

In these Terms & Conditions, "Company" means S+AS Limited and "Customer" means the person or entity that purchases the goods or services specified in the Company's invoice.

1. **Scope.** These Terms and Conditions apply to all contracts for the sale of Goods to, or provision of Works or Services for the Customer, to the exclusion of any terms or conditions specified by the Customer.
2. **Prices.** All prices quoted and any terms of credit offered are subject to confirmation at time of order and can be changed at any time upon prior written notice to the Customer. The quoted prices are exclusive of VAT which will be applied in accordance with legislation current at the date of supply, and of freight, duties and other applicable charges unless specified within the quotation.
3. **Credit.** Credit limits may be given to approved accounts at sole discretion of the Company. The Company will require both bank and trade references. At sole option, the Company may cancel or amend credit limits previously granted. Otherwise, no credit is offered and payment shall be 100% in lieu of the total contract value, as accepted and acknowledged by the Company, to be paid on or before shipment or supply of said goods or services.
4. **Payment Terms.** Payment of accounts must be effected according to invoice and agreed terms and conditions. Any, and all charges or fees associated with fund transfers or letter of credit, shall be the Customer's sole responsibility. Failure to effect payment when due will result in suspension of deliveries and or services without prejudice to any other remedy which the Company may employ.
5. **Deliveries.** All sales and delivery of Goods shall be Ex-Works unless specifically stated and defined in the order acknowledgement. The Customer is responsible for all transportation, insurance, duties and other applicable expenses unless otherwise agreed in writing by the Company.
6. **Title.** Title in all Goods supplied by the company shall be vested in the Company until full payment in respect of said Goods has been received by the company. Risk in Goods supplied passes to the Customer, on dispatch, and the Customer shall bear the entire risk of loss or damage.
7. **Warranty.** The Company warrants to the Customer only those Goods supplied by the Company, that they function in accordance with any specification provided in any documentation accompanying the Goods, and provided always that the Goods have been used strictly in accordance with the Company's instructions, and without prejudice to the generality of the foregoing, have been used correctly in conjunction with a designated or compatible operating system. This limited warranty does not include labour, transportation, or other expense if repair or re-installation is to be effected on site or at the Customer's premises. Nor shall it apply to any products or parts where Serial Number, Model Number or other identifying marks have been altered, removed or rendered illegible, or have been damaged by, or subject to, incorrect installation, improper use, accident, neglect and/or has been used in any way other than in strict compliance with the Company's instructions. Nor will this limited warranty apply to any products or parts which have become defective, or inoperative, due to use or integration with any equipment or products not supplied or recommended by the Company or have been repaired, modified or otherwise altered by anyone other than the Company. If any warranty claim by the Customer falls within any of the foregoing exceptions, Customer shall be liable to the Company for payment at current rates and charges for such service.

Save as herein provided, all representations, conditions, warranties or other terms whether expressed or implied, or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall the company be liable to the Customer or to third party for loss (including, but not limited to, loss of profit), damage or injury howsoever arising.

In any event, the total liability the Company shall have to the Customer shall not exceed the value of the Goods covered by the Company's invoice. In the case of Goods not of the Company's manufacture, the Company will take such steps as the Customer may reasonably require to enforce such rights as to guarantee, warranty or condition, which may have been granted by original supplier, but save as aforesaid, no condition or warranty is given by the Company in relation to such goods that are not of its manufacture.

8. **Force Majeure.** The Company shall not be liable for any failure to perform, or any other loss due to unforeseen circumstances, or causes beyond its control including without limitation, Act of God, industrial unrest, material and/or transportation shortages, natural disasters, Government actions or regulations, war, fire, flood and civil unrest.

9. **Protection of Information.** Any specifications, drawings, technical information or data furnished by the Company, shall remain the company's property, shall be kept confidential and shall not be used for other purposes unless agreed by the Company in writing. Furthermore, patents embodied in designs, tools, patterns, drawings, information or equipment supplied by the Company under contract and all rights for use and reproduction thereof are reserved by the Company, unless otherwise agreed to, in writing, by the Company. Any information disclosed, in whatever form and regardless of any markings, to the Company, by the Customer in connection with any contracts or works, shall not be deemed to be confidential or proprietary information and shall be disclosed without restrictions (other than claim for patent infringement) as part of the considerations for any contract or works carried out.

10. **Property.** All materials, tooling, equipment or facilities provided to the Customer by the Company or furnished by the Company to be retained for use by the Customer and later returned to the Company, shall remain the property of the Company. The Customer assumes the risk of, and shall be responsible for, any and all loss of, or damage to, furnished property, except for reasonable wear and tear.

11. **Limitation of Liability.** The Company shall not be liable for any consequential, incidental, special or exemplary damages, suffered by the Customer and/or any End-User, related to or arising out of this agreement. The transactions contemplated hereby, and/or the use or inability to use the products, integration of the products, with equipment not provided by the Company. Loss of goodwill or profits and/or from any other cause whatsoever, even if it has been advised of the possibility of such damages. The Company and the Customer further agree that each and every provision of this agreement which provides for a limitation of liability, disclaimer or warranties, or exclusion of damages, is expressly intended to be severable and independent of any other provision since those provisions represent separate elements of risk allocation between the parties and shall be separately enforced. Both parties also agree that the price of the products reflects the allocation of risk, warranty and limitation of liability provisions herein.

12. **Cancellation.** The Customer shall not terminate or cancel any order, or portion thereof, after it is given to the Company, without the Company's prior written consent. In the event the Company agrees to terminate or cancel any unshipped portion of the order, such agreement is subject to the condition that the Customer pays to the Company, the sum of (a) the price of all products previously delivered to the Customer and (b) the Company's actual costs incurred as a result of such termination (i.e. purchase of goods or raw materials and other obligations).

13. **Disputes.** In the event a dispute arises regarding this agreement or the products, the prevailing party shall be entitled to all legal fees and costs incurred.