



Altec UK Ltd
The Mohawk Building, Gorse Street, Blackburn. BB1 3EU
T. 0800 756 9669
F. 0800 756 9719
E. sales@altec.uk.com

ALTEC UK LTD (Registered no. 6761332)

TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

1 General

1.1 Unless otherwise expressly agreed in writing by Altec UK Ltd, in relation to the goods (or every instalment or part of them) ("Goods") or services ("Services") the subject of a contract between Altec UK Ltd and the buyer ("Contract"), every sale of Goods by Altec UK Ltd to the buyer and/or refurbishment of Goods (whether manufactured or supplied by Altec UK Ltd or not), servicing of Goods, giving advice as to which type of Goods are required for a particular function, installation of Goods, site surveys, commissioning and training of the buyer's employees, agents and subcontractors or any other service rendered to the buyer by Altec UK Ltd will be subject to the conditions stated herein ("Conditions") to the exclusion of any other terms including any terms or conditions which the buyer purports to apply under any purchase order, confirmation of order, specification, letter or other document.

1.2 No officer, employee or agent of Altec UK Ltd has authority to contract on any conditions other than these Conditions nor to amend vary or waive these Conditions or to make any binding representation or warranty in respect of the Goods and/or Services otherwise than in writing with the express authority of Altec UK Ltd.

1.3 Altec UK Ltd's quotations do not constitute an offer. Orders placed with Altec UK Ltd will not be binding on Altec UK Ltd or deemed accepted by it unless and until Altec UK Ltd accepts the order in writing or there is implied acceptance on the part of Altec UK Ltd by its fulfilment of the order.

1.4 Unless earlier withdrawn or unless the quotations otherwise state, quotations are open for acceptance for the period of 30 days from the date of the quotation.

2. Description of Goods and/or Services

Except as otherwise stated in these Conditions, all drawings, designs, descriptive matters, samples, specifications, catalogues, brochures, photographs, technical literature and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods or Services described in them and no information contained in any of them or in any other document whatever will form part of the contractual description of the Goods and/or Services nor will they form part of the Contract and Altec UK Ltd will not be liable for any inaccuracies or omissions in them. Altec UK Ltd reserves the right to make without notice such reasonable modifications in specifications, descriptions, designs, materials or finishes as it deems necessary or desirable. The buyer will not be entitled to object to or reject the Goods and/or Services or any of them by reason of such reasonable modifications.

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3. Use of the Goods

3.1 Subject as provided in these Conditions, if under any applicable law or other government regulation of the UK or any other country to which Goods are delivered, a competent authority declares that the Goods are unsafe or a risk to health in any respect, the buyer will notify Altec UK Ltd immediately and Altec UK Ltd will, at the buyer's expense, make such modification to the Goods or supply such additional or replacement parts for the Goods as such authority considers necessary to ensure that the Goods comply with any necessary requirements.

3.2 The buyer will ensure that the Goods will be safe and without risk to health when properly used and in particular (without prejudice to the foregoing) the buyer will ensure that the Goods are used in accordance with any instructions which Altec UK Ltd may supply. Altec UK Ltd will not in any circumstances whatsoever be liable for any claims, demands, damages, penalties, costs or expenses of any nature whatsoever, which the buyer may incur on account of the buyer's non-compliance with such instructions and the buyer will indemnify Altec UK Ltd against all such claims, demands, damages, penalties, costs or expenses of any nature whatsoever which may have been suffered by any third parties as a result of buyer's non-compliance with such instructions.

4. Price

4.1 Subject to Condition 4.3, the price for each consignment of Goods will be the price quoted to the buyer by Altec UK Ltd, or in the absence of any such quotation, Altec UK Ltd's list price published or notified on the date on which the consignment is dispatched to the buyer and the price for Services will be Altec UK Ltd's price stated on the date on which the Services are carried out.

4.2 Unless otherwise agreed in writing by Altec UK Ltd, all prices quoted are exclusive of any taxes and charges such as Value Added Tax, insurance, carriage and delivery charges.

4.3 Altec UK Ltd will be entitled to:

4.3.1 charge a premium for Goods which Altec UK Ltd, acting reasonably, deems are delivered within a short space of time; and/or

4.3.2 adjust the price to reflect increases or decreases in Altec UK Ltd's costs including in the cost of raw materials used in the production of the Goods, variations in wages, exchange rate fluctuations and other costs incurred since the date of Altec UK Ltd's quotation or the buyer's order.

5. Payment

5.1 Unless otherwise agreed by Altec UK Ltd in writing, the price for the Goods and/or Services and any other charges payable will be due in the case of Goods when the buyer orders them and in the case of Services when such Services are supplied.

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5.2 Where Goods and/or Services are supplied to the buyer on credit, the buyer shall pay for the Goods and/or Services no later than the 20th day of the month following the month of invoice.

5.3 The buyer will not be entitled to any deductions, discounts or rebates for prompt or early payment.

5.4 Time for payment is of the essence of the Contract.

5.5 Interest will be charged by Altec UK Ltd at 4% over The Royal Bank of Scotland plc's base lending rate for the time being in force on all sums overdue for payment whether before or after any judgment.

5.6 The buyer will pay the price of the Goods and/or Services (including any increased price payable under these Conditions) and all charges due hereunder without any deduction whether by way of discount, abatement, set-off, counterclaim or otherwise.

5.7 If the buyer fails to make any payment when it is due, Altec UK Ltd may without prejudice to any other remedy it may have:

5.7.1 suspend work on, and withhold delivery of Goods and/or performance of Services under any Contract at that time until payment in full is made; and

5.7.2 if payment remains outstanding for more than 7 days, cancel any such Contract by written notice to the buyer, in which case it may either deliver any Goods purchased or manufactured pursuant to the Contract in the state in which they then are, whether finished or not, and the buyer will pay for them at a fair proportion of the purchase price (as indicated by Altec UK Ltd), having regard to the work done on them and the materials they contain, or sell them for its own account and pass good title to them to a new buyer.

6. Delivery of Goods and/or performance of Services

6.1 Unless otherwise agreed by Altec UK Ltd in writing, delivery of the Goods will take place at Altec UK Ltd's premises.

6.2 Where, by agreement, delivery of the Goods and/or performance of the Services is to take place at the buyer's premises and is to be effected by a carrier or by Altec UK Ltd, the buyer will be responsible for the delivery charges and Altec UK Ltd will not be liable in respect of any damage in transit howsoever caused (including negligence) unless notice in writing is given to the carrier and to Altec UK Ltd within 7 working days (or in the case of non-delivery, within 7 working days of the date when the Goods would in the ordinary course of events have been received), whichever is the earlier.

6.3 For any damage in transit for which Altec UK Ltd is held liable or for non-deliveries, Altec UK Ltd's liability will only be to replace the Goods within a reasonable time subject to the Goods being returned to Altec UK Ltd immediately.

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6.4 Unless otherwise expressly agreed, times or dates quoted by Altec UK Ltd for dispatch of Goods and/or completion of Services are given in good faith but are intended as an approximate estimate only and time of delivery is not of the essence of the Contract. Every endeavour will be made to adhere to such times or dates but Altec UK Ltd does not give any other undertaking in that regard and Altec UK Ltd will not be liable to the buyer for any loss or damage (whether direct, indirect or consequential) sustained by the buyer as a result of Altec UK Ltd's failure to comply with such delivery dates.

6.5 If for any reason the buyer fails to accept delivery of the Goods, the buyer will remain liable to pay the price for the Goods together with interest thereon at the times and at the rate specified in Condition 5.5 and (without prejudice to any other right conferred upon it in that event by these Conditions or by law) Altec UK Ltd will be entitled at its option to: (i) store the Goods and the buyer will be liable to Altec UK Ltd for the reasonable cost of such storage and will be responsible for all loss or damage to the Goods howsoever arising (including loss or damage caused by the negligence of Altec UK Ltd); or (ii) cancel the Contract.

6.6 Where the buyer requests extra or special packing, Altec UK Ltd will be entitled to charge the full cost of the same to the buyer. Any such packing will be at the buyer's own risk and no warranty is given as to the suitability or fitness or otherwise of such packing for its purpose.

6.7 The buyer will at its own cost, unless otherwise agreed in writing, supply all machinery, equipment and labour, lay on all services and make all other preparations as are necessary for the off-loading, commissioning and/or testing, installation and proper working delivery of the Goods and/or supply of the Services at the buyer's premises.

6.8 Goods supplied in accordance with the Contract cannot be returned without Altec UK Ltd's prior written authorisation. Duly authorised returns will be sent to such address as Altec UK Ltd directs at the buyer's expense and the buyer will be liable for any other costs incurred in relation to such return.

7. Title and Risk

7.1 Property in the Goods will not pass to the buyer until the price of the Goods and every other sum due from the buyer to Altec UK Ltd under any Contract has been received by Altec UK Ltd in cash or cleared funds.

7.2 The provisions of Condition 7.1 will apply notwithstanding that the Goods have been affixed to or incorporated in real or other property.

7.3 Until the property in delivered Goods passes to the buyer in accordance with Condition 7.1, the buyer:

7.3.1 will keep the Goods in a fiduciary capacity as bailee and will store them in such a way that they are identifiable as the property of Altec UK Ltd and are separate from all other Goods in the possession of the buyer;

7.3.2 will not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

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7.3.3 will maintain the Goods in satisfactory condition and keep them insured on Altec UK Ltd's behalf for their full price against all risks to the reasonable satisfaction of Altec UK Ltd. On request, the buyer will promptly provide a copy of the policy of insurance to Altec UK Ltd.

7.4 Notwithstanding Condition 7.1, the buyer will be entitled to use or sell the Goods in the normal course of the buyer's business but only on the following conditions:

7.4.1 if the Goods at the time of sale by the buyer remain identifiable and unincorporated and unmixed with other goods, then the buyer will sell the Goods on behalf of Altec UK Ltd as owner and the proceeds of sale will be held in trust for Altec UK Ltd in a separate identified account;

7.4.2 if the Goods are, prior to sale by the buyer, made up or incorporated in or mixed with other goods, then, if they remain separately identifiable, Altec UK Ltd will retain title thereto; and

7.4.3 if the Goods are, prior to sale by the buyer, made up or incorporated in or mixed with other goods, then if they do not remain separately identifiable, Altec UK Ltd will become the owner of the goods in or with which the Goods are incorporated or mixed and will be entitled to sell such goods incorporating the Goods and will retain from the proceeds of sale a sum equal to the amount outstanding to it in respect of the price of the Goods and will pay the balance of the sale proceeds to the buyer.

7.5 At any time before the property in the Goods passes to the buyer in accordance with these Conditions, Altec UK Ltd may, by notice in writing to the buyer, determine the buyer's right to use or sell the Goods without prejudice to any of its other rights and the buyer will thereupon at its own cost return the Goods to Altec UK Ltd and will cease to be in possession of the Goods with the consent of Altec UK Ltd. At any time after the giving of such a notice, Altec UK Ltd may enter upon any premises where the Goods are or are reasonably believed to be and may remove the Goods.

7.6 Notwithstanding the foregoing:

7.6.1 the Goods are at the risk of the buyer from the time of delivery of the Goods to the buyer or any carrier acting on the buyer's behalf; and

7.6.2 the buyer will not be entitled to return the Goods or any of them unless Altec UK Ltd has given a notice pursuant to Condition 7.5 relating whether exclusively or not to the Goods.

7.7 Nothing in this Condition 7 in any way limits or modifies the buyer's obligation to pay for the Goods in accordance with these Conditions.

8. Damages or Defects

8.1 Subject to Condition 21.3, Altec UK Ltd warrants that subject to the normal limits of industrial quality, the Goods will at the time of dispatch and, unless otherwise agreed by Altec UK Ltd in writing, for 12 months after that date, be reasonably fit for the purpose for

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which the buyer has given written details (if any) to Altec UK Ltd prior to the Contract and be of satisfactory quality and, subject to Condition 2, correspond with the description to which they are sold. If any Goods do not conform to the warranty under this Condition 8.1, Altec UK Ltd's only obligation will be, at its option, to repair or replace the Goods but the buyer (and not Altec UK Ltd) will be responsible for the cost and expense of re-delivering the same and the cost of removing defective goods (including all travelling and other expenses) and supplying any materials or substances previously supplied by or on behalf of the buyer and the Goods will remain at the risk of the buyer at all times. In the case of parts sent to the buyer with which the buyer repairs the Goods, once the buyer has tampered with the Goods, the warranty under this Condition 8.1 is invalidated.

8.2 In the case of Services, Altec UK Ltd warrants that the Services will be carried out with reasonable skill and care.

8.3 The foregoing warranties under Conditions 8.1 and 8.2 are conditional upon:

8.3.1 the buyer giving written notice to Altec UK Ltd of the alleged defect in the Goods and/or Services, such notice to be received by Altec UK Ltd within 7 days of the time when the buyer discovers or ought to have discovered the defect and in any event within 12 months of delivery of the Goods and/or provision of the Services;

8.3.2 the buyer affording Altec UK Ltd a reasonable opportunity to inspect the Goods, or if so requested by Altec UK Ltd, returning the allegedly defective Goods to Altec UK Ltd's works, carriage paid, for inspection to take place there;

8.3.3 the buyer making no further use of the Goods after the time at which the buyer discovers or ought to have discovered the defect;

8.3.4 the defective Goods having been installed, used, stored and maintained in accordance with any instructions issued by Altec UK Ltd or in accordance with general trade practice and there being no negligence or misuse on the part of the buyer, its servants or agents nor the Goods having been altered or repaired by any person other than Altec UK Ltd or those authorised by Altec UK Ltd;

8.3.5 Altec UK Ltd being satisfied that the defect in the Goods and/or Services was due to its defective workmanship or use of defective materials and, without prejudice to the foregoing, Altec UK Ltd will be under no liability for defects due to wear and tear, neglect or use of the Goods for any purposes other than those for which they are designed; and

8.3.6 the defective Goods not having been sold, let, hired or otherwise disposed of by the buyer to a second or subsequent user or purchaser.

8.4 Subject to Conditions 8.5 and 8.6, the total liability of Altec UK Ltd for any loss of the buyer in respect of any one event or series of connected events will be the value of the Goods and/or Services under the Contract.

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8.5 Save as otherwise provided in this Condition 8 and to the extent permitted by law:

8.5.1 all other conditions and warranties, express or implied, are hereby expressly excluded;

8.5.2 Altec UK Ltd will be under no liability for any loss or damage howsoever caused (including negligence) which arises in respect of the buyer's liabilities to any third party; and

8.5.3 Altec UK Ltd will be under no liability for any indirect or consequential loss or damage howsoever caused (including negligence) and, without prejudice to the foregoing, Altec UK Ltd will not be liable for any costs, claims, damages or expenses arising out of any tortious acts or omissions or any breach of the Contract or statutory duty/penalty calculated by reference to profits or loss of profits (anticipated or otherwise), loss of business or goodwill, income production or loss of income production, accruals or third party claims.

8.6 Nothing contained in these Conditions will be construed as an attempt to exclude or limit the liability of Altec UK Ltd in negligence: (i) for the death of or injury to any person; (ii) under section 2(3) of the Consumer Protection Act 1987; (iii) for fraud or fraudulent misrepresentation; or (iv) for any matter which it would be illegal for Altec UK Ltd to exclude or attempt to exclude its liability.

8.7 Where the Contract is with a buyer acting as a consumer, such buyer's statutory rights will not be adversely affected by the provisions of these Conditions.

8.8 Where Goods are not manufactured or processed by Altec UK Ltd, Altec UK Ltd gives no warranty with respect to the same, including without limitation, in relation to patent, registered design, copyright and other industrial property rights in or in connection with the Goods and/or Services.

8.9 Altec UK Ltd accepts no responsibility for any drawing, design or specification not prepared by Altec UK Ltd and Altec UK Ltd gives no warranty, guarantee, representation or opinion on the practicability of construction or of the efficacy, safety or otherwise of materials to be supplied or work to be executed by Altec UK Ltd in accordance therewith and the buyer will be responsible for the cost of any additional work caused by defects in any such drawings, designs or specifications.

9. Altec UK Ltd's Lien

9.1 In addition to any other right or lien to which Altec UK Ltd may by law or under the other terms of these Conditions be entitled, Altec UK Ltd will be entitled to a general lien on all the goods and property of the buyer in Altec UK Ltd's possession, whether paid for or not, and will have a right of sale of such goods and property at Altec UK Ltd's sole discretion for any unpaid money due under the terms of any Contract between Altec UK Ltd or any Associated Company of Altec UK Ltd and the buyer or any Associated Company of the buyer.

9.2 For the purposes of this Condition 9, a company is to be treated as another's "Associated Company" if one of the two has Control of the other (whether directly or indirectly) or both are under the Control of the same person or persons (whether directly or indirectly) and for

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the purposes of this definition the expression "Control" will have the meaning attributed to it by Section 416 of the Income and Corporation Taxes Act 1988.

9.3 Altec UK Ltd will have the right to put any Goods or property over which it has a lien into a saleable state by any means whatsoever and (without prior notice to the buyer) to sell such Goods whether by private treaty or otherwise on such terms as Altec UK Ltd may agree at Altec UK Ltd's sole discretion. Out of the proceeds of sale, Altec UK Ltd will be entitled to retain a sum equivalent to all unpaid monies due as set out at Condition 9.1 together with the cost of putting the Goods into a saleable state and the expenses of such sale and any balance will be paid to the buyer.

10. Termination or Cancellation

10.1 In the event of:

10.1.1 any distress, execution or other legal process being levied upon any of the buyer's assets;

10.1.2 the buyer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up except for the purposes of amalgamation or reconstruction as a solvent company or a receiver, manager, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

10.1.3 an encumbrancer taking possession of any of the property or assets of the buyer;

10.1.4 the buyer ceasing or threatening to cease to carry on business;

10.1.5 non-payment by the buyer of any monies due from it to Altec UK Ltd;

10.1.6 any breach of these Conditions by the buyer; or

10.1.7 Altec UK Ltd reasonably believing that any of the events mentioned above is about to occur in relation to the buyer, Altec UK Ltd will be entitled to suspend all or any work on or future deliveries and instalments of the Goods and/or the provision of Services under any Contract and on written notice to cancel the undelivered portion of any Contract between the buyer and Altec UK Ltd and sell the Goods elsewhere and/or deem that the whole of the price under any Contract is payable immediately.

10.2 In the event of any such cancellation by Altec UK Ltd in accordance with Condition 10.1 or any cancellation and/or repudiation of any Contract by the buyer, Altec UK Ltd will be entitled to recover as damages from the buyer all loss and damage of whatever kind which Altec UK Ltd sustains in connection with such cancellation.

10.3 The exercise of the rights conferred by this Condition 10 will be without prejudice to any other right enjoyed by Altec UK Ltd pursuant to these Conditions or by law including in

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particular the right to recover the Goods or the proceeds thereof from the buyer pursuant to these Conditions.

11. Delivery by Instalments

11.1 Where more than one item of Goods is included in any order Altec UK Ltd will be entitled to make delivery by instalments. In such case, the Contract shall be construed as a separate Contract in respect of each instalment. In such cases, the dispatch date on Altec UK Ltd's acceptance of order will be deemed to be the estimated delivery date of the first instalment and the remaining instalments will be delivered within a reasonable time of the first instalment.

11.2 Failure to accept delivery of and/or pay for any instalment will entitle Altec UK Ltd at its option to treat the Contract as repudiated or alternatively to store the Goods at the buyer's risk and the buyer will be liable to Altec UK Ltd for the reasonable cost of doing so.

12. Force Majeure

12.1 If events beyond Altec UK Ltd's reasonable control, including strikes, lock-outs, shutdowns and other industrial disputes (in each case whether or not relating to Altec UK Ltd's workforce), shortages of labour or supplies, interruption or lack of transportation, Internet disruption, embargo, import or export prohibitions, governmental actions, orders, legislation, regulations, rationing, riots, civil disturbances or disobedience, epidemic (including, for the avoidance of doubt, pandemic influenza attack), quarantine, acts of terrorism or war, fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy, prevent or hinder Altec UK Ltd from delivering the Goods and/or performing the Services in accordance with the Contract, the date or dates for delivery and/or performance will be extended by the period of delay caused by such events and the price will be increased to cover any increased costs caused by such delay.

12.2 If the period of delay extends beyond a reasonable period, Altec UK Ltd will in its absolute discretion be entitled to withhold, suspend or cancel in whole or in part the Contract and/or the delivery of any of the Goods and/or the performance of any of the Services and the buyer will be liable to pay for the Goods already delivered and not paid for and/or for the Services provided and not paid for, such amount as may be determined by Altec UK Ltd to be a rateable proportion of the total Contract price and the cost of manufacturing or adapting to the buyer's design or specification any Goods already manufactured or adapted for which there is no other market readily available to Altec UK Ltd at the Contract price.

12.3 If Altec UK Ltd delivers to the buyer less than the contractual quantity of Goods or delivers any Goods late, the buyer will accept and pay for the Goods so delivered.

13. Intellectual Property

13.1 The buyer will not use the Goods or any specifications, designs or drawings or any other information supplied by Altec UK Ltd for the purpose of designing or manufacturing identical

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Goods without Altec UK Ltd's prior written consent. All patent, registered design, copyright and other industrial property rights in or in connection with the Goods which Altec UK Ltd may have remain the property of Altec UK Ltd.

13.2 The buyer indemnifies Altec UK Ltd against all charges damages, penalties, costs and/or expenses to which Altec UK Ltd may become liable as a result of Services provided or Goods supplied in accordance with the buyer's instructions which involves the infringement of any letters patent, trade marks, copyright or registered design or other rights of any third party.

14. Delay Occasioned by the buyer

The buyer will promptly furnish all designs, equipment, personnel information and instructions necessary for Altec UK Ltd to be able to undertake the work in performance of the Contract and the buyer will compensate Altec UK Ltd for all loss and expense incurred by Altec UK Ltd by reason of any error, defect or omission therein or by reason of any other act or in them on the part of the buyer.

15. Indemnity

The buyer indemnifies Altec UK Ltd against all costs, claims, demands, proceedings, charges and expenses for which Altec UK Ltd may become liable in respect of the Goods and/or Services except to the extent that liability is specifically assumed by Altec UK Ltd under these Conditions.

16. Waiver

Any failure by Altec UK Ltd to exercise any rights under these Conditions will not constitute a waiver or prevent the subsequent exercise of such rights.

17. Severability

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions will not be affected by them.

18. Notice

18.1 Any notice required to be given or served under these Conditions will be addressed in the case of a notice to be given to or served on the buyer at the address of the buyer shown on the Contract or invoice (or, if none, its registered office for the time being in the case of a company or in any other case its last known address) and in the case of Altec UK Ltd, at its registered office for the time being.

18.2 Any notice required to be given or sent under these Conditions may be given or served either:

18.2.1 by letter, by leaving the same or sending the same by first class post in a pre-paid envelope and a notice so given or served will be deemed to have been given or served on

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the day it was so left or on the day following that on which it was posted in the case of Altec UK Ltd or in the case of the buyer if the address of the buyer is within the United Kingdom and within 7 days of the date of posting otherwise; or

18.2.2 by fax, and a notice so given or served will be deemed to have been given or served within 24 hours of transmission.

19. Testing and Installation

19.1 Where the buyer requires Altec UK Ltd to carry out tests on the Goods, Altec UK Ltd may charge the buyer at a reasonable rate for work done and materials used in testing together with the cost of travelling to premises other than Altec UK Ltd's own premises and any other associated expenses.

19.2 Where Altec UK Ltd carries out work at the buyer's request at any place other than its own premises, without prejudice to any other remedy Altec UK Ltd may have, the buyer will indemnify Altec UK Ltd against any losses it may suffer (including any damages, costs and expenses it may have to pay) as a result of damage to Altec UK Ltd's property or claims against Altec UK Ltd by its employees or by any third party where the losses arise from the nature, condition or state of repair of the place or any materials or equipment in that place or from any negligence of the buyer, its servants or agents or any third party.

20. Buyer's Materials

20.1 In relation to any orders for which the buyer supplies Altec UK Ltd with its own blanks, patterns or other materials ("Materials"), these Conditions will apply as if a reference to the price of the Services were substituted for the reference to the price of the Goods.

20.2 Where any Materials prove to be unsuitable for the treatment that Altec UK Ltd is required to give them, the buyer will pay Altec UK Ltd for all work done and indemnify Altec UK Ltd against any loss or damage it may have suffered through their unsuitability.

21. Refurbishment

21.1 If the buyer wishes Altec UK Ltd to refurbish Goods, the buyer will (at the buyer's cost) return the Goods to Altec UK Ltd.

21.2 Following receipt of the Goods pursuant to Condition 21.1, Altec UK Ltd will provide a quotation for the refurbishment of the Goods. If Altec UK Ltd provides an estimate without having seen the Goods then Altec UK Ltd will not be bound by this estimate and will provide a quotation once it has seen the Goods.

21.3 In the case of parts added to Goods during refurbishment, Altec UK Ltd warrants that, subject to the normal limits of industrial quality, the parts will at the time of delivery and unless otherwise agreed by Altec UK Ltd in writing, for 12 months after that date, be of satisfactory quality.

21.4 The buyer agrees to indemnify and keep Altec UK Ltd indemnified from and against all costs, expenses, liabilities, injuries, losses, damages, claims, demands or legal costs (on a full

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indemnity basis) and judgments which Altec UK Ltd incurs or suffers as a consequence of a fault in Goods supplied by the buyer to Altec UK Ltd for refurbishment.

22. Third Party Rights

These Conditions are only enforceable by Altec UK Ltd and the buyer and any attempt by any other person to enforce or rely upon these Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded and will be unenforceable.

23. Sub-contracting

23.1 Altec UK Ltd may assign the Contract or sub-contract the whole or any part thereof to any person, firm or company.

23.2 The buyer may not assign the Contract or any part of it without the prior written consent of Altec UK Ltd.

24 Severability

In the event that any, or any part of, the terms, conditions or provisions contained in these Conditions is determined invalid, unlawful or unenforceable to any extent then such terms, conditions or provisions will be severed from the remaining terms, conditions and provisions which will continue to be valid and enforceable to the fullest extent permitted by law.

25 Governing Law

These Conditions and their construction will be governed by the laws of England and any dispute arising out of or in relation to these Conditions shall be subject to the exclusive jurisdiction of the English courts.