

CREDIT ACCOUNT APPLICATION

PLEASE TYPE OR USE CAPITAL LETTERS

| | | |
|-------------------------|---------------------|----------------------------|
| TRADING NAME & ADDRESS: | REGISTERED ADDRESS: | 1a & 1b |
|-------------------------|---------------------|----------------------------|

IS THIS BUSINESS: (Tick as appropriate):

| | | | |
|-----------------|--------------------------|-------|----------------------|
| LIMITED COMPANY | <input type="checkbox"/> | ----- | REGISTERED NUMBER: |
| PARTNERSHIP | <input type="checkbox"/> | ----- | NAMES: |
| SOLE TRADER | <input type="checkbox"/> | ----- | NAME: MR/MISS/MRS/MS |

DATE OF COMMENCING BUSINESS:

| | | |
|---------------|---------|-----------|
| TELEPHONE No: | FAX No: | 1c |
|---------------|---------|-----------|

KINDLY ATTACH YOUR LETTERHEAD

| | | |
|---------------------------------------|------------|-----------|
| CONTACT NAME for payment of Accounts: | JOB TITLE: | 1d |
|---------------------------------------|------------|-----------|

| | | |
|--|---------------------------|----------------------------|
| TRADE REFERENCES: COMPANY NAME: ADDRESS: | COMPANY NAME: ADDRESS: | 2a & 2b |
|--|---------------------------|----------------------------|

| | |
|----------------|----------------|
| PERIOD TRADED: | PERIOD TRADED: |
|----------------|----------------|

| | | |
|-------------------------------------|------------|-----------|
| CREDIT REQUIRED: £ (Sterling) | per Month. | 3a |
|-------------------------------------|------------|-----------|

***PLEASE NOTE:**

OUR SETTLEMENT TERMS ARE NETT 30 DAYS FROM DATE OF INVOICE.

GOODS REMAIN OUR PROPERTY UNTIL PAID FOR IN FULL. UPON INSOLVENCY, SYNATEL BECOMES IMMEDIATELY ENTITLED TO FULL PAYMENT OR RETURN OF OUR EQUIPMENT TO THE VALUE OF ALL SUMS DUE TO US. OUR LIABILITY IS LIMITED TO THE VALUE OF OUR GOODS.

A COPY OF OUR TERMS AND CONDITIONS OF SALE ARE ENCLOSED.

| | | |
|-----------------------------|-------------|-----------|
| AUTHORISED SIGNATORY: | NAME: | 4a |
| JOB TITLE: | DATE: | |



TERMS AND CONDITIONS OF SALE

EFFECTIVE JANUARY 1994

Synatel Instrumentation Ltd. Walsall Road, Norton Canes, Cannock, Staffs, WS11 9TB., England
Telephone: (01543) 277003. * Fax: (01543) 271217. * Email: sales@synatel.co.uk

All quotations, offers and contracts are subject to the Terms and Conditions given below to the exclusion of all others unless otherwise agreed by a Director of Synatel Instrumentation Limited in writing. Any statement made on any form issued by the Customer shall not operate to defeat the intent of these Terms and Conditions.

1. VALIDITY

Quotations are open for acceptance within 30 days unless previously withdrawn.

2. PRICES

Our quoted prices are based on those prevailing at the acknowledged date of order, and are firm throughout the period of contract, unless otherwise stated.

Packing, Carriage, Value Added Tax (and insurance and other dues, where applicable for export) are additional to the quoted price. Prices include for the supply of one set of standard installation and maintenance instructions in English for up to six items of any one type, plus one set for each additional six items.

3. ACCEPTANCE

All orders are subject to final acceptance by us in writing. In case of any conflict between these terms & conditions and the terms of the Customer's order or related correspondence, these conditions shall prevail.

4. TERMS OF PAYMENT

For United Kingdom contracts on a credit basis, payment shall be made within 30 days from the date of invoice.

For Direct Export contracts on a credit basis, payment shall be made within 30 days from the date of shipment via Bills of Exchange or Irrevocable Letters of Credit providing payment in Sterling on a first class London Clearing Bank. For contracts not on a credit basis, equipment will be despatched against cash payment. If payment is not received within 14 days after notification that the equipment is ready for despatch, we shall be entitled to cancel the order and/or charge for storage and insurance.

On orders or projects exceeding £10,000 in value, the following terms apply:-

50% of order value on order placement

50% thirty days from date of shipment

Retention requirements (if agreed) will be met by Bank guarantee

Failing any payment due in accordance with this clause, we shall be entitled to charge interest, at the rate of 3% per annum above Bank of England minimum lending rate on the daily balance outstanding from the due date until payment is made. In addition we shall be entitled to be paid all additional costs of collection of any third party acting on our behalf arising out of any overdue accounts or interest on the same.

5. RESERVATION OF TITLE, DESPATCH AND DELIVERY

The title in the equipment shall remain vested in us until such time as full payment has been made by the buyer of all sums due to the Company including any previous deliveries. Upon default, we may, for the purpose of recovery of our equipment, enter the Customers's premises and repossess it or any part of it. The buyer hereby acknowledges that it holds the goods in a fiduciary capacity as bailee and trustee for the Company.

Risk shall pass to the Customer upon delivery to site or, for equipment delivered FOB, upon delivery on board the ship or aircraft. In the case of delivery to site, the Customer is responsible for the unloading of the equipment from either our or the Carrier's vehicles. The Customer shall store our equipment separately from any other goods or equipment at the Customer's premises and shall ensure that our equipment is clearly identified as belonging to us.

The means of delivery shall be at our discretion.

Partial deliveries may be made at our discretion.

Time for delivery is given as accurately as possible in good faith but it is not the subject of any condition, warranty or representation. It is subject to extension for delay due but not limited to Acts of God, War, Fire, Flood, Strikes, Lock-outs, Works Breakdowns, Delay in Transit, Shortage of Raw Materials, Government Regulations or Requirements or to any other cause or circumstances whatsoever beyond our reasonable control and we shall not be responsible for any loss caused by any such delay in delivery, nor shall the Customer be entitled to cancel the order merely because of such delay.

We reserve the right to delay, suspend or cancel the supply of goods at our absolute discretion when the Customer's account is overdue and/or we have doubts, howsoever arising, about the continued creditworthiness of the Customer.

Where goods are despatched via an independent Carrier, goods are carried subject to the Carrier's conditions. Notice of any damage, non delivery, or loss (whether total or partial) must be given by the Customer in writing to ourselves and (where independent Carriers are used) to the Carriers within either three days of receipt of the goods or receipt of invoice whichever is the shorter. The Customer shall indemnify us against any loss due to failure to give such notice in time. Where goods are accepted, they shall be deemed to be checked and found correct unless the delivery book of the Carriers or ourselves (as the case may be) is signed "not examined".

Notice of any Proof of Delivery must be given by the customer in writing to ourselves within fourteen days of receipt of invoice. We reserve the right to charge for a valid Proof of Delivery

No claims for shortages, damage or non-delivery will be entertained where goods are sent by post at customers request.

6. STORAGE

If we do not receive forwarding instructions sufficient to enable us to despatch the equipment within 14 days after the date of notification that it is ready for despatch, the Customer shall take delivery or arrange for storage. If he does not, we shall be entitled to arrange and charge for storage and insurance, and shall invoice the full value of the equipment at the start of the storage.

7. AMENDMENTS

Orders will be priced and acknowledged on the basis of quantities with specifications agreed at order placement. Any changes affecting the equipment to be supplied shall be detailed in writing and, subject to our approval, shall be incorporated into the order. All such changes authorised by the Customer shall be subject to re-negotiation of our price and delivery schedules.

8. CANCELLATION

Cancellation of order will be accepted only where the Customer agrees to indemnify us against all losses, including loss of profit, costs and other expenses and damages occasioned by such cancellation.

9. INSPECTION

Visual inspection by Customer's Representative can be arranged on request and without charge. Special functional tests witnessed by Customer's Representative, can be arranged at extra charge if specified on the order. Seven days notice will be given of such tests, and, if the Customer fails to attend, the Customer will be deemed to be satisfied with the equipment which will be despatched and the tests will be deemed to have been waived.

10. COMMISSIONING

Commissioning is not included in the price unless specifically referred to in the quotation. The services of our Representative to commission the equipment can be provided when required, at the standard daily charge plus expenses.

11. DESCRIPTION

All descriptions, drawings and other particulars, furnished in catalogues, price lists and other documents issued by us are as accurate as possible but being given for general information, are not to be treated as binding unless specifically confirmed by us in writing. Our policy is one of continuous product improvement and whilst we always endeavour to give notice of any alterations or improvements, this is not always possible and we reserve the right to make them without such notice being given.

Any performance figures which may be given by us are based upon our experience, and are such as we expect to achieve. We shall, however, accept no liability if those figures are not obtained, unless we specifically guarantee them in writing and then only subject to recognised tolerance and rejection limits which may be applicable.

12. GUARANTEE

(a) Subject to the provisions of sub-paragraphs (b) and (c) of this Clause 12 we will make good defects which, under proper use, and arising solely from faulty design, materials or workmanship, appear in the equipment within 12 months from the date of despatch, fair wear and tear excepted, provided that the goods have not been modified or repaired other than by us and have been operated according to our instructions. This guarantee is conditional upon the Customer returning the equipment to our Works, carriage paid and securely packed. If such equipment is found by us to be faulty, then the rectified equipment will be returned to the Customer at our cost and we will refund the Customer the carriage costs of having to return the equipment to ourselves. Alternatively we undertake to rectify equipment on site at Customer's request, but we reserve the right to charge for time and expenses thereby incurred, and a payment of a reasonable amount stipulated by us on account of such costs must be made to us prior to the site visit.

(b) Whilst every attempt is made to offer a quick and efficient after sales service, it may not always be possible to supply replacement equipment immediately.

Therefore in the light of the comparatively simple operation required to replace the majority of equipment which we supply we would recommend that all customers carry a sufficient stock of spare equipment to prevent any complete stoppage or interruption of production as a result of breakdown. As a result we can accept no liability in respect of any consequential loss damage or liability however caused, whether direct or indirect, which the Customer may suffer as a result of not carrying a stock of spare equipment.

(c) In view of the possibility of a wide disparity between our potential liability and the charge we make for our goods, we limit our liability for any loss, damage or injury (or any consequential or indirect loss) arising from the performance of or the failure by us to perform any of our duties hereunder (whether or not such loss, damage or injury or consequential or indirect loss be due to our negligence or the negligence of our servants or Agents or to any other cause whatsoever) to the amount of the Contract price unless the Customer requests us specifically to Insure our risks under the Contract for a higher sum in which case the Customer will pay to us the additional premium required and in this event our liability will then be limited to the higher sum to which the Customer's request relates. Further the Customer will save harmless and indemnify and keep us indemnified in respect of any liability over and above the said sum relating to any claim made against us in respect of or arising out of goods sold under this Contract. Further and as a separate obligation the Customer hereby agrees with us that the Customer will not issue any third party proceedings against or seek indemnity from us in the event of any person taking action against the Customer for breach of the Customer's obligations whether statutory or at common law.

13. HEALTH AND SAFETY

Whilst we take all reasonably practicable steps to design and manufacture our products to comply with the requirements of the Health and Safety at Work Act 1974, all products must be properly used, and Customers are reminded that their obligations under the Act are to ensure that the installation and operation of such products at a place of work should be safe and without risk to health. This duty is that of the Customer.

14. EXCHANGE RATE

Quotations in currencies other than pounds sterling, or for imported equipment, are subject to variation in price based on the exchange rate applicable at date of payment.

15. SPECIAL ITEMS

(a) Where goods are made to the Customer's drawing, sample or specification, the Customer agrees to indemnify us against any loss, claim, damages, penalties, costs and expenses to which we may become liable as a result of any infringement of any letters, patent, registered design or any other industrial property right.

(b) No claim for free replacement or otherwise will be accepted in respect of any goods found to be defective in design.

(c) The Customer warrants that copyright in all drawings, tools, dies or other materials supplied to us for the purpose of any Contract is the property of the Customer and that the manufacture of products in accordance with any such drawings and/or using any such dies, tools or other materials will not constitute an infringement of copyright, registered design, patent or other rights owned by any third party.

16. FOREIGN TAXES

The amount of tax or other governmental charge upon the production, sale and/or shipment of the goods sold hereunder, now imposed by any Government Authority or hereafter becoming effective, shall be added to the price herein provided, and shall be paid by the Customer.

17. ERRORS

Quotations are subject to correction for omissions and typing errors.

18. LAW

The Contract shall in all respects be construed and operate as an English Contract and in conformity with English Law.