

1. DEFINITIONS

"The Company" or "we" shall mean SENTRAL LIMITED.

"The Buyer" shall mean the customer buying the goods.

"The Goods" shall mean the goods to be supplied by the Company to the Buyer under the contract between them.

2. CONTRACT

All orders are subject to these conditions of sale and the placing of an order by the Buyer shall be considered as acceptance of these conditions.

These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.

3. NEW ACCOUNTS

Prospective customers wishing to open a credit account are re-quested to furnish two trade references and one Banker's reference. Until the opening of a credit account has been confirmed by the Company, a remittance should accompany the order.

4. PAYMENT TERMS

Invoice settlement shall be due within 30 days of the Goods being delivered or as otherwise stated by the Company and shall be made in accordance with invoice values. We reserve the right to charge interest on outstanding balances.

5. WARRANTY / GUARANTEE

The warranty period is defined as the period commencing on the date of delivery to the Company's customer and expiring twelve (12) months from that date.

We undertake to repair or replace any product manufactured by us which becomes defective within the warranty period, a product being considered defective if it fails to function properly due to a fault in the design, material or workmanship and the defect arises under normal conditions of service or storage.

All warranty conditions will be invalidated if in the opinion of the Company the product has been subjected to misuse or improper installation or application.

Our liability shall be limited to the terms of this warranty, and we shall not be liable for direct or consequential damage or loss, however caused. We give no other guarantee, statutory or otherwise, expressed or implied.

6. THE CUSTOMER WARRANTS

That he will carefully examine the Goods supplied by the Company or to which any work has been done by the Company and will notify the Company in writing of any shortage, defect, or failure to comply with the contract which is or ought to be apparent upon such examination and test, within 5 working days of their being collected by or delivered to him.

7. PACKING / DELIVERY

All goods leaving the Company will be packed in such a way as to protect them against damage during normal handling whilst in transit. Appointed carriers will make delivery. The Company reserves the right to change carriers without prior notice.

The Buyer will sign the carrier's delivery receipt form to acknowledge safe delivery. The signature of a third party (e.g. a co-location host) will be deemed to constitute acceptance by the Buyer.

8. RETURNS

The Goods correctly supplied may not be returned without obtaining an RMA number from the Company. Any goods which have been supplied to the Buyer's special requirements cannot be returned to the Company under any circumstances. Where the Company's written agreement has been obtained, the goods so returned must be consigned "carriage paid" and accompanied by a packing note stating the Company's invoice number and date thereof. A re-stocking charge of 25% may be imposed.

9. TITLE TO GOODS

The title to the Goods sold by the Company will be retained by the Company and will not pass to the Buyer until all sums due by the Buyer to the Company have been paid in full.

The Company may recover the Goods at any time from the Buyer in possession if the Company judges that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit that the Company is willing to accord the Buyer and for that purpose the Company's servants and agents may enter upon any land or building upon which the Goods are situated.

The Buyer has the right to dispose of the Goods in the course of his business for the account of the Company and to pass good title to the goods to his customer, being a bona fide purchaser for value without notice of the Company's rights.

In the event of such disposal the Buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain there from an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the Buyer's price from the Buyer's customer to the extent unpaid. If the Company avails itself of this right, it will account to the Buyer for any excess less any expenses, which it has expressly incurred.

10. TERMINATION

The Company shall have the right immediately to terminate the contract at any of the following events:

- If the Buyer becomes apparently insolvent or enters into an arrangement or composition for the benefit of its creditors or suffers any diligence to be done or execution to be levied on its goods.
- If the Buyer has an Administrator appointed.
- If the Buyer, being a limited company, has a Receiver appointed of its undertaking or assets or any part thereof or if the Buyer is wound up either compulsorily or voluntarily.
- If the Buyer commits any breach of contract.

Upon any such termination the Company shall have the right to be paid the price of the Goods manufactured or sold prior to the date of termination and the Buyer shall take over and pay for at the current price such materials as have been allocated by the Company to the contract.

11. PROPER LAW

This contract shall be governed by the laws of England and Wales and any dispute, question or remedy howsoever arising shall be determined by the courts of England and Wales.