

TERMS AND CONDITIONS OF SALE

1. Interpretation

In these terms and conditions the following expressions will have the following meanings:

- 1.1 "Seller" means Crow Electro Ltd.
- 1.2 "Buyer" means the person placing an Order with Seller.
- 1.3 "Default" means any act, representation or omission by Seller, its officers, employees or agents, or which is done, made or not done (as the case may be) as a result of any act, representation or omission of any of them (whether deliberate or negligent), in connection with or in relation to this agreement as a result of which Seller is legally liable to Buyer or any third party whether in contract, tort or otherwise. A number of Defaults which together result in or contribute to substantially the same loss or damage shall be treated as one Default according to the date of the occurrence of the last such Default.
- 1.4 "Products" means the hardware or software the subject of the Order placed with the Seller.
- 1.5 "Conditions" means these terms and conditions which will govern the supply of the Products or Services.
- 1.6 "Order" means the order placed by Buyer with Seller for the supply of Products or Services.
- 1.7 "Contract" means the contract for the supply of the Products or Services concluded by the placing of an Order which is accepted by Seller.
- 1.8 "Services" means any commissioning, training, consultancy or other service provided by Seller.

2. Personal details and data protection

- 2.1 The personal details of the Buyer including name, address, telephone numbers, e-mail addresses and any banking transaction details and those of their representatives (**Personal Data**) are held by the seller for account and order administration, marketing, to facilitate better communications and for security purposes.
- 2.2 It is the responsibility of the Buyer to ensure that its Personal Data are accurate and up to date and to inform the Seller of any changes that need to be made.

3. Scope of Contract.

- 3.1 Neither Buyer nor Seller will be bound by any variation or waiver of the Conditions or of the quantity, design, specification, or arrangements for delivery, for any Products specified in any Contract unless and until agreed by both parties in writing.
- 3.2 Any terms and conditions used by Buyer in the course of its business or contained in Buyer's Order which are at variance with the Conditions will not apply to any contract unless agreed by both parties in writing.
- 3.3 Unless otherwise stated all quotes given by Seller are based on price lists in force on the requested delivery date and will expire 30 days after the date on which they are given.
- 3.4 Orders may not be transferred by the Buyer.
- 3.5 Seller sells Products and provides the Services as principal only, to the intent and with the effect that no other person or persons shall have any rights or obligations or be entitled or liable to sue or be sued under the contracts it enters into.

4. Delivery.

- 4.1 Delivery of the Products will be arranged by the Seller on or as close as possible to Buyer's requested delivery date subject to the Seller's existing priorities and schedules. If requested Buyer will be advised of Seller's estimated time or date for delivery which is an estimate only and may be cancelled or revised at Seller's option. Time for delivery by Seller will not be of the essence of the contract. The Products comprised in any Order may be delivered and invoiced in instalments at the Seller's discretion.

- 4.2 Deliveries of Products will be made to the address given on the Order. Any additional costs caused by a change of delivery address will be borne by the Buyer.
- 4.3 Seller will have no liability to Buyer in the event of non-delivery of the whole or any portion of the Products or failure to supply all or part of the services caused directly or indirectly by any cause beyond Seller's control.
- 4.4 Unless the Buyer informs the Seller of an incorrect delivery in writing within thirty (30) days of the delivery the delivery will be deemed to have been in accordance with the Order.
- 4.5 The Services will be provided in accordance with the Seller's quotation.

5. Payment and Price.

- 5.1 Unless agreed otherwise the prices quoted in Seller's quotation for Products excludes the cost of delivery (which will be invoiced to the Buyer) and any value added or other tax, duty or charge which may be imposed upon the production, storage, sale, transportation, import or export of the Products. Any such tax, duty or charge shall be for the account of Buyer. The price quoted will remain applicable until delivery of the Products provided that this is within six months of the date of the Order.
- 5.2 The price stated in the Seller's quotation for the Services excludes Value Added Tax and any other tax that may be imposed on the Services.
- 5.3 Unless agreed otherwise payment of the price of the products or Services comprised in each Order will be made in pounds sterling.
- 5.4 Subject to 5.5 payment must be received by Seller before Products are delivered or Services provided.
- 5.5 Subject to Seller's written approval of Buyer's application for credit terms in respect of any order Buyer may receive Products or Services up to the agreed credit limit.
- 5.6 Unless agreed otherwise terms are strictly net monthly account (payment to be received by Seller before the end of the month following date of delivery).
- 5.7 Seller is entitled to interest on any unpaid invoices from the due date until payment at 3% above Bank of England base rate per month or part of a month.
- 5.8 Unless agreed otherwise no discounts will be granted for early payment.
- 5.9 If the Buyer does not comply with the payment terms the seller may at its discretion suspend or cancel deliveries of Products and the supply of Services.

6. Risk, Cancellation and Termination.

- 6.1 The risk in the products will pass to Buyer upon delivery to the carrier.
- 6.2 Unless agreed otherwise Seller will not accept return of any unwanted Product from Buyer.
- 6.3 Seller will only accept cancellation of all or part of an Order if a request is received in writing from Buyer and this is agreed by Seller. For bespoke Products or Services Buyer shall remain liable for the costs already incurred by the Seller, which the Seller will use reasonable endeavours to minimise.

7. Title

- 7.1 Subject to clause 7.2, until all monies due from Buyer to Seller on any account have been received by Seller:
 - 7.1.1 No title to the Products shall pass to Buyer:
 - 7.1.2 Until title to the products has been passed to Buyer it will store the Products on its premises separately from its own goods or those of any other person in such a way that they can be easily identified as the property of Seller. Seller will be entitled to enter Buyer's premises upon reasonable notice to verify Buyer's compliance with this clause.
- 7.2 Seller retains title to all software and documentation included in the Products, all media on which such software is

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delivered to Buyer, and to all material supplied or used as part of the Services.

- 7.3 All software included in the Products is licensed to Buyer on the terms of the appropriate license.
- 7.4 If Buyer fails to make any payment to Seller when it is due Seller shall be entitled to enter, without prior notice, any premises of Buyer where Products are stored or are reasonably thought to be stored and to repossess and dispose of any Products title of which has not passed to Buyer so as to discharge any sums owed to it by Buyer under any Contract.

8. Warranties and Representations

WARNING: (1) The Products are sold for use in electrical system power monitoring, measurement, analysis and control applications. They are not intended for primary over-current protection, or applications where failure of the Product may result in loss of human life or personal injury, or have a financial impact; the Seller accepts no legal responsibility or liability in the event that Buyer operates these Products for any purpose other than these stated recommended uses.

(2) The operation of software can be impaired negatively by external causes, including but not limited to interruptions of electricity, failures of computer hardware, of operating systems or compilers, installation errors, hardware and software compatibility problems, improper usage and/or absence of adequate safety measures. The Seller accepts no responsibility for this and advises when applying its Products in electronic systems which when functioning inadequately can cause damage or death, to take safety measures by preparing a backup of all data files, or the inclusion of mechanisms which can switch off or interrupt the system.

- 8.1 The following clause specifies the extent to which Seller will be liable for Default.
- 8.2 Except as expressly provided in this clause, all conditions, representations and warranties (express or implied, statutory or otherwise) are excluded to the extent permitted by law including without limitation any implied warranties or conditions as to quality fitness for purpose or quality of Service.
- 8.3 Subject to the terms of this clause Seller warrants to the Buyer that:
- 8.3.1 the Products are free of any defects in design, materials and workmanship that materially affect their performance for a limited period of time from the date of delivery as follows: Power Measurement Ltd. Products three (3) years; all other Products one (1) year.
- 8.3.2 The Services will be performed using reasonable care and skill.
- 8.3.3 Seller warrants to the Buyer that all software will perform substantially in accordance with specification for a period of 90 days from the delivery date.
- 8.4 Seller agrees to repair or replace (at Seller's option) all Products which fail to conform to the relevant warranty set out in clause 8.3 provided that:
- 8.4.1 notification of the defect is received by Seller within the warranty period specified above.
- 8.4.2 Allegedly defective products are returned to Seller with Seller's prior authorisation at Buyer's cost within 30 days of the defect becoming apparent; and
- 8.4.3 The Products have not been altered or subject to misuse, incorrect installation, maintenance, neglect, accident, or damage by excessive electrical current used or incompatible parts.
- 8.4.4 Replacement Products shall have the benefit of the applicable warranty for the remainder of the applicable warranty period.
- 8.5 Allegedly defective Products returned to Seller will, if found by Seller on examination not to be defective, be returned to

Buyer at Buyer's expense and a charge made for examination and testing.

- 8.6 The warranty in 8.3 shall not apply to any software if:
- 8.6.1 The software is not used in accordance with these Conditions or the instructions of Seller or the manufacturer;
- 8.6.2 The software is altered, modified or converted by Buyer or a third party;
- 8.6.3 A program error in the product results from a malfunction of a third party's or Buyer's equipment or software not supplied by Seller.
- 8.7 Seller does not warrant that any Products will operate in all selected combinations, that the operation of any such Products will be uninterrupted or error free or that operation of any such Products will meet Buyer's requirements.
- 8.8 In no circumstances (except where limitation of liability is statutorily of no effect) will the Seller's liability exceed the cost of replacement Product or the price paid by the Buyer for the goods or include consequential loss, damage or expense however arising. In particular Seller will not be liable for the following loss or damage however caused and even if foreseeable by Seller:
- 8.8.1 economic loss, which term shall include loss of profits, business, revenue, goodwill or anticipated savings;
- 8.8.2 loss of or damage to Buyer's or a third party's data;
- 8.8.3 special indirect or consequential loss;
- 8.8.4 loss arising from any claim made against Buyer by a third party; or
- 8.8.5 loss or damage arising from Buyer's failure to fulfil its responsibilities or any matter under the control of Buyer or a third party; or
- 8.8.6 loss or damage arising from Seller acting in accordance with the instructions of Buyer, its officers, employees, agents or third parties engaged by Buyer; or
- 8.8.7 loss or damage arising directly or indirectly from any delay in delivery.
- 8.9 Except in respect of payments due under this agreement no action may be brought by either party against the other more than one year after the cause of the action has occurred.
- 8.10 Each of the limitations and exclusions set out above is to be construed as a separate limitation or exclusion, applying and surviving even if for any reason one or other of the limitations is held inapplicable or unreasonable in any circumstances and shall remain in force despite termination of this agreement.

9. General.

- 9.1 Seller will not be prejudiced by any indulgence or forbearance extended to Buyer and no waiver of any breach will operate as a waiver of any subsequent breach.
- 9.2 Buyer will not assign its rights under the Conditions without the prior written consent of Seller.
- 9.3 Any notice given under the Conditions will be duly served on Buyer if it is left at or sent by first class post to its address last known to Seller or on Seller if it is left at or sent by first class post to its address as known to Buyer. It will be assumed that any notice sent by post will be delivered on the 7th working day after posting.
- 9.4 This Contract will be construed in accordance with the laws of England and Seller and Buyer submit to the non-exclusive jurisdiction of the English courts.