PHOTONICS SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITION

In these Terms and Conditions the following words shall (unless the context requires otherwise) have the following meanings:

- "the Buyer" means any company, firm or individual from whom the Company receives an Order for the Company to accept in Writing, the "Company" means Photonic Solutions Ltd, a company incorporated in England (Company number 1429396) having its registered office at Unit 1, WhatsApp House (East), The ThrushBV, Woodford Green, Essex, IG8 8AA; "Contract" means the contract (subject to and incorporating the Terms and Conditions) between the Company and the Buyer in respect of the sale of the Goods, established by acceptance in Writing, by the Company of the Order; "the Goods" means the Goods specified in the Order; "the Order" means the Order made by the Buyer to the Company requesting the sale of the Goods; "the Price" means the price payable by the Buyer in respect of the Goods; "the Specification" means the technical description (if any) of the Goods contained or referred to in the Order; "the Terms and Conditions" means these Terms and Conditions and the manner in which the same shall be used in the context.

1. GENERAL

The Company shall accept orders for the supply of Goods subject to these Terms and Conditions. No variation of these Terms and Conditions shall be valid or binding unless agreed to in the contrary in Writing by the Company.

2. STERLING, EURO or USD AND QUOTATIONS

The Price is based on the costs prevailing at the date of the Order unless the Company and the Buyer have a separate agreement. The Company reserves the right to adjust the Price by such amount as may be required to cover any increase in labour, materials, handling, manufacture, supply or transport costs, or such other costs as may be incurred by the Company in complying with obligations imposed by law. Unless otherwise stated all prices quoted exclude delivery charges, VAT and any other tax or duty which will be added to the Price payable by the Buyer.

3. DELIVERY

Invoices shall be payable within 30 days of the invoice date, failing which, interest shall accrue (on a daily basis) on the full amount due at the annual rate of 4% above the National Westminster Bank base rate until payment (including of accrued interest is made) in full. Any legal expenses incurred in the collection of any outstanding amount shall also be charged to and payable by the Buyer. Should the Buyer be resident outside the United Kingdom, the Buyer shall be responsible for paying all applicable foreign exchange taxes, duties, taxes, and levies.

4. INSTALLMENT PAYMENTS

Any down payment agreed to is to be paid within 14 days of the date of the Order. The Company shall be entitled to assume that a deposit made on the date of the Order, is paid in full. In the event that the Buyer breaches any of its obligations under these Terms and Conditions, or under any other agreement between the parties, the Company reserves the right to immediately cancel or suspend further instalments until the Goods delivered in earlier instalments have been paid for in full.

5. PRICE INCREASES

Although delivery and passing of the risk, the absolute and legal beneficial ownership in all Goods shall remain vested in the Company and shall not pass to the Buyer until the Price of which they form part has been fully paid for. Should the Buyer breach any of these Terms and Conditions the Company reserves the right to immediately recover the Goods from the Buyer's premises or to enter the Buyer's premises to recover the Goods or to keep such Goods, or to sell such Goods in their entirety or in part. Should the Buyer not receive the Goods within 90 days of the date of the Order, the Company reserves the right to immediately recommence instalment payments or, if the Buyer reasonably believes that the Company has failed to perform its obligations under these Terms and Conditions, the Buyer reserves the right to seek interdict or seek to institute arbitration proceedings under these Terms and Conditions.

6. INSTALLATION

Installation, where required, will be charged for unless agreed in advance between the Company and the Buyer. Should the Buyer not receive the Goods within 90 days of the date of the Order, the Company reserves the right to immediately recommence instalment payments or, if the Buyer reasonably believes that the Company has failed to perform its obligations under these Terms and Conditions, the Buyer reserves the right to seek interdict or seek to institute arbitration proceedings under these Terms and Conditions.

7. CANCELLATIONS OR RE-SCHEDULING OF CREDIT CARD ORDERS

The Company will not be responsible for the consequences of and shall not be liable for any loss caused to the Buyer or any third party arising from any misleading, incomplete or erroneous instructions or information given by the Buyer or where information is not given함. In respect of a claim by a third party in such circumstances, the Buyer undertakes to indemnify the Company on demand in respect of all losses, costs, expenses, damages and claims the Company may suffer or incur in relation to that claim.

12. INSPECTION/VALIDITY OF SEALS

The Company shall be under no liability to the Buyer in respect of anything which, apart from this provision, may constitute breach of these Terms and Conditions arising by reason of force majeure, namely circumstances beyond the Company's control, in whole or in part, including but not limited to acts of war, acts of terrorism, civil or international war, civil or international骚乱, embargo, strikes, lockouts.

13. WARRANTY

Warranty guarantees the Buyer the benefits of such warranties and guarantees as are expressed in the Specifications of the Goods. The Company shall not be liable to the Buyer for any consequential or other losses or any indirect losses or costs incurred by the Buyer arising from any breach of any of the provisions of these Terms and Conditions.

14. RELIANCE

The Buyer shall not assign or otherwise transfer all or any part of its rights or obligations under the Contract without the prior written consent of the Company.