

Definitions.

The following words and phrases shall have the following meanings:

The Buyer means the person, firm or company who purchases the Goods from the Company;

The Company means fluidx Ltd

Contract means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms;

Goods means any goods or services agreed in the Contract to be supplied by the Company to the Buyer;

Place of Delivery means the place where the Goods are delivered.

Acceptance

Placement of a Purchase order referencing a quotation and / or acceptance of delivery of goods where the quotation and / or delivery note includes these terms and conditions will be deemed to be acceptance of these terms and conditions and replace all other agreements whether verbally or in writing

The Contract

Each Purchase Order placed on the Company by the Buyer will be deemed to be an offer by the buyer to purchase goods under these terms and conditions.

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the purchase order or other document of the Buyer will form part of the Contract. These terms supersede all previous terms of both buyer and The Company

The buyer must provide a valid Purchase Order that contains, (i) Invoicing and delivery address(es), (ii) Quantities, catalog numbers & description of the and (iii) a unique Purchase Order Number.

Delivery

Unless otherwise agreed in writing the good shall be shipped to the buyer's premises **CPT** (CARRIAGE PAID TO) in accordance with INCOTERMS 2000 and the risk of loss or damage to the goods and any increase in cost transfers from the seller to the buyer when the goods have been delivered to the custody of the first carrier.

The Company shall arrange for shipment to the Buyer's premises and make a reasonable charge for packing & shipping .

Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract, unless the delay exceeds 120 days.

Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on shipment

Ownership in the Goods shall not pass to the Buyer until the Company has received in full cleared funds for all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer. Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee, ensure that the Goods remain clearly identifiable as the Company's property, not destroy or deface the Goods or their packaging and maintain the Goods in an "as new" condition and covered by the Buyer's insurance with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company.

Price

The price for the Goods shall, unless otherwise agreed, be the price set out in the Company's price list or specific valid quotation on the date of placement of the Purchase Order. The price for the Goods shall be exclusive of all costs of carriage, insurance and applicable VAT which the Buyer shall pay in addition.

Payment

Payment shall be due 30 days from the date of invoice for the Goods, Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

Any discount from published list prices will be identified on the invoice and is offered contingent on payment being received within the due period. If payment is not received within the due period The Company may submit a further invoice for the amount of discount provided such that the goods are effectively sold at list price.

Warranties

The Company warrants that the Goods are of satisfactory quality and conform to applicable EU legislation .The Company also warrants that the goods will be free from defect arising from faulty design, material or workmanship for 12 months from the date of delivery.

If the Buyer wishes to make a warranty claim, the Buyer shall give written notice within 30 days of the discovery of the defect and give the Company every opportunity to repair the Goods.

The Company shall not be liable for if the Buyer makes any further use of the Goods after giving notice or alters or repairs the Goods without the agreement of the Company.

The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question

Out of box failure

In the event that the Goods provided are found to be faulty at the point of installation (an "out of box failure") then the company will ascertain the cause and if it is, in a reasonable view, a minor fault (such as, for example, a failed fuse), then on-site repair shall be carried out and the installation proceed without further delay.

If, on the other hand, the cause is deemed to be of a more serious nature then an action plan shall be agreed with the Buyer that may include (i) further on-site repair, (ii) back to base repair or (iii) replacement of the Goods

Only in the event that The Company is unable to affect repair or replacement in a reasonable and timely fashion shall an out-of box-failure be deemed sufficient cause to cancel the Purchase Order

Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the value of the goods and the Company shall under no circumstances be liable to the Buyer for any consequential, direct, indirect or economic loss or damages.

Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

General

No amendment to or waiver of any right under this Agreement shall be valid unless in writing and duly signed by both parties.

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms that will otherwise remain in full force and effect and the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

This Agreement is governed by and construed in accordance with the laws of England without giving effect to the principles of conflicts of laws. All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement, which the Parties are unable to resolve between themselves, shall be settled by the competent court in England.

This Agreement constitutes the entire agreement between the Parties regarding the disclosure of confidential information and supersedes any prior agreement or understandings.

This Agreement shall have effect from the date of placing of the first Purchase Order by the Buyer.