

Terms and Conditions for the Sale of Goods and Services

1. Definitions

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| Buyer | the person who buys or agrees to buy the goods from the Seller. |
| Conditions | the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller. |
| Goods | the articles which the Buyer agrees to buy from the Seller. |
| Price | the price for the Goods, excluding VAT and any carriage, packaging and insurance costs. |
| Seller | means registered office; Synectic Design Ltd. of 48 Brindley Close Farnworth Bolton. BL4 0AG Trading Address; 20/21b Morris Green Business Park, Bolton BL3 3PE |

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be [(*amount*)] (*or*) [the price quoted on the Seller's confirmation of order]. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within [30] days of the date of the Seller's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off counter-claim against invoices submitted by the seller.
The seller reserves the right to refer any invoice outstanding beyond 30 days to Daniel Silverman Ltd. If this route to recover the debt is chosen by the seller a surcharge of 15% plus VAT

will be added to any monies due (in addition to those stated charges at para.4.2). The surcharge together with all other charges incurred in the pursuance of the debt will be the responsibility of the customer and will be legally enforceable.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. [Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].

7. Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods [48 hours] after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within [48 hours] of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

Carriage will be chargeable on all sales . This will be at cost plus a nominal sum for packaging generally by Royal mail "Special delivery" although the choice of carrier *is at the* discretion of the seller.

An indication as to UK Carriage charges as at Nov.2008

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| bands up to 500gms | = £6.50 |
| 500 gms -1Kg | = £8.00 |
| 1Kg -2Kg | = £9.50 |
| 2kG -10Kg | = £12.50 |

Variance either up or down will not affect the contract. Overseas varies country to country generally in the range £25-£40 for parcels up to 5Kg

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the applicable law of the contract.

The registered office of Synectic Design Limited Trading Address for all correspondence;
is

48 Brindley Close
Farnworth
Bolton
BL4 0AG
Company Registration number; GB 249 4620
Vat Registration Number 519 4022 63

Synectic Design Ltd
20/21B MORRIS GREEN BUSINESS PARK
FERNHEAD STREET
BOLTON
BL3 3PE

Synectic Design Ltd. Bankers
HSBC Ltd.
100 King Street
Manchester
M60 2HD

Buyers details; PLEASE COMPLETE and fax back to 01204 654144

I (Name in Full).....accept these terms and conditions,
on behalf of (company name).....

Company registration number if Limited.....

Names and addresses of partners if not limited please supply separately.

Company Address.....

..... Post code.....

Telephonefax.....

EMAIL ADDRESS.....

VAT Registration no.....

Bank details; Name..... Sort Code.....

Address..... Account number.....

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Signed..... Dated.....

position of signatory.....