

Conditions of Sale

All orders are accepted by Arbarr subject to Conditions of Sale set out below.

General

All orders for Products ordered by (the "Customer") are accepted by Arbarr Limited on these conditions of sale, and, unless otherwise specifically agreed in writing on Arbarr Headed documentation by a Director of Arbarr. These conditions of sale override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or during any negotiations or any course of dealing established between Arbarr and the Customer, and constitute the entire understanding between Arbarr and the Customer for the sale of Products or services. An order from a Customer shall constitute an offer to purchase relevant products or services, which Arbarr may accept or decline.

All descriptions and illustrations contained in promotional literature, or any price list otherwise communicated to the Customer are intended merely to present a general idea of the Products and services provided, and nothing contained in any of them shall form any part of the contract between Arbarr and the Customer.

All orders for Products or services placed and fulfilled shall be governed by the Conditions of Sale stated on The Arbarr Quotation specific to that product or service.

Prices

Prices quoted exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of dispatch. Whilst every endeavor will be made to maintain the prices quoted, Arbarr reserves the right to effect changes without prior notice at any time before dispatch where possible customers will be notified of a change.

Ordering

Arbarr executes orders to the Customer's exact requirements, and does not substitute one Product for another unless instructed to do so, or unless the Product has been superseded. Subject to stock availability or manufacturing lead times, the Customer may place orders for any quantity of Products, however large or small and will be priced at the nearest appropriate price break on the Quotation. Arbarr does not normally submit proforma invoices except in the cases of customers who have no account with the company. Confirmation of orders is not required. If the Customer does confirm, kindly mark 'CONFIRMATION ONLY' to avoid duplication. Any special delivery requirements e.g. GUARANTEED DELIVERY NEXT DAY should

be indicated on the order form if required. This service is not available for all Products or services.

Arbarr reserves the right to decline to trade with any company or person. In addition, and notwithstanding any other provisions of these conditions of sale, Arbarr may decline to accept or cancel any order, whether or not payment has been received, by giving notice of non-acceptance or cancellation to the Customer by telex, facsimile, e-mail or telephone within 24 hours (excluding weekends and public holidays) of receipt by Arbarr of an order. In the event that Arbarr declines to accept or cancels an order in respect of which payment has been received, the full amount of such payment will be refunded but Arbarr shall have no further or other liabilities. The Customer warrants and represents that all information provided by it to Arbarr as part of its profile was when given and will at the time when any order is placed be true and accurate.

Delivery

For Arbarr account holder customers, all products are delivered by carriers nominated by Arbarr CARRIAGE will be invoiced to the customer unless otherwise agreed This service is not available in all areas of the country.

Inspection, Transit Delays and Non-delivery

THE CUSTOMER MUST INSPECT THE PRODUCTS as soon as is reasonably practicable after delivery and shall within 30 days of delivery give notice to Arbarr in detail of any defect in the Products or of any other complaint which the Customer may have in relation to the Products. If the Customer fails to give such notice, the Products shall be conclusively presumed to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination, and the Customer shall be deemed to have accepted the Products accordingly.

The Customer acknowledges that If does write software or programs embedded software supplied by the customer comprised in Products sold by it and, accordingly, the Customer acknowledges that it is its sole responsibility to check (by the application of appropriate diagnostic software) for the presence of computer viruses in software comprised in Products before such Products are used or disposed of. In the event that the Customer establishes to Arbarr's reasonable satisfaction that the Products are not in accordance with the contract or are so defective, the Customer's sole remedy in respect of such non-accordance or defects shall be limited as Arbarr may elect to the replacement of the Products or refund of the purchase price or, where sums are owed by the Customer to Arbarr , the issue of a credit note or a credit card account refund against return of the Products.

Queries regarding shortages of Products must be made within 10 days of the dispatch date and must be accompanied by the dispatch note. Queries regarding Products invoiced but not delivered must be made within 10 days of invoice date and the invoice number must be quoted.

THE CUSTOMER MUST REFUSE PARCELS DELIVERED TO HIM IN A DAMAGED CONDITION.

Except as set out above in no circumstances shall Arbarr be liable to compensate the Customer in damages or otherwise for non-delivery or late delivery of the Products or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery.

Passing of Risk and Property Risk of loss of or damage to the Products shall pass to the Customer at the time of delivery. The property in the Products shall not pass to the Customer until all sums due or owing to Arbarr by the Customer on any account have been paid, and until payment the following provisions of this paragraph shall apply. If the Customer defaults in the punctual payments of any sum owing to Arbarr, then Arbarr shall be entitled to the immediate return of all Products sold by Arbarr to the Customer in which the property has not passed to the Customer, and the Customer hereby irrevocably authorizes Arbarr and its employees and agents to recover the Products and to enter any premises of the Customer for that purpose. Demand for or recovery of the Products by Arbarr shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Products or Arbarr's right to sue for the whole of the price.

Warranty

Arbarr warrants that it will, at its option, replace Products supplied by Arbarr in which under proper use defects appear, or repair the same, or refund the purchase price thereof, subject to the claim being made in writing to Arbarr within 12 months after dispatch, or such other period as may be indicated by Arbarr for specific Products from time to time, provided that Products or parts to which the claim relates are returned to Arbarr within that period suitably packaged and carriage paid and, where relevant, in accordance with any particular instructions which Arbarr may have notified to the Customer at the time of supply. Returned Products or parts must be accompanied by an advice note stating the original invoice number in respect of the Products and the nature of any claimed defect, together with such further information as Arbarr may at the time of supply stipulated. Any Products or parts which are replaced by Arbarr shall become the property of Arbarr. This warranty shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Products except any implied by law which by law cannot be excluded.

Product and Availability and Delivery Information

Unless otherwise stated customers must ensure that products assembled for them, must meet electrical ratings represent safe UK working limits. Dimensions and other physical characteristics are subject to normal commercial tolerances for the industry unless and in accordance with standards defined in the company Quality Manual except where otherwise stipulated and agreed.

The Customer shall be responsible for ensuring the fitness of the Product for the Customer's application and supplying the appropriate manufacturing specifications and drawings.

Custom assemblies will only be made to order and stock will not be held, customers should be aware that orders lead-time should take into account component, tooling and assembly lead-times to ensure delivery schedules called up are realistic.

However, Arbarr reserves the right without prior notice to discontinue any product, service, or to make process and manufacturing changes as part of its continuous program of Product improvement, or to assist Product availability. Where possible, future changes will be indicated against the description and such changes may take place during the life of an order.

Arbarr Technical and Purchasing will be pleased to advise the Customer in these and other matters related to changes in manufacture or industry trends especially in the case of products designed within Arbarr.

Where the Customer intends to supply the Products produced by Arbarr to any other person, the Customer shall ensure that all warnings, labels, instructions, manuals and other information in respect of the Products or their use which are supplied with the Products are not lost or damaged in any way whilst the Products are in his possession or under his control and that they are supplied with the Products when he releases them from his possession or control.

Quality Conformance Statement

A statement of quality conformance is provided for all Products.

Where these fall within the scope of Arbarr's pending registration to SGS ISO 9001, the statement will be in accordance with the conditions of registration.

The statement, which does not provide batch or lot traceability, is available free of charge and will be incorporated in the Customer's dispatch note.

Liability

Arbarr shall not be under any liability for damage (including loss of revenue or profit or any consequential or indirect loss), liability, claims, costs or expenses (however caused) resulting from or in conjunction with advice or information provided Arbarr personnel.

These conditions set out Arbarr's entire liability in respect of the Products and services supplied. 'Arbarr's liability under these conditions shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of the Products or otherwise howsoever except any implied by law which by law cannot be excluded. Save as provided in these conditions and except as aforesaid Arbarr shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Products or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure.

In no event shall any breach of contract on the part of Arbarr or tort (including negligence) or failure of any kind on the part of Arbarr or that of its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever.

Arbarr's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Products or of any duty owed to the

Customer in connection herewith shall be further limited to the amount of liability cover in place at time of order.

Payment

Credit terms (subject to satisfactory references) are available to corporate customers. Payment due 30 days from date of invoice. If any sum is not paid on the due date for payment, all sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date.

All payments must be made without any set-off, deduction or counterclaim.

Country of Origin

Unless otherwise confirmed, nothing in the quotation is to be taken as a representation of the source of origin, manufacture, or production of the Products or any part thereof. Returns and Handling Charge products must be returned to Arbarr in their original condition and in their original packaging within 30 days of delivery (as on the delivery documentation) stating

relevant dispatch number in order for the customer to be eligible for any refund. They should not be retained for handing to Arbarr's local representative.

Where products are returned to Arbarr after expiry of this 30 day period then Arbarr reserves the right to levy a handling charge.

Products accepted for return will be credited at invoice value and the appropriate handling charge (if any) applied. If invoice details are not quoted the credit will be based upon the lowest sales price.

Order Cancellations

Cancellations or part cancellation of an order by the customer can only be accepted after prior negotiation and agreement to terms which will indemnify us against any expense incurred. In the event of part cancellation we reserve the right to invoice for any difference in selling price applicable to the quantity dispatched up to the time of cancellation.

Additional Conditions Regarding Return of Products to Arbarr

Where specific instructions appear on Arbarr documentation against any product regarding its return to Arbarr, such instructions shall apply to such Product.

Where no such specific instructions appear on Arbarr documentation against a Product, all items added to the Product by the Customer must be removed from the Product prior to return to Arbarr.

The return of the Product to Arbarr shall be deemed to authorize Arbarr to remove any such items. Arbarr shall not be obliged to reconnect any such items before returning the Product.

All Products are returned at the Customer's risk and Arbarr accepts no responsibility for any loss or damage thereto, or to items added to the Products by the Customer and sent with the Products to Arbarr.

Products to be returned to Arbarr should be adequately packed and dispatched freight prepaid, clearly labeled, to:

RETURNS DEPARTMENT,

Arbarr Electronics Limited,

Unit 3, Aghanloo Industrial Estate,

Limavady, BT49 0HE

In the case of Products being returned for Repair and Calibration to service Department at the above Address.

Force Majeure

If Arbarr is hindered or prevented from performing any contract owing to any cause beyond the reasonable control of Arbarr or by its inability to procure About Arbarr, materials or articles required for the performance of the contract except at enhanced prices, Arbarr may at its sole option delay the performance of, or cancel the whole or any part of the contract, and Arbarr shall not be held responsible for such delay or cancellation or any inability to deliver. In particular, although Arbarr will use all reasonable endeavors to deliver back orders by the date stated by Arbarr, Arbarr shall not be held responsible for any delay in the delivery of, or inability to deliver such orders.

Copyright and Patents

Products assembled for sale are subject to any patent, trade mark, registered design, copyright or other right of any person.

Choice of Law

All contracts between Arbarr and the Customer shall be governed by and interpreted in accordance with UK N.I. Law and the Customer submits to the exclusive jurisdiction of the High Court of Justice in Northern Ireland, but Arbarr may enforce any such contract in any court of competent jurisdiction.

Repair and Replacement Conditions

Arbarr Service provides a repair facility in relation to the Products sold as repairable and a charge will be made when they are not eligible for claims under warranty, whether by reason of the time which has elapsed since purchase or for some other reason.

This service is subject to availability of parts and is only available if the Product has suffered neither excessive physical nor electrical damage and is free from modifications other than such modifications as may be detailed in the literature supplied with the Product.

Such Products are accepted for repair subject to the following conditions:

For products purchased from Arbarr the provisions set out in the repair information/questionnaire supplied with the Product in question must be complied with.

The repair charge must be paid to Arbarr no later than the date of receipt of the Product by Arbarr except that Customers with an authorized credit account who enclose a properly

authorized written order requesting repair with the Product may pay through such account and will be invoiced in due course.

Arbarr may at its absolute discretion either repair a Product which it accepts for repair or replace it with an equal or substitute Product.

In house turn round target in respect of Products accepted by Arbarr for repair are 4 working days from receipt by Service to dispatch but Arbarr shall be under no liability if it fails to comply with such target.

Any part of any substitute Product supplied by Arbarr under its service is supplied subject to the conditions of sale at the date the of repair or when return was substituted. Product is dispatched by Arbarr , save that any warranty claims made in respect of any such Product must be made within 12 months of the date of the invoice in respect of the repair, or such other periods as may be indicated by Arbarr for specified Products from time to time.

(a) Arbarr warrants that it will at its option rectify defective repair work performed under this repair facility or supply to the Customer free of charge a substitute Product in place of the defectively repaired Product. This is subject to the Customer submitting to Arbarr both a written claim specifying the defect and the repaired Product in question being received by Arbarr within 12 months of the date of the invoice in respect of the repair or such other periods as may be indicated by Arbarr for specific Products from time to time. This warranty shall be in lieu of any warranty or condition implied by law in relation to repair work under this repair facility except any implied by law which cannot by law be excluded.

(b) Save as provided in paragraph (a) above Arbarr shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the negligence of Arbarr or of its employees, agents or sub-contractors in respect of defective repair work or for any damage or loss resulting therefrom or from the failure to give advice or information or indirect loss of damage from any cause whatsoever.

(c) In no event shall any breach of contract on the part of Arbarr or tort (including negligence) or failure of any kind on the part of Arbarr or of its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss of damage arising from any cause whatsoever.

(d) Arbarr's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the repair facility for Products or of any duty owed to the Customer in respect thereof shall be further limited in the liability amount covered.

Any Customer generated software returned with a Product may be erased or otherwise destroyed on receipt and Arbarr shall not be under any liability whatsoever in respect of any data contained in such software.

Repair charges are subject to V.A.T.

Calibration and Servicing Conditions

For Products purchased from Arbarr where follow up calibration or maintenance is required Arbarr Service provides a calibration service in relation to these products at a corresponding charge.

Products accepted for recalibration under this service will be checked for compliance with the published specification at appropriate points, using working standards which are periodically verified and which are traceable to National Standards and a dated and signed certificate of test will be issued giving details of the measurements made. If the Product requires more than minor adjustment appropriate to a normal recalibration routine the product will either be returned to the Customer or on receipt of the appropriate order will be repaired, subject to the repair conditions, before further recalibration. In this case the repair charge will be payable by Customers in addition to the recalibration charge.

Such Products are accepted from Customers for the recalibration service subject to the following conditions:

The Product must be free from manifest, physical and electrical damage and from modifications other than such modifications as may be detailed in the literature supplied with the Product.

The recalibration charge must be paid to Arbarr no later than the date of receipt of the Product by Arbarr except that Customers with an authorised account who enclose a properly authorised written order requesting recalibration with the Product may pay through such account and will be invoiced in due course.

Turn round target in respect of Products accepted by Arbarr under the recalibration service is 4 working days from receipt by Arbarr Service to despatch but Arbarr shall be under no liability if it fails to comply with such target.

By request Arbarr Service will undertake to advise a customer when a specified product is due for Recalibration or service. A request for repair must be made in writing and must specify the product concerned by type and serial number, and the required Recalibration schedule.

Receipt and acceptance of the request will be indicated by written acknowledgement from Arbarr Service Centre. Arbarr shall be under no liability if it fails for any reason to advise the customer of any due Recalibration.

(a) Arbarr shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the negligence of Arbarr or of its employees, agents or sub-contractors in respect of defective calibration work or for any damage or loss resulting therefrom or from the failure to give advice or information or the giving of incorrect advice or information.

(b) In no event shall any breach of contract on the part of Arbarr or tort (including negligence) or failure of any kind on the part of Arbarr or its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever.

(c) Arbarr's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the calibration service for Products or of any duty owed to the Customer in respect thereof shall be further limited in the region of amount covered at the time.

Recalibration charges are subject to V.A.T.

Software Update Conditions

Arbarr Service provides a software update service in relation to the Products against which a software update service is agreed, together with a corresponding charge. Products accepted for software update under this service will have the latest version of software installed by whatever method is appropriate. The unit shall be functionally checked to ensure software acceptance.

Such Products are accepted from Customers for the software update service subject to the following conditions:

The Product must be free from manifest, physical and electrical damage and from modifications other than such modifications as may be detailed in the literature supplied with the Product.

The software update charge must be paid to Arbarr no later than the date of receipt of the Product by Arbarr except that Customers with an authorised credit account who enclose a properly authorised written order requesting software update with the product may pay through such account and will be invoiced in due course. Turn round target in respect of Products accepted by Arbarr under the software update service is 4 working days from receipt by Arbarr Service to dispatch but Arbarr shall be under no liability if it fails to comply with such

target in contract. The Customer acknowledges that Arbarr does not write software comprised in Products sold by it and, accordingly, the Customer acknowledges that it is its sole responsibility to check (by the application of appropriate diagnostic software) for the presence of computer viruses in software comprised in Products before such Products are used or disposed of.

(a) Arbarr shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the negligence of Arbarr or of its employees, agents or sub-contractors in respect of defective work or for any damage or loss resulting therefrom or from the failure to give advice or information or the giving of incorrect advice or information.

(b) In no event shall any breach of contract on the part of Arbarr or tort (including negligence) or failure of any kind on the part of Arbarr or its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever.

(c) Arbarr's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the software update service for Products or of any duty owed to the Customer in respect thereof shall be further limited as governed by amount off Arbarr Liability cover.

Software Update charges are subject to V.A.T.

EPROM and PIC Programming

Arbarr Service provides an EPROM PIC programming service subject to the following conditions.

Products purchased from Arbarr and used in the programming service are supplied in accordance with Arbarr Conditions of Sale.

For products purchased from another source, other than Arbarr, and used in the programming service Arbarr accepts such products from the Customer on the basis that they are free from manifest, physical and electrical damage and from modifications other than such modifications as may be detailed in literature supplied with the product. The Customer shall be liable to Arbarr for any damage and/or consequential expense to Arbarr arising from any computer virus present in any media supplied to Arbarr by the Customer for use in the programming service. If programming is to be carried out to products supplied by the Customer, any data or programs contained in such devices will be erased or otherwise destroyed on receipt and Arbarr shall not be under any liability in respect of such data or programs. A charge will be made for such erasure in accordance with the table of charges published in this web site. All

products submitted for processing under this service must be accompanied by a written statement of the Customer's requirements. Arbarr accepts no liability if the Customer fails, for any reason, to advise Arbarr of any specific requirements and Arbarr reserves the right to defer any Service until such time the Customer clarifies the requirements to the satisfaction of Arbarr.

The Customer acknowledges that it is his sole responsibility to check the products for the presence of customer viruses before such products are used or disposed of.

The Customer warrants that the copying or processing by Arbarr of any program supplied to Arbarr in any form is carried out in accordance with and on the express instructions of the Customer and will not infringe the intellectual property or other rights at law of any third party. The Customer accordingly agrees to fully indemnify Arbarr from all claims, demands, damages, costs, penalties or liability howsoever arising in respect of the infringement of any third party's rights as aforesaid resulting from the copying or processing of any such program as aforesaid as carried out in accordance with the Customer's requirements.

The programming service charge must be paid to Arbarr no later than the date of receipt of the products for processing by Arbarr except that Customers with an authorised credit account who enclose a properly authorised written order may pay through such account and will be invoiced in due course.

Turn round target in respect of products accepted by Arbarr under the copying service is 4 working days from receipt by Arbarr Service to despatch but Arbarr shall be under no liability if it fails to comply with such target in contract.

All products are sent, held by, and returned to the Customer at the Customer's risk and Arbarr accepts no responsibility for any loss or damage thereto.

(a) Arbarr shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the

negligence of Arbarr or of its employees, agents or sub-contractors in respect of defective work or for any damage or loss resulting there from or from the failure to give advice or information or the giving of incorrect advice or information.

(b) In no event shall any breach of contract on the part of Arbarr or tort (including negligence) or failure of any kind on the part of Arbarr or its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever.

(c) Arbarr's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the EPROM or PIC programming service or of any duty owed

to the Customer in respect thereof shall be further limited in the aggregate to the amount covered if any by liability insurance.

Copying service charges are subject to V.A.T.

Export Business

These conditions do not apply to export transactions outside EEC for which separate conditions of sale exist. However, in the event that the Products supplied are ultimately exported, the Customer will be responsible at their expense for obtaining any license and complying with any export regulations in force within this country and the country for which goods are destined.

Disposal & Recycling

Arbarr Electronics Limited is part of Valpak's Producer Compliance Scheme. This entails that we pay for the recycling costs of our Electrical & Electronic Equipment (EEE) products when it reaches the end of its life.

When an EEE product reaches the end of its life, it is the responsibility of the end user to dispose of it properly. Our Producer Compliance Scheme will be able to provide guidance. Our 'WEEE' Producer Number is 'WEE/CE2230WW'

Business Details

Registered Office: 2 Kilgavanagh Road, Antrim, BT41 2LJ.

Registered No NI 25382

VAT Registration No NI 516 5397 33

As an abbreviation for the company, Arbarr Electronics Limited, indicated within the body of this agreement by the use of Arbarr in ordinary rather than bold text.