDC Ltd is followed or acted upon entirely at the purchaser's own risk and accordingly PSDC Ltd shall not be liable for any such advice or recommendation which is not so confirmed.

3.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information, issued by PSDC Ltd shall be subject to correction without any liability on the part of PSDC Ltd.

4. SALE AND PURCHASE

4.1. The purchaser agrees to purchase the Goods from PSDC Ltd and PSDC Ltd agrees to sell the Goods to the purchaser on these conditions

4.2. The purchaser shall not be entitled to cancel in whole or in part any order, which PSDC Ltd has accepted, or any quotation of PSDC Ltd, which the purchaser has issued a purchase order in relation to.

4.3 PSDC Ltd reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other requirements or which do not materially affect their quality or performance.

5. DELIVERY

5.1 Delivery of the Goods to the purchaser will be deemed to have occurred upon PSDC Ltd's delivering the Goods to the purchaser's carrier and whilst PSDC Ltd shall use its reasonable efforts to deliver the Goods on or around the Estimated Delivery Date, time of delivery shall not be of the essence of the Contract.

5.2. PSDC Ltd shall be entitled to deliver the Goods in installments in which case each installment shall be treated as an entirely separate contract and any default or breach by PSDC Ltd in respect of any such installment shall not entitle the purchaser to cancel any other installment or treat the Contract as a whole as repudiated.

5.3. If the Goods are damaged on delivery or less than the correct amount of the Goods is delivered, then unless the purchaser notifies PSDC Ltd and the carrier in writing (otherwise than by a note on the delivery note) within three days of delivery no claim against PSDC Ltd may be made in respect of damage to or short delivery of such Goods.

5.4. If the Goods have not been delivered despite receipt by the purchaser of the invoice from PSDC Ltd relating to them, then unless the purchaser notifies PSDC Ltd within seven days after the date of such invoice, no claim against PSDC Ltd may be made in respect of non-delivery of those Goods.

5.5. The purchaser shall be deemed to accept the Goods on delivery notwithstanding any late delivery by PSDC Ltd.

5.6. If the purchaser fails to take delivery of the Goods or fails to give PSDC Ltd adequate delivery instructions before the Estimated Delivery Date, then, without prejudice to any other right or remedy available to PSDC Ltd, PSDC Ltd may: -

5.6.1. store the Goods until actual delivery is made and charge the purchaser for the costs (including but not limited to insurance or storage); and/or

5.6.2. sell or supply the Goods to a third party in any country at the best price obtainable and (after deducting all storage and selling expenses) and account to the purchaser for any excess or charge the purchaser for any shortfall below the price under the contract and in either case shall be entitled to charge interest (both and after any judgement) on the price payable for the Goods under the Contract at 4% over the base rate from time to time of HSBC Bank Plc from the Estimated Delivery Date to the date of actual delivery.

6. PRICES AND PAYMENT

6.1. The price of the Goods shall be the prices set out in the purchase order and is based on the cost of materials, fuel, power, transport, taxes, duties, services, labour and all other costs at the date of the purchase order. If at the date of actual delivery of the Goods there has been any increase in all or any of such costs, the price payable for the Goods may be increased accordingly. Quotations given in a currency other than sterling are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the price may also be subject to revision if any different rate of exchange is ruling at the date of invoice.

6.2. PSDC Ltd reserves the right, by giving notice to the purchaser at any time before delivery, to increase the price of the Goods to reflect any change in delivery dates, quantities or specifications for the Goods which is requested by the purchaser or any delay caused by any instructions of the purchaser or failure of the purchaser to give PSDC Ltd adequate information or instructions.

6.3. Unless otherwise stated in the purchase order, all prices are given by PSDC Ltd on an ex work basis, and the purchaser shall be liable to pay PSDC Ltd 's charges for transport, packaging and insurance together with any additional expenses, license fees or duties paid or incurred by PSDC Ltd as a result of the Delivery Address not being in the UK.

6.4. The price is exclusive of value added tax, which the purchaser shall, if applicable, be additionally liable to pay to PSDC Ltd.

6.5. PSDC Ltd shall be entitled to invoice the purchaser for all amounts due under the Contract on or at any time after delivery of the Goods unless the Goods are to be collected by the purchaser or the purchaser wrongly fails to take delivery of them, in which case PSDC Ltd shall be entitled to invoice the purchaser at any time after PSDC Ltd has notified the purchaser that the Goods are ready for collection or (as the case may be) PSDC Ltd has tendered delivery of the Goods.

6.6. The purchaser shall make payment to PSDC Ltd (in the currency of the invoice) in respect of all invoices in full and without any deduction or legal or equitable set off (whether in relation to such invoice or otherwise) as set out in the purchase order or is otherwise agreed in writing by PSDC Ltd. Time of payment shall be of the essence.

6.7. All payments shall be applied to invoices and to Goods listed in such invoices in the order determined in its discretion by PSDC Ltd.

6.8. If full payment is not received by PSDC Ltd by the due date then without prejudice to its rights PSDC Ltd shall be entitled: -

6.8.1. to sue for the entire price;

6.8.2. to charge interest (both before and after any judgment) at the rate of 4% over the base rate from time to time of National Westminster Bank Plc on the outstanding balance; and/or

6.8.3. to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. WARRANTY AND LIABILITY

7.1. The purchaser shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer or original supplier to PSDC Ltd and which PSDC Ltd hereby assigns to the purchaser so far as it is able to do so.

7.2. There are no warranties, terms, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Goods except as expressly stated in the Contract. All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

7.3. PSDC Ltd shall be liable for any death or personal injury arising from use or supply of the Goods only to the extent that it results from the proven negligence of PSDC Ltd or its employees.

7.4. (Subject to clause 7.2 and 7.3) PSDC Ltd will not be liable to the purchaser in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any'

7.4.1. economic loss of any kind (including but not limited to loss of use profit, anticipated profit, business, contracts, overhead recovery, machining costs, revenue, or anticipated savings), any damage to the purchaser's reputation or goodwill.

7.4.2. any product recall or business interruption costs; or

7.4.3. any special, indirect or consequential loss or damage (even if PSDC Ltd has been advised of such loss or damage) arising out of or in connection with the Contract.

7.5. (Subject to the provisions of clauses 7.2, 7.3 and 7.4) PSDC Ltd's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise arising out of or in connection with the Contract will be limited to one hundred thousand pounds (£100,000).

7.6. The prices charged for the Goods are based strictly on the understanding of acceptance by the purchaser of the provisions in the Contract for the limitation of PSDC Ltd's liability.

7.7. The provisions of this clause 7 shall survive the termination or expiry for whatever reason) of the Contract.

8. THIRD PARTY RIGHTS

8.1. PSDC Ltd shall defend any action against the purchaser and (subject to clause 7) pay all damages awarded against the purchaser (except to the extent that the purchaser is entitled to recover such sums under any policy of insurance) based on a claim that any of the Goods constitute an infringement of any Intellectual Property Rights of the United Kingdom or misuse of any confidential information belonging to any third party ('a Claim')

PROVIDED THAT: -

8.1.1. PSDC Ltd shall be notified promptly in writing by the purchaser of any notice of a Claim;

8.1.2. PSDC Ltd shall have the sole control of the defence of any action on a Claim and all negotiations for settlement or compromise,

8.1.3. the purchaser shall allow its name to be used in proceedings if necessary and provide all reasonable assistance in defending any action; and

8.1.4. the purchaser shall take all steps reasonably possible to mitigate or reduce any damages and costs, which may be awarded against it as a result of a Claim.

8.2. The costs incurred by PSDC Ltd in defending any action against the purchaser under Clause 8.1 above shall be apportioned as agreed between the parties.

8.3. If a Claim is successful or PSDC Ltd considers that it is likely to be successful, PSDC Ltd may, at its sole discretion, terminate the Contract in so far as it applies to those Products subject to the Claim, in which latter case the Company shall refund to the purchaser the price paid for such Goods less depreciation on a straight-line basis over the life of the Goods as determined by PSDC Ltd

8.4. In no event shall PSDC Ltd have any liability under this clause with respect to any claim based on the use of the Goods in combination with any product or equipment not supplied by PSDC Ltd.

8.5. This clause states the entire obligation and liability of PSDC Ltd with respect to infringement of Intellectual Property Rights and misuse of confidential information

9. RISK AND TITLE

9.1. Risk of loss of or damage to the Goods shall pass to the purchaser on delivery of the Goods to the purchaser's carrier and the purchaser shall insure the Goods from that time until ownership of and title to them passes to the purchaser

9.2. Ownership of the Goods shall not pass to the purchaser until PSDC Ltd has received in full (in cash or cleared funds) all sums due to it in respect of:

9.2.1. the Goods, and

9.2.2 all other sums which are or which become due to PSDC Ltd from the purchaser on any account

9.3. Until ownership of the Goods has passed to the purchaser, the purchaser must:

9.3.1. Hold the Goods on a fiduciary basis as PSDC Ltd's bailee.

9.3.2. Store the Goods (at no cost to PSDC Ltd) separately from all other goods of the purchaser or any third party in such a way that they remain readily identifiable as PSDC Ltd's property

9.3.3. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.

9.3.4. Maintain the Goods in satisfactory condition insured through a reputable insurance company on PSDC Ltd's behalf for their full price against all risks to the reasonable satisfaction of PSDC Ltd. On request the purchaser shall produce the policy of insurance to; and

9.3.5. Hold the proceeds of the insurance referred to in condition 9.3.4- on trust for PSDC Ltd and not mix them with any other money, nor pay the proceeds into an overdrawn bank account

9.4. The purchaser may resell, use or otherwise dispose of the Goods before ownership has passed to it only if any such sale, use or disposition will be affected in the ordinary course of the purchaser's business at full market value and will be a sale, use or disposition of PSDC Ltd's property on the purchaser's own behalf and the purchaser will deal as principal when making such sale, use or disposition.

9.5. The purchaser's right to possession of the Goods shall terminate immediately if:

9.5.1 The Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act 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 a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administrative order in respect of the Purchaser or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser, or

9.5.2 the Purchaser 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/perform any of his/its obligations under the Contract or any other contract between PSDC Ltd and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, (or, where the Purchaser is resident in a jurisdiction other than England or Wales, the analogous legislation in that jurisdiction), or the Purchaser ceases to trade; or

9.5.3 the Purchaser encumbers or in any way changes any of the Goods, or

9.5.4 anything analogous to any of the foregoing under the laws of any jurisdiction other than England and Wales occurs in relation to the Purchaser

9.6. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods have not passed from the Seller

9.7. The Purchaser grants the Seller, 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 Purchaser's right to possession has terminated, to recover them

10. AUTHORITY LAWS AND REGULATIONS

10.1 The Purchaser hereby warrants to PSDC Ltd that the Purchaser has all necessary authorities, licenses, permissions and capacity to enter into the Contract and to purchase the Goods from PSDC Ltd.

10.2 The Purchaser shall comply with all laws and regulations relating to the ownership and use of the Goods including health and safety requirements, and export control legislation.

11. TERMINATION

11.1 PSDC Ltd shall be entitled to terminate the Contract forthwith by notice in writing to the Purchaser if:

11.1.1. The Purchaser commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same: or

11.1.2. the Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act 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 a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administrative order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or

11.1.3 the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986. (or, where the Purchaser is resident in a jurisdiction other than England or Wales, the analogous legislation in that jurisdiction), or

11.1.4. the Purchaser encumbers or in any way changes any of the Goods; or

11.1.5. Anything analogous to any of the foregoing under the laws of any jurisdiction other than England and Wales occurs in relation to the Purchaser.

11.1.6. the Purchaser ceases or threatens to cease to carry on business, or

11.1.7. There is at any time a material change in the management, ownership or control of the Purchaser; or

11.2. In the event of termination by PSDC Ltd pursuant to clause 1.1.1. above then, without prejudice to any other right or remedy available to PSDC Ltd, PSDC Ltd shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to the Purchaser and, if the Goods have already been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the company shall be entitled to charge interest (both before and after any judgment) at the rate of 4% over the base rate from time to time of HSBC Bank Plc from the time of such cancellation or suspension until PSDC Ltd receives payment. In addition PSDC Ltd reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998

12. EXPORT TERMS

12.1. In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of incoterms and these Conditions, the latter shall prevail.

12.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in writing between the Purchaser and PSDC Ltd) apply notwithstanding any other provision of these Conditions.

12.3. The Purchaser shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties on them.

12.4. The Goods shall be delivered according to the Incoterm agreed in writing between the parties and PSDC Ltd shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12.5. Where the Goods are supplied under FCA terms then proof of export must be provided upon request by the Purchaser

12.6. The Purchaser shall be responsible for arranging for testing and inspection of the Goods at PSDC Ltd's premises before delivery. PSDC Ltd shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which are made after delivery, or in respect of any damage during transit.

13. GENERAL

13.1. The remedies available to PSDC Ltd under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Purchaser.

13.2. The failure or delay of PSDC Ltd to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

13.3. The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights, which shall be construed, as if such invalid or unenforceable term or right did not exist.

13.4. Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out above or to such other address which it has previously notified to the sending party and shall be deemed to have been given when actually received or, if sent by recorded delivery mail and returned undelivered, on return of such recorded delivery mail.

13.5 The Contract is personal to the Purchaser and the Purchaser may not assign, transfer, sub-contract otherwise part with the Contract any right to obligation under it without the prior written consent of PSDC Ltd.

13.6. PSDC Ltd shall not be liable to the Purchaser if PSDC Ltd's performance of its obligations under the Contract is prevented or hindered due to any circumstances outside its control. Without limitation, PSDC Ltd reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of PSDC Ltd including, without limitation, acts of God, governmental actions, war or national emergency, 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.

13.7. The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements. Understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract. In particular but without prejudice to the generality of the foregoing the Purchaser acknowledges that it has not been induced to enter into the contract by any representation or warranty other than those contained or referred to in clause 7 of the Contract. The Purchaser irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.

13.8. The construction, validity and performance of the Contract is governed by the laws of England and the parties accept the non-exclusive jurisdiction of the English Courts.

14. RETURNS / REFUND POLICY

13.1. Every item we sell is carefully inspected before it is shipped. If you are not satisfied with the condition of the goods and inform us within seven days of your receipt of the goods, we will arrange to collect them (the whole order in its delivered state) and give a full refund.

13.2. We will exchange items if they are faulty on delivery to you and we are notified within 10 days of the customer's receipt of the product.

13.3. To return product for defects, incorrect orders, incorrect shipments, or any other reason, an authorised RMA is required. Please notify our Customer Service department to request a RMA form.

13.4. A RMA number may only be used one time and only for the items and quantities specified under the RMA.

13.5. Returns will not be authorized for merchandise shipped more than 30 days prior to notification.

13.6. PSDC Ltd will NOT accept or process any returns made without proper authorization.

13.7. Product must be returned unopened in its original packaging and both product and packaging must be in good condition without any markings on the packaging.

13.8. A 15% restocking charge may be applied to any returned product that proves to be free of defects, ordered in error or opened.

13.9. Products deemed to be beyond the warranty date, used, not ours, or for which credit is not to be issued will be held for 14 days. Customers will be contacted and may request return shipment at their own expense.

All decisions made by PSDC Ltd on returned products are final.