

GNR Corporation Ltd Terms and Conditions of Trade

1. DEFINITIONS

"GNR" means GNR Corporation Ltd, Unit 3 Newmarket Court, Kingston, Milton Keynes MK10 0AG UK. "The Purchaser" means company, firm or person to whom GNR may agree to sell Products in accordance with GNR's standard conditions of sale. "The Products" means the articles or things or any of them or any part or parts of them to be provided by GNR's standard conditions of sale.

2. GENERAL

All orders are accepted subject to the following terms and conditions and no variation of these terms and conditions shall have effect without the prior written consent of a Director of GNR. All other conditions, warranties and representation, expressed or implied and statutory or otherwise are hereby excluded. These conditions shall prevail over any conditions of the Purchaser's which shall conflict therewith.

3. ORDERS

All orders are subject to availability of the Products and to written acceptance by GNR's authorised representative. Any prior confirmation by GNR by fax or telephone shall be deemed to be provisional only.

The Purchaser agrees to send to GNR a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by GNR otherwise GNR cannot accept liability for any duplication or delivery that may occur.

4. CANCELLATION & RESCHEDULING

Subject to Clause 6(a), any request by the Purchaser of any order for rescheduling of deliveries will only be considered by GNR if made at least 12 hours before despatch of the Products, and shall be subject to the acceptance by GNR at GNR's sole discretion and subject to reasonable administration charge therefore by GNR. The Purchaser hereby agrees to indemnify GNR against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancelling or rescheduling.

5. PRICES

- (a) Catalogues, price lists and other advertising literature or material used by GNR are intended only as an indication as to the price and range of Products offered and no prices, descriptions or other particulars contained therein shall be binding on GNR.
- (b) All quoted or listed prices are exclusive of Value Added Tax or other taxes and are based on the cost to GNR of supplying the Products to the Purchaser and if before delivery of Products there occurs any increase in any way of such costs in respect of Products which have not yet been delivered the price payable shall be subject to amendment without notice at GNR's discretion.
- (c) All prices given by GNR at the time of the order on an ex-works basis and the Purchaser is liable to pay for transport, packing and insurance.

6. SPECIFICATION OF PRODUCTS

- (a) GNR will not be liable in respect of any loss or damage caused by or resulting from the variation for whatever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. GNR will use its reasonable endeavours to advise the Purchaser of any such impending variation as soon as it receives any notice thereof from the manufacturer.
- (b) Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. GNR reserve the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Products of non-specifications and in no circumstances will it consider cancellation of such orders or the return of the Products.

7. RISK AND PROPERTY

- (a) Risk in the Products shall pass to the Purchaser when the Products are delivered or collected by the Purchaser or its agent. GNR accepts no liability for the loss or damage caused by the carrier.
- (b) Full legal and beneficial title to the Products shall remain in GNR and the Purchaser shall hold the Products in a fiduciary capacity as bailee of GNR until such time as payment in full has been received by GNR for the Products and all sums due to GNR by the Purchaser under all Agreements between them. Risk in the Products shall pass to the Purchaser on despatch to the Purchaser. GNR shall be entitled to recover from the Purchaser any Products for which payment has not been received when due, and enter upon the premises of the Purchaser to where the Products are situated or are reasonably thought to be situated to repossess such Products. Where the Purchaser has purported to re-sell the Products before the property in them has passed to them, the proceeds of such purported re-sale shall be held in trust for GNR in the name of GNR in a bank account separate from all monies of the Purchaser.

8. DELIVERY

Any times quoted for despatch is to be treated as an estimate only, but despatch may be postponed because of conditions beyond GNR's reasonable control, and in no event shall GNR be liable for any damages or penalty for delay in despatch or delivery.

Risk shall pass to the Purchaser at the time the Products are despatched by GNR, GNR accepts no liability for loss or damage caused by the carrier.

If the Products have not been received, the Purchaser must notify GNR within 3 days of the date of the invoice. If the proof of delivery is required, this must be requested within 7 days of the date of the invoice.

9. PAYMENT

- (a) Punctual payment is the essence of the Contract. Provided that the Purchaser has been granted credit facilities by GNR, settlement terms as agreed at the time of contract. In the absence of credit facilities having been granted by GNR, payment shall be in advance.
- (b) GNR reserves the right to suspend deliveries where the payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative terms of payment agreed in writing.
- (c) Where payment is not made in accordance with the terms of paragraph (a) of this clause hereof the Purchaser shall pay interest on any unpaid amounts calculated at 3% above the base for the time being of the HSBC Bank Plc. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgement.
- (d) In addition the Purchaser shall reimburse GNR for all costs incurred in the collection of the debt or the recovery of the Products including GNR's Solicitors fees and disbursements on an indemnity basis.

10. WARRANTY

- (a) If within 12 calendar months of their product being delivered ("The Warranty Period") any defect in the Products is discovered which is directly due to faulty materials or workmanship, GNR will at its option remedy the defect or damage by replacement or repair or give credit to the Purchaser. The Warranty Period can be extended for a further two years by filling in the Warranty card with the necessary payment.

- (b) The Warranty will be subject to the following conditions:-

- (i) The Warranty will be immediately invalidated if any defect or damage is the result of any alteration or modification to the Products without GNR's prior written consent by an authorised representative, incorrect storage, normal wear and tear, overloading, misuse, abnormal conditions of use, incorrect installation by anyone other than GNR or an authorised representative, maintenance or repair not carried out by GNR or authorised representative, use which is not in accordance with GNR's or manufacturer's instructions' any act or omission of the Purchaser or third party or the fault in any other Products or equipment.
- (ii) The Purchaser must complete and return GNR's Returns Authorisation form in relation to any such defect or damage. If it appears to GNR from the information in the completed form that such defect or damage is covered by the warranty a Return Maintenance Authorisation (RMA) number will be issued confirming that the Products concerned may be returned, subject to verification by GNR after inspection of the Products. RMA numbers are valid for 28 days from the date of issue, and if the Products concerned are not returned during the period a new RMA number must be requested.
- (iii) Allegedly defective or damaged Products must be returned to GNR carriage paid by the Purchaser, with their original packing and, where applicable all related manuals and accessories as well as copy of the completed Returns Authorisation form and a valid RMA number clearly marked on the outside of the packaging. Any Products without a valid RMA number, delivery will be refused.
- (iv) If the Purchaser makes any claim in relation to any Products outside the terms of the Warranty or Warranty Period the Company may charge the Purchaser. The Purchaser must collect any returned Products within 5 days of notification that they are not covered by the warranty or on written instructions from the Purchaser, GNR will dispose of the Products. If GNR determines that the Product is not defective GNR will notify the Purchaser and may request return carriage to be paid by the Purchaser with GNR's standard labour charge for services rendered.
- (v) The warranty will apply to Products replaced or repaired under the warranty for the balance of the original warranty period.
- (vi) Unless GNR otherwise decides, credit will only be given if the Purchaser notifies GNR of the alleged defect or damage within 3 days of the Purchaser's receipt of the Products.
- (vii) This warranty is valid in Europe only.

11. LIABILITY AND INDEMNITY

GNR's liability for possible defects in Products by it shall be limited to compliance with the warranty referred to in the previous Clause.

GNR shall never be liable for damages or loss by way of the supplement or replacement except if and insofar as the damage or loss incurred was caused as the result of intent or gross negligence on the part of GNR or any of its employees. GNR shall never be liable for loss of income or for any consequential or indirect damage or loss.

GNR shall not be liable for the loss of or damage to software programs and/or data stored on hard or floppy disks, repair or upgrade of any Products whether or not the same are under the Warranty.

In all cases in which GNR is liable to pay damages, these damages shall never be higher than, at GNR's own discretion, either the amount of the invoice for the Products that caused the damage or loss, either directly or indirectly, or, if the damage, either directly or indirectly, or, if the damage or loss is covered by insurance, the amount actually paid by the insurance company to GNR.

12. FORCE MAJEURE

GNR shall not be liable for any cancellation, failure to deliver or partial delivery of the Products arising from circumstances beyond the reasonable control of GNR including but not limited to strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at GNR's premises or its manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

13. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

- (a) The Purchaser hereby acknowledges that any proprietary rights in any Third Party Software supplied hereunder including but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner.
- (b) The Purchaser hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by GNR (including if so required the execution and return of a Third Party Software licence). The Purchaser is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Purchaser further agrees to indemnify GNR in respect of any costs, charges or expenses incurred by GNR at the suit of the Third Party Software owner as a result of any breach by the Customer of such conditions.
- (c) NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENSED TO THE CUSTOMER UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

14. HEADINGS

The headings of these conditions are for convenience only and shall not affect its interpretation or construction.

15. TERMINATION

GNR shall be entitled by notice in writing to terminate any agreement with prejudice to any claim or right GNR may otherwise make or exercise where:

- (a) the Purchaser is in breach of any term, condition or provision of this agreement or required by law.
- (b) the Purchaser shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the Purchaser shall be presented or if a receiver is appointed of the Purchaser's undertaking property of assets or if a distress shall be levied upon any of the customer's property or if the customer shall commit any act of bankruptcy.

16. ASSIGNMENT

The Purchaser shall not assign nor transfer nor purport to assign or transfer this agreement or any rights herein without the prior written consent of GNR.

17. JURISDICTION

The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction or hear all disputes arising in connection with the agreement.