

**ZETA CONTROLS LTD**  
**TERMS & CONDITIONS OF SALE**

**Goods are sold and work is undertaken upon the following conditions:**

1. **Placing Orders**  
These conditions shall prevail over any conditions contained in the buyer's Purchase order or in correspondence elsewhere. All verbal orders or instructions should be confirmed in writing immediately which will be deemed as acceptance of Zeta Controls Ltd. conditions of sale.
2. **Delivery**  
Unless otherwise stated, carriage and packing are charged extra. While Zeta will take all reasonable steps to deliver the goods within the delivery period, Zeta accepts no responsibility for failure to do so. Notwithstanding the provisions of condition 4, the goods shall be at the buyer's risk from the time of delivery to him or to any carrier acting on his behalf and the buyer shall in these circumstances keep the goods fully insured and shall hold the proceeds of such insurance on trust for Zeta until the goods are paid for in full.
3. **Payment**  
Payment unless otherwise agreed in writing by Zeta, is strictly 30 days from the date of invoice. The buyer will not be entitled for any reason whatsoever to withhold the whole or part of the payment when it becomes due. Zeta reserves the right to suspend all deliveries where payment is not received in accordance with these conditions. If payment is not received within 30 days from date of invoice, Zeta shall be entitled to charge interest from the delivery date at the rate of 2 per cent per month. Prices quoted do not include VAT.
4. **Transfer of Property**  
The goods shall remain the property of Zeta until payment of all sums owing to Zeta on any account have been discharged in full. A cheque given by the buyer in payment shall not be treated as a discharge until it has been cleared. At any time while any sums are owing to Zeta, Zeta shall be entitled (without prejudice to its rights to sue for payment) to require the buyer to return the goods to Zeta at the buyer's expense and if the buyer shall fail to do so the officers of Zeta are hereby granted an irrevocable licence to enter upon any property of the buyer in order to repossess the goods. All goods are to be stored separately until all sums owing to Zeta have been paid. The buyer shall not interfere with any of Zeta's distinguishing marks or labels attached to the goods. The buyer shall carefully examine the goods immediately upon delivery of them and shall notify Zeta in writing of any short delivery or any defects reasonably discoverable on careful examination. Notification of any short delivery or other defect must be received by Zeta within seven days of the date of delivery and in the absence of such notification, the buyer will be deemed to have accepted the goods.
5. **Guarantee**  
Zeta guarantees to the buyer that the goods will be free from defects caused by faulty materials or poor workmanship for the period of 12 months from the date of delivery. Under this guarantee Zeta will, at its option, either repair or give a replacement of equivalent quality provided that:  
a) Zeta is notified in writing within 15 days of discovery of the defect and that the defect shall be proved to be due to faulty workmanship or material. b) The defective goods are returned to Zeta, transportation charges being prepaid by the buyer. c) Invoices relating to the faulty goods were settled within the allotted time. i.e. 30 days. This guarantee shall not apply in the case of faults caused directly or indirectly by the following:  
1) Failure to comply with installation procedures in accordance with the Manufacturers' recommendations. 2) The fitment of parts not made or approved by the Manufacturers. 3) Neglect or improper use. 4) Accident or impact. 5) Modifications carried out without the approval of the Manufacturers. 6) The fitment of a controller to an application which has not been approved by Zeta. It is the responsibility of the buyer to ensure that the performance of any control system supplied by Zeta meets the buyer's requirements and is suitable for the buyer's particular application. Zeta shall not be liable for consequential loss or damage, howsoever caused, and shall not be liable for any damage (whether or not consequential) arising from stoppage or breakdown of the system or in any other way from the performance of the machine or system in operation.
6. **Loss and Damage in Transit**  
Zeta will refund the cost of, or at its discretion replace or repair free of charge, any of the goods proved to Zeta's satisfaction to have been lost or damaged in transit up to the moment of delivery provided that within three days after the receipt of goods in the case of damage, or within ten days of receipt of invoice in the case of loss. The buyer must notify both Zeta and the carrier in writing of the occurrence of the damage or loss and its nature and extent.
7. **Force Majeure**  
Zeta shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under this contract due to any cause of whatever nature outside the reasonable control of Zeta including but not limited to civil commotion's, strikes, lock-outs, war, fire, accidents, epidemics, force majeure and causes arising from the acts or omissions of the buyer.
8. **Price Variation**  
Manufacturer's current list prices are always charged, unless otherwise specifically negotiated. Zeta reserves the right without notice to alter the price of goods due to circumstances beyond its control and to correct errors and omissions. Where agreed call-offs are not adhered to by the buyer, Zeta reserves the right to amend the price structure in accordance with the quantities delivered.
9. **Cancellation and Amendment of Orders**  
No cancellation or amendment of any order will be accepted unless received by Zeta in writing at least 30 days before delivery date notified by Zeta to the buyer. No cancellation or amendment of an order will be accepted where goods have been ordered or purchased by Zeta to meet the buyer's requirements or where a special price has been negotiated with the buyer.
10. **Returned Goods**  
No goods may be returned to Zeta without previous consent in writing of Zeta. Returned goods must be in the same condition as when sold.
11. **Patent Rights**  
The buyer agrees to respect and not to infringe upon any of the claims or the patents and patent applications covering the goods and not to copy the goods directly or indirectly without written permission of Zeta.
12. **Insolvency**  
In the event of the Buyer having a winding-up or administration order made against it or a receiver appointed or being an individual becoming bankrupt Zeta shall be entitled to treat this agreement as at an end and to suspend all further deliveries under it and payment for all goods delivered but not paid for shall become due immediately.
13. **Miscellaneous**  
a) The expression "goods" where used in these conditions means the goods which Zeta is to supply to the buyer in accordance with these conditions.  
b) The expression "the buyer" where used in these conditions means the person, firm, body or company whose order is received by Zeta.  
c) The expression "in writing" where used in these conditions includes telex, cable, facsimile transmission and any other comparable means of communication.  
d) The headings in these conditions are for convenience only and shall not affect their interpretation.  
e) No waiver by Zeta or any breach of these conditions shall be considered as a waiver of any subsequent breach of the same or any other provisions.
14. **Law of Contract**  
These conditions and any contract to which they apply shall be subject to and construed in accordance with English Law.