



Conditions of sale

1. Definitions

in these conditions:

- (a) the 'Seller' means Optical Filters Limited.
- (b) the 'Buyer' means the person, firm or company who places an order with the Seller for the purchase and/or supply of any Goods or service.
- (c) the 'Goods' means the products or services supplied by the Seller which are the subject of an order placed by the Buyer with the Seller.
- (d) 'the Property' means free issue materials and any other equipment supplied by the Buyer to the Seller.

2. Contractual Terms:

- (a) These conditions shall apply to all contracts for the sale of Goods entered into by the Seller to the exclusion of the terms and conditions of the Buyer.
- (b) No variation, cancellation or waiver of these conditions shall be of any effect unless made in writing signed by a duly authorised officer of the Seller and the Buyer.
- (c) Typographical or clerical errors or omissions shall be subject to correction.
- (d) The Buyer must notify the Seller within seven days of the date of the Seller's acceptance or acknowledgement if such acceptance or acknowledgement does not accurately confirm the Buyer's order failing which the Buyer shall be bound by the terms of the acknowledgement.

3. Creation of Contractual Relations

The Seller's offers, estimates, quotations, tenders and price lists are invitations to treat only. All orders must be in writing and must be accompanied by sufficient information to enable the Seller to proceed without delay with the execution of the order. All orders require the Seller's acceptance in writing in order to create a contract. Any such acceptance will nevertheless be subject to the Buyer's credit being approved and to cancellation without liability at the instance of the Seller should the Seller subsequently determine that, in its opinion the Buyer's credit worthiness is inadequate.

4. Prices

- (a) All prices include only such Goods and accessories as are specified in the quotation and are for the quantities therein expressed. If the Buyer shall request any variation in quantity the price may be varied accordingly.
- (b) Unless otherwise specified prices quoted do not include Value Added Tax which will be added at the rate prevailing at the appropriate tax point.
- (c) Unless otherwise specified prices quoted do not include carriage which will be charged at extra cost.

5. Payment

Payment shall be made strictly to the terms specified and in the currency stated on the invoice. In default of payment on the due date specified in the invoice the Company without prejudice to its rights hereunder may charge the Buyer interest on overdue accounts at the rate of 3% over the Lloyds Bank plc basic rate for the time being. The Seller shall at its discretion (without prejudice to its right to treat the Contract as repudiated and claim damages) be entitled to withhold despatch of the goods or any of them until all monies owing to the Seller by the Buyer have been paid in full.

6. Property and Risk

- (a) Until payment in full for all the Goods delivered (including any charges or interest due under Clauses 4 or 5 of these conditions) has been received by the Seller or until such time as the Buyer sells the Goods by way of a bona fide sale at full market value:
 - (i) Ownership of the Goods shall remain with the Seller;
 - (ii) The Seller reserves the right to dispose of the Goods, and the Seller shall be permitted to enter upon the Buyer's premises at all reasonable times to recover the Goods for this purpose.
 - (iii) The Buyer shall store the Goods so that they may be readily identified as the property of the Seller and during such time the Buyer shall ensure the Goods are kept and maintained in the conditions in which they were delivered.
- (b) The risk in the Goods shall, subject to Clause 8(b), pass to the Buyer on delivery to the Buyer or the Buyer's carrier.

7. Delivery

- (a) The period quoted for delivery commences from the date of order acknowledgement but is an estimate only, and the time of delivery shall not be of the essence of the contract. Whilst the Seller shall use reasonable commercial endeavours to deliver the Goods by the date (if any) specified on the order acknowledgement it shall not be liable in any way for delay in delivery from any cause whatsoever and howsoever arising nor shall such delay entitle the Buyer to reject the Goods or treat the contract as repudiated or render the Seller liable for damage in any way

8. Non-acceptance by Buyer

- (a) If by reason of the Buyer's default the Goods or any of them have not been taken up or delivered by any date specified for such taking up or delivery, them;
- (b) The Buyer shall nevertheless pay the Seller in accordance with Clause 5 of these conditions as if such taking up or delivery had occurred.

9. Loss or damage in transit and Non-delivery of Goods

No responsibility will be accepted by the Seller for any shortage, non-delivery or damage occurring in transit unless the Buyer makes a claim in writing providing full particulars on both the carriers and the Seller within one week of receipt of Goods or, in the case of non-delivery, within two weeks after the expected arrival of the Goods

10. Loss or damage to Buyer's Property

Where the Buyer supplies the Seller with its Property to laminate the Buyer:

- (i) does so at its own risk
- (ii) acknowledges, subject to sub-section 10 (iii) below that if the laminate process does not work on the Property supplied the Buyer will not be charges for the work carried out; and
- (iii) agrees that the Seller will not be responsible for any direct, indirect or consequential loss or damage howsoever caused to the Buyer's Property on which the laminate process failed to work.

11. Cancellation and Variation

No cancellation or variation of any order by the Buyer shall be effective unless served in writing at the Registered Office of the Seller and until accepted in writing by an authorised officer of the Seller. The Seller reserves the right to refuse to accept such cancellation or variation or to accept cancellation or variation only subject to such conditions as the Seller may determine. Acceptance by the Seller shall be subject to payment by the Buyer of such cancellation or variation charges as the Seller shall deem reasonable. Such charges shall take into account expenses incurred and commitments made by the Seller and all other losses due to such cancellation or variation.

12. Return of the Goods

When the Goods have been received by the Buyer and the Buyer wishes to return some or all of the Goods, the Seller can in its absolute discretion either:

- (i) Refuse to accept to accept the return of such Goods and seek payment in accordance with Clause 5 hereof; or
- (ii) Accept return of such Goods, subject to such conditions as the Seller may determine and subject to the Seller receiving immediate payment for those Goods not being returned.

13. Force Majeure

Should any event occur whether at the Seller's premises or elsewhere which is beyond the control of the Seller such as by way of example industrial action or dispute (including strike or lock out) shortage of materials, act of God, war, fire, flood, drought, breakdown of machinery, as a result of which the performance of this contract is prevented or delayed:

- (a) Without prejudice to its right in the event of breach of contract by the Buyer the Seller reserves the right to cancel delivery or other performances of the Seller's obligations under any contract in whole or in part and in the event of the Seller exercising such right the Seller's liability shall be limited to the repayment to the Buyer (without interest) or in any part of the purchase or contract price or charge already received by the Seller and attributed to any unfulfilled and cancelled part of the contract less any expenses incurred by the Seller down to the date of cancellation in part performance of the contract.
- (b) If such prevention or delay continues for 60 days the Buyer may elect either to cancel the contract or to allow the order to remain on the books of the Seller and to be completed at some late date at an adjusted price to be determined by the Seller.

14. Replacement of Defective Products

In the event of any defect being discovered in any of the Goods within 21 days from the date of despatch from the Seller's works and such defect proved to the satisfaction of the Seller to be due as defective material or workmanship then the Seller shall replace Goods free of charge.

15. Labelling, Packaging and Safety

The Seller will ensure that all products are labelled and packed in accordance with the applicable laws of England the rules, regulations and directives that apply in that territory, including, but not limited to, those of the European Union and the United Nations.

16. Indemnity

The Buyer shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses arising out of the Seller's performance of the Contract in accordance with the Buyer's specifications for which the Seller may become liable by reason of the infringement of any letter patent, registered design, trade mark, copyright (including design copyright) or any other industrial property right.

17. Copyright and Confidentiality

The Buyer hereby acknowledges that the copyright in all documents (including drawings) supplied by the Seller as the Buyer shall vest in the Seller. In no circumstances whatsoever shall such documents or their contents be used for any purpose other than that for which they were supplied.

18. Waiver

No waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach.

19. Severability

Any provisions of these conditions which in any way now or subsequently contravene the law shall be deemed severable and shall not affect any other provisions herein.

20. Governing Law

Any contract of which these conditions form part shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

21. Notices

Any notices required to be served hereunder shall be served if sent prepaid Registered or Recorded delivery post to the last known address of the party to be served and shall be deemed to be duly served the day following the date of posting

22. Clause headings

The clause headings shall not affect the interpretation of these conditions.