

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

The "Company" means Hughes Electronics.

The "Purchaser" means the person, firm or company to be supplied with the goods by the company.

"Goods" means the goods, materials and/or other items to be supplied pursuant to the contract (Order) .
The "Contract" means the contract for Sale and Purchases of the goods made between the company and the purchaser to which these conditions apply.

2. SCOPE

These conditions apply to all sales of goods (including "Call of Orders") by the company and shall prevail over any inconsistent terms or conditions, or referred to in the purchaser order, correspondence or elsewhere unless specifically agreed to in writing by the company. Any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. QUOTATION

A quotation by the company does not constitute an offer, and the company reserves the right to withdraw or amend the same at any time prior to the company's acceptance of the purchaser's order.

4. PRICES

4.1 Unless the prices quoted are stated to be fixed, the prices payable for the goods shall be those charged by the company at the time of dispatch, so that the company shall have the right at any time to reserve quoted prices, taking account of increases in costs including (without limitations) costs of raw materials or labour and any variations in exchange rates.

4.2 Quoted prices are "ex-works" and exclusive of Value Added Tax and other duties, levy or tax assessed against the goods by any government or other authority.

5. TERMS OF PAYMENT

5.1 Terms of payment are strictly net cash with order unless a credit account has been established. Where a credit account has been established subject to conditions (5.5) below, payment of invoices shall unless otherwise agreed in writing, be made in full without any deduction or set off within 30 days of the date of invoice of goods.

5.2 Any extension of credit allowance to the purchaser may be changed or withdrawn at any time.

5.3 The company shall have the right to charge on overdue accounts at the rate of 3.50% above the Barclays Bank PLC base rate, from time to time, to run from the due date for payment thereof until receipt by the company of the full amount, whether or not after judgement.

5.4 If in the opinion of the company the credit worthiness of the purchaser shall have deteriorated, prior to delivery the company may require full or partial payment of the price prior to delivery, or the provision of security for payment by the purchaser in a form acceptable to the company.

5.5 In any case where the purchaser is resident outside the United Kingdom, and unless otherwise agreed, the price of the good shall be secured by an irrevocable letter of credit satisfactory to the company, established by the purchaser in favour of the company and confirmed by a United Kingdom Bank acceptable to the company, immediately upon the receipt of the company's acknowledgement of order . The letter of credit shall be for the contact price inclusive of any tax or duty payable by the purchaser and shall be valid for the period specified by the company. The company shall be entitled to payment on presentation to such United Kingdom Bank of the document specified by the company or as herein stipulated.

5.6 If the purchaser makes default in any payment on the due date (time being the essence) or is otherwise in breach of any of terms, or if ((being an individual) he commits an act of bankruptcy, or has a receiving order made against him, or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed to the whole or any part of its business or undertaking, or if distress or executions levied or threatened upon any of the purchasers property then in any such case (without any prejudice to any other rights the company may have):

a) The purchaser shall be entitled to repossess and resell goods delivered to the buyer and paid for in full and for the purpose to enter upon the property in which they are situated.

b) The company shall be entitled either to suspend goods in transit and all further deliveries to the purchaser until the default is made good, or to refuse to deliver any further goods to the purchaser and to resell any further goods ordered by the purchaser whether they are the balance of an order, or the whole of a further order and may forthwith determine the contract without prejudice to the provisions of conditions 5.5 hereof and to existing claims.

c) The purchaser shall in any event be liable to make good to the company our loss of profit on all such goods, and all costs and expenses of repossession, storage, insurance and sale, and to pay to us interest as provided above until actual payment.

6. DELIVERY

6.1 Any time or date quoted by us for delivery is given and intended as an estimate only. Whilst every effort will be made to dispatch goods on time, no liability can be accepted by the company for failure to deliver within the specified times.

6.2 The company shall accept no liability for shortages, damage to non-delivery or non conformity of goods unless the purchaser notifies the company in writing within seven days of receipt of goods.

6.3 If for any reason the purchaser fails or refuse to accept delivery for the goods at the time such goods are due and ready for delivery and it is established that the purchaser is in breach of contract, the company may sell or dispose of the goods without prejudice to the company's right of legal redress for loss suffered in consequences of the purchaser's failure to take delivery of such goods.

7. RETURN OF GOODS

7.1 Unspecified, damaged or non conformity good may be returned by the purchaser, carriage pre-paid, to arrive at the company's premises within thirty days of the date of delivery, provided and only if the following conditions are met.

a) The Company are advised within 7 days from the date of delivery of any damages, discrepancy, or shortage.

b) Any goods returned by the purchaser within the 30 day period, must be returned under a authorisation number which the purchaser must obtain in writing from the company prior to returning the goods.

7.2 No goods will be replaced or credits issued unless accompanied by a bona-fied returns number. If the company does not receive returned goods within 30 days of issuing to the purchaser a return authorisation number, the purchaser will be deemed to have accepted the goods and the returns number will be invalid. The company will cancel the returns authorisation number and the purchaser must then ensure prompt payment for goods.

8. TITLE

8.1 The goods shall remain the sole and absolute property of the company's legal and equitable owner, until such time as the purchaser shall have paid to the company the agreed price.

8.2 Until each payment the purchaser shall be in possession of the Goods solely as bailee for the Company and in fiduciary capacity, and the purchaser shall store the goods in such a way as to enable them to be identified as the property of the company.

8.3 The Company reserves the immediate right of re-possession of any goods to which it has retained title as aforesaid, and thereafter to re-sell the same and for this purpose the purchaser hereby grants an irrevocable right and licence to the Company's employees and agents to enter upon all or any of its premises with or without vehicles during normal business hours. The right shall continue to subsist not with standing the termination of the contract for any reason and is without prejudice to any accrued right of the Company thereunder or otherwise.

8.4 The purchaser agrees immediately upon being so requested by the Company to assign to the company all rights and claims which the purchaser may have against its customers arising from sub-sales of goods until payment is made in full as aforesaid.

9. CANCELLATION

In the event of cancellation of this order the Company reserves the right without prejudice to charge up to 100% for stock held by the company pending shipment, and up to 50% for the remaining balance. The Company may also impose a back billing charge for part cancellation if the reduction in high quantity radically affects the pricing structure.

10. CALL OFF ORDERS

10.1 A call off order means a Contract for the sale of goods that are to be held in stock at the Company and called for by the Purchaser either on pre-arranged delivery dates or on delivery dates to be notified subsequently by the Purchaser in writing to the Company. In the latter case, the Purchaser agrees in any event to accept delivery of at least 50% of the order within six months and the balance within one year of the date that the order was placed.

10.2 In the event that the Purchaser has failed to take delivery of the goods within a 12 month period from the date of order the Company shall have the right to invoice the purchaser for the full value of the goods whether or not the Company agrees to accept delivery of the goods, such invoices to become payable immediately upon receipt. For the absence of doubt the date of Invoice will become the due date of payment in respect to clause 5.3 of these Terms & Conditions.

10.3 The Company shall have the right to charge storage fees on all goods which remain on the premises due to the failure of the Purchaser to take delivery of the goods within 12 months from the date of order for whatever reason. Such storage fees as are applicable at the relevant time.

11. SPECIFICATIONS BY THE PURCHASER

The purchaser shall indemnify and keep indemnified the Company against all claims, cost, damages and expenses incurred by or for which the Company may become liable, as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements of specifications of the purchaser, involving any infringement or claim of infringement of any intellectual property right vested in another person, firm or company.

12. LICENCES AND CONSENTS

12.1 The contract is conditional upon the obtaining of all licences or consents necessary for it's performance (other than for the importation of the goods by the purchaser), in which connection the purchaser shall sign all such forms and documents and render such other assistance to the Company as may be necessary.

12.2 The purchaser shall obtain at his own expense, any licence or consent required for the information of the goods by the purchaser and if necessary or so required shall produce evidence of the same to the Company on demand.

13. FORCE MAJEURE

13.1 The Company shall not be liable to the purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the goods by the Company being prevented, hindered or delayed by reason of any force majeure circumstances.

13.2 In this condition "Force Majeure Circumstances" shall mean any act of God, riot, strike, lock-out, trade dispute, or labour disturbances, accident breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport or other circumstances whatsoever outside the control of the companies, affecting the provision of Goods or of raw materials therefore by the Company's usual source of supply or the manufacture of the goods by the Company's normal route or means of delivery.

14. WAIVER

The failure on the part of either party to the contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

15. NOTICES

Any notice required to be given hereunder in writing shall be deemed to have been duly given, if by prepaid first-class post telex or telegraph addressed to the party concerned at its principal place of business or last known address.

16. HEADINGS

Headings to any of these conditions are included to facilitate references only and shall not affect the construction hereof.

17. GOVERNING LAW

The contract shall be governed by and constructed and interpreted in accordance with the laws of England and for the purposes of settlement of any disputes arising out of or in connection with the contract the parties hereby submit themselves to the jurisdiction of the English Courts.

18. GENERAL

All goods are supplied to these conditions which supersede any earlier sets of conditions appearing in our catalogues or elsewhere and which shall override any terms or conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations. The relaxation or waiver by us of any of these conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our right to enforce any of these conditions on any subsequent occasion. Any variation of these conditions must be confirmed in writing by us and will not otherwise be valid. No order shall be deemed to have been accepted by us unless it is accepted in writing. Any description given by us of the goods is given by of identification only and the use of such description shall not constitute the contract a sale by description.

19. ERRORS

No Contract shall be invalidated because of printing or clerical errors.