

Conditions of Sale

General

The conditions of sale apply to contracts for the sale of products by Westfield Electronics, Apfel-Europe and Westfield Distribution Ltd, unless expressly excluded by an Authorized Officer of Westfield Distribution Ltd. Any qualification or modification of these Conditions by the Buyer, or any other conditions which the Buyer seeks to impose, will be inapplicable unless accepted in writing by the Managing Director of Westfield Distribution Ltd. At all times Westfield Electronics and Apfel-Europe will mean "Westfield Distribution Ltd" as the names Westfield Electronics & Apfel-Europe are brand names and divisions of Westfield Distribution Ltd.

Contract

The contract shall be effected when Westfield Distribution Ltd sends its confirmation and acceptance in writing or verbal acknowledgement of the Buyer's order. Quotations are not binding until the date of such acceptance. Delivery periods shall run from the date of such acceptance.

Orders

Westfield Distribution Ltd reserves the right (without prejudice to any other remedy) to cancel any uncompleted order, or to suspend delivery, if the Buyer fails to discharge any outstanding indebtedness to Westfield Distribution Ltd. If an order is cancelled by Westfield Distribution Ltd in the aforementioned circumstances, or is cancelled by the Buyer under any circumstances unacceptable to Westfield Distribution Ltd, then the Buyer shall indemnify Westfield Distribution Ltd against all loss, costs, damage, charges and expense arising out of the order and the cancellation thereof. No order is acceptable to Westfield Distribution Ltd unless a delivery schedule is accepted against the total number of products ordered.

Prices

- Prices quoted are "ex-warehouse" packed to manufacturer's standard finish.
- Westfield Distribution Ltd reserves the right by notice given at any time before delivery to increase the contract price of the goods if there is any increase in the costs of the goods to Westfield Distribution Ltd by virtue of currency fluctuations, alterations of duties or imports, increases in the costs of raw materials, labour, transport, or any other cause not within the control of Westfield Distribution Ltd.
- If there is a minimum order charge/manufacturers minimum order quantity or minimum pack quantities details of which will be given on request.
- All orders exclude packing, carriage, insurance and freight costs.
- Unless otherwise stated all prices are exclusive of any applicable Value Added Tax, for which the customer shall be additionally liable to the company.

Payment Terms

- Payment shall be 30 days net from the date of invoice issued on despatch unless otherwise advised by Westfield Distribution Ltd, or by T/T in advance, unless otherwise advised by Westfield Distribution Limited.
- We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- Should any person, company, or customer be issued with a County Court Judgment or writ or other legal action come in to the public domain that at the discretion of Westfield Distribution could perceive payment problems, then credit terms may be reviewed or withdrawn and payment for all goods & services will be due upon demand.

Packing and Delivery

The means of delivery will be at the discretion of Westfield Distribution Ltd. The Buyer will pay freight, insurance and carriage costs unless alternative methods or costs have been agreed in writing by an Authorized Officer of Westfield Distribution Ltd. Westfield Distribution Ltd will endeavor to adhere to the delivery schedule set out in the quotation and order acknowledgement, such acknowledgement given verbally or in writing, but such delivery schedule is a business estimate only and Westfield Distribution Ltd shall be under no liability whatsoever for delay in delivery or the consequence thereof however caused. If deliveries are delayed by any reason whatsoever beyond Westfield Distribution Ltd's control deliveries may be wholly or partially suspended and the delivery period extended by the length of the time during which deliveries are suspended.

The risk in the goods shall pass to the Buyer when the goods leave the Westfield Distribution Ltd warehouse. For all orders where goods are ready for delivery Westfield Distribution Ltd may postpone delivery at the request of the Buyer which request shall be accompanied by payment by the Buyer to Westfield Distribution Ltd of the full price of the goods, and Westfield Distribution Ltd may store the goods at its own premises or elsewhere at the Buyer's sole risk and all storage insurance and transport charges shall be paid by the Buyer.

Reservation of Title

The goods sold under these conditions shall remain the absolute property of Westfield Distribution Ltd and legal title in the goods shall remain vested in Westfield Distribution Ltd until payment is received in full for amounts invoiced or due to Westfield Distribution Ltd in respect of the goods or services provided, or until the goods are resold by the customer, whichever shall first occur. If the Buyer, or buyers employer, or company shall enter into liquidation, have a Winding Up Order made, be issued with a successful County Court Judgment or writ, or have a Receiver Administrator or Administrative Receiver appointed over its assets, income or any part thereof before the property and the goods has passed in accordance with this condition, Westfield Distribution Ltd shall be entitled immediately after giving notice of its intentions to repossess the goods, to enter upon the premises of the customer with such transport as may be necessary and to repossess any goods to which it has title under this condition. No liquidator, Receiver, Administrator or Administrative Receiver of the Buyer shall have authority to sell goods to which Westfield Distribution Ltd has the title without prior written consent of Westfield Distribution Ltd.

Insolvency of Customer

If the Buyer, being a body or corporate, shall pass a resolution or suffer an Order of the Court to be made for Winding Up, or if a Receiver, Administrator and Administrative Receiver shall be appointed or being an individual or partnership, shall suspend payment propose or enter into any composition or arrangement with his or their Creditors, or have a Bankruptcy Order made against him or them, then Westfield Distribution Ltd shall have the right, without prejudice to any other Contract with the Buyer, not to proceed further with the Contract and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the Buyer, such Charge to be an immediate debt due from the Buyer.

Acceptance

The Buyer shall be deemed to have accepted the goods as being in accordance with his order, unless within seven days from the receipt thereof, he shall notify Westfield Distribution Ltd in writing that the goods are not in accordance herewith.

Patent Delivery

The Buyer shall indemnify, defend and hold Westfield Distribution Ltd harmless against any expenses, damages, costs or losses howsoever resulting from any suit or proceedings (or from a settlement of any suit or proceedings or any claim in anticipation thereof, such settlement made at the reasonable discretion of Westfield Distribution Ltd brought for infringement of any intellectual property right arising from compliance with the Buyer's designs or specification or instructions. With respect to products manufactured solely to the designs or specification of Westfield Distribution Ltd or any associated company of Westfield Distribution Ltd. Westfield Distribution Ltd may, if it elects to do so, defend any suit or proceeding brought against Buyer or its customers so far as based on a claim that such products, or any parts thereof, furnished hereunder, constitute an infringement of any intellectual property right. Westfield Distribution Ltd shall be notified promptly by the Buyer of such claim in writing and be given such authority, information and assistance for the defence of same, in case said product or any parts thereof are in such suit held to constitute infringement and the use of said products or parts is enjoined. Westfield Distribution Ltd shall in its own discretion, either procure for the Buyer the right to continue using said products or procure the modification of such products so they become non-infringing or remove said products and refund the purchase price and the transportation costs thereof. The foregoing states the entire liability of Westfield Distribution Ltd for intellectual property right infringement by the said products or any part thereof.

Westfield Distribution Ltd shall not be liable for any costs or damages incurred by Buyer as a result of any suit or proceedings brought against Buyer and Buyer will indemnify, defend and hold Westfield Distribution Ltd harmless from any expenses, damages, costs or losses resulting from any suit or proceeding brought against Westfield Distribution Ltd, either severally or jointly with Buyer, so far as such suit or proceedings is based on any claim that (a) use of any product or any part thereof furnished hereunder in combination with products not supplied by Westfield Distribution Ltd or (b) a manufacturing or other process utilizing any product or any part thereof, furnished hereunder, constitutes either direct or contributory infringement of any process patent of any country of any other intellectual property right.

EXCEPTIONS

Subject to the Guarantee Clause below each and every condition and warranty express or implied by any statute or by common law is hereby excluded. Any right, duty or liability which would otherwise arise by implication of law is hereby negated.

Westfield Distribution Ltd shall be under no liability for any defects drawn to the attention of the Buyer of which were or ought to have been discovered on any examination of any merchandise prior to delivery by himself his servants or agents. RoHs items whilst supplied as compliant, Westfield can accept no liability should any component fail to meet any customers process temperatures, as these are beyond our control.. (Unless advised

in writing and signed / endorsed by a Director of Westfield Distribution Limited.). Westfield Distribution Ltd shall be under no liability for any damage to any merchandise during transit.

Other than specifically provided herein Westfield Distribution Ltd shall not be liable for any consequential or indirect damaged however caused.

If any of these Conditions are any part of one of these Conditions is tendered void by any legislation to which is subject it shall be void to that the extent but no further. If any of these Conditions or any part of one of these Conditions is rendered unenforceable by the legislation to which it is subject it shall be unenforceable to the extent that it is not fair to reasonable to allow reliance on it and no further.

Warranties and Limitation

Westfield Distribution Ltd warrants that the products to be delivered hereunder are free from defects of material and workmanship and meet Westfield Distribution Ltd's performance, specifications provided however that (a) Westfield Distribution Ltd's liability under this warranty is limited to, at the discretion of Westfield Distribution Ltd repairing or replacing or issuing credit for any product delivered hereunder, not conforming to this warranty (b) this warranty is limited to a period commencing with the date of shipment of such product (c) minor deviations from specifications, which do not affect performance of the products covered hereby excluded from this warranty (d) Westfield Distribution Ltd will not be liable under this warranty unless (i) Westfield Distribution Ltd is properly notified in writing by the Buyer upon discovery of the failure of any product to conform to this warranty and Westfield Distribution Ltd's "Returned Material Authorisation" procedure is complied with. Product will not be accepted under any circumstances (ii) such product returned and accepted by return from Westfield Distribution Ltd shall be delivered to Westfield Distribution Ltd's work at the Buyer's expense. Goods returned and found not to be defective will be returned to the Buyer at the Buyer's expense and will be subject to a charge of 25% on invoice value for testing by Westfield Distribution Ltd (iii) such product is received by Westfield Distribution Ltd not more than 10 days after the last day of the one year warranty period and (iv) Westfield Distribution Ltd's examination of such product shall disclose to Westfield Distribution Ltd's reasonable satisfaction that such defects or failures have not been caused by misuse, neglect, improper installation, repair, alteration or accident on the part of the Buyer (v) the foregoing constitute Westfield Distribution Ltd's entire warranty, express implied and/or statutory (except as to title) and states the full extent of Westfield Distribution Ltd's liability to Buyer or to any other party for any breach of such warranty and for damages, whether direct, special, incidental and/or consequential, resulting from any such breach and (vi) OTHER THAN AS EXPRESSLY PROVIDED IN THIS DOCUMENT. NO WARRANTY IS MADE AS TO THE MERCHANTABILITY OF THE GOODS TO BE DELIVERED NOR IS ANY WARRANTY MADE AS TO THE FITNESS OF SUCH GOODS FOR ANY PARTICULAR PURPOSE. ROHS COMPLIANT DOES NOT MEAN PROCESS TEMPERATURE COMPLIANT AS THIS IS BEYOND OUR CONTROL.

Illustrations

All descriptions contained in Westfield Distribution Ltd's website, catalogue, price list and other advertising matter are intended merely to present a general idea of the products described therein and shall not form part of any contract.

Force Majeure

Westfield Distribution Ltd shall be excused liability for any delay in delivery of, or failure to deliver goods if such delay or failure is caused by all or any of the following: fire, flood, storm, tempest, Act of God, War (whether declared or not), riot, civil commotion, strike, lock-out, power failure, failure of supplier to supply materials to Westfield Distribution Ltd or other cause (whether similar or dissimilar) not within the reasonable control of Westfield Distribution Ltd.

Choice of Law

These Terms and Conditions and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by English Law and the Buyer hereunder irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England.