

Document Description	Terms & Conditions of Sale
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ABRIOX: TERMS AND CONDITIONS OF SALE

These Terms and Conditions explain your rights and obligations. Please read them carefully. They constitute the entire Agreement between Abriox and you, the Customer, when you purchase our goods and services. If you have placed an Order on Abriox, it is agreed that this is solely for the purpose of confirming your purchase of the specified items from us at the prices quoted. No other Terms and Conditions of your Order shall add to or modify those of this Agreement or affect either party's responsibilities to the other as stated here. However, you may have other rights granted by law and these Terms and Conditions do not affect those unless the two are inconsistent. In this case these Terms and Conditions will take precedence, unless this is not permitted by law. No variation of these Terms and Conditions is permitted unless expressly accepted by a Director of Abriox in writing.

1. WHAT WE MEAN

Here are the definitions used in this Agreement:

- "Abriox" means Abriox Limited, a Company registered in England and Wales.
- "Quotation" means the document issued by Abriox to you for the sale of any Products described in it.
- "Customer" means you, the purchaser of the goods and/or services from Abriox identified in the Quotation referencing these Standard Terms and Conditions of Sale
- "Order" means the document issued by you to Abriox for the purpose of purchasing the items specified in a Quotation from Abriox.
- "Agreement" means the Contract that comes into effect between Abriox and the Customer when we acknowledge your Order.
- "Product" means any hardware, software and any service, including configuration, installation and warranty supplied by Abriox Limited and delivered to the Customer under this Agreement.

2. ABRIOX'S CONTACT DETAILS

2.1 ABRIOX is Abriox Limited (registered in England and Wales with company registered number: 05513831). Our registered office is Imperial House, Imperial Park, Newport NP10 8UH, United Kingdom. You can telephone us on +44(0)1633 811870 and fax us on +44(0)1633 816849.

2.2 If you have any complaints about our Products please contact info@abriox.com or write to the address above.

3. OUR QUOTATION

3.1 Our Quotation is a commercially confidential document, provided for your information only, and we ask you to respect this by not sharing it with third parties without our permission. It is correct at the date of sending it to you. It will state the part numbers and associated descriptions of our Products together with applicable taxes.

3.2 Unless expressly identified, our prices do not include carriage and insurance, which will be itemised separately. Details of our delivery charges are available on request from the above address or are as quoted by us.

3.3 We review our prices periodically and they are subject to change without notice. If we find the price has changed when we receive your order we will contact you and ask if you wish to proceed. You must confirm this in writing and we will acknowledge your confirmation. No Agreement will exist until we have made such acknowledgement.

3.4 If our Quotation and your Order includes a trade-in allowance, any traded-in goods must be received by Abriox on or before the date specified in the Quotation. If you do not return such traded-in goods by the date specified in the Quotation, the trade-in allowance shall be forfeited and Abriox shall invoice Customer for the amount of the trade-in allowance.

3.5 Whilst we are careful in the preparation of our catalogues, website, technical information, price

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lists and literature, these documents are for general guidance and do not constitute representations by Abriox and we shall not be bound by them. Our policy is one of continuous improvement and we reserve the right to supply Products of similar quality which may not correspond exactly with the particulars given.

4. YOUR ORDER

- 4.1 We do not accept verbal orders – you must confirm them to us in writing.
- 4.2 By sending us your Order you are offering to buy the Products at the prices set out in the Order and allowing us to use your company's contact details for the purposes of supplying goods (including passing your details on to couriers and other subcontractors).
- 4.3 If your Order references our Quotation then it constitutes acceptance of that Quotation as specified.
- 4.4 We will acknowledge your Order, either by sending an email to you or by post. This acknowledgement constitutes acceptance of your Order and brings into existence a legally binding Agreement. Abriox reserves the right to reject any Order.
- 4.5 If you order software from us you will also be bound by the terms of the licence supplied with it. We supply Single User and Corporate Licences and ask you to respect the terms of these.

5. CANCELLATION OR MODIFICATION OF ORDERS

- 5.1 You may cancel or modify your Order by notifying us in writing at any time within five working days of our Acknowledgement. You do not need to give us any reason for doing so but no cancellation or modification will take effect until Abriox has acknowledged it.
- 5.2 In the event of your cancelling or modifying an Order for which Abriox has incurred costs, expenses or fees, we will notify you of these within 10 working days. You agree to reimburse all such costs to Abriox within normal payment terms.
- 5.3 If you cancel your contract but the items are in transit to you or have already been received by you, you must not unpack them when they are received by you and you must send them back to us at our contact address at your own cost and risk within 10 working days. We advise you to ensure goods are adequately insured during any return shipment.
- 5.4 Once you have notified us that you are cancelling your contract, any sum paid to us will be reimbursed to you as soon as possible and in any event within 30 days of your cancellation provided that the goods in question have been returned by you and received by us in their original condition. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

6. DELIVERY

- 6.1 We will deliver the Products you order to the address you give us for delivery at the time you make your order. We will select the carrier unless otherwise instructed by you. Unless expressly specified otherwise, you agree to accept and pay for partial shipments of goods, except that we will not charge any extra delivery in this case.
- 6.2 Delivery will be made as soon as possible after your order is accepted. We will make every effort to meet the delivery time stated on our Quotation. However, since stock and production levels vary constantly, we cannot always meet the quoted date. If we become aware of any delay we will advise you as soon as possible and keep you informed regarding the revised delivery date.
- 6.3 You will become the owner of the goods you have ordered only when we have received payment for them. However, once goods have been delivered to you they will be held at your own risk and you are liable for their loss or destruction.

7. WARRANTY AND RETURNS

- 7.1 Abriox warrants that it has title to and the unencumbered right to sell the Products.
- 7.2 It is your responsibility to ensure and satisfy yourself that the Products you order from us are suitable for the purpose for which you intend to use them. We cannot and do not make any representation or warranty as to the suitability or fitness of the Products for any particular purpose. If

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you have a specific requirement for the use of the Products, or are unsure as to the suitability of the Products for your purpose, you should check this with us before purchasing the Products.

7.3 All Products provided under these terms are subject to our standard or extended Warranty terms which will be referenced in our Quotation and are available separately.

7.4 The battery life of our Products is specifically excluded from warranty because it depends on how the Products are used. Where the User initiates a diagnostic or other mode that requires additional power, or sets thresholds that cause the unit to go in and out of alarm frequently, Abriox will not be liable for any shortening of the battery life that results from such usage, nor for the cost of additional telecommunications charges that may result where these exceed the limits of the package purchased by the Buyer. In such cases Abriox will recharge overage to the Buyer at its published rates.

7.5 We encourage you to return faulty items to us because we recognise it is in our mutual interests to deal with such issues quickly and satisfactorily. However, you must follow our Returns policy.

7.6 In the first instance you must contact Abriox and we will resolve the problem if we can. If not, we will issue you with a written Return Material Authorisation (RMA), which is valid for 15 days from the date of issue and must accompany the returned items. Returned items must be securely packaged, undamaged and unaltered.

7.7 If the items concerned are under warranty we shall arrange their collection from the address you specify. If the items are out of warranty we shall ask you to ship them prepaid to the delivery address specified in the RMA - unless we agree to collect them using our own carrier, in which case you agree to pay for the collection. Upon receipt of the returned items, Abriox will inspect them for compliance with the above conditions for proper return. If we receive returned equipment without an RMA and/or in a condition other than described above we reserve the right to reject the return. Opened software is not returnable.

7.8 We do not issue credit for items returned to us.

8. LIABILITY

8.1 We will advise you when goods have been despatched from our premises. We do not accept any liability or penalty in connection with damage or failed delivery resulting from the carrier, which is not an agent of Abriox.

8.2 If you do not receive these goods within 30 days of the date of despatch, we shall have no liability to you unless you notify us in writing at our contact address of the problem within this 30 day period.

8.3 You have a duty to inspect the goods on delivery.

8.4 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of your receipt of the goods in question. Once you notify us we will, at your option:

- make good any shortage or non-delivery;
- repair or replace, at our option, any goods that are damaged or defective; or
- refund to you the amount paid by you for the goods in question in whatever way we choose.

8.5 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from us. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

8.6 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question.

8.7 Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

8.8 Our liability under this Agreement or otherwise shall be limited to money you have paid Abriox under this Agreement during the six (6) month period preceding the event or circumstances giving

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rise to such liability and in the case of damages relating to any allegedly defective or infringing product, shall, under any legal or equitable theory, be further limited to the price you paid for the Product.

9. PAYMENT TERMS

9.1 We will send you an invoice for the Products ordered upon shipment from Abriox or our designated representative.

9.2 Payment of all invoices is due thirty (30) days from date of invoice unless otherwise specified in our Quotation or agreed by a Director of Abriox in writing.

9.3 If you have not maintained an acceptable credit status we reserve the right to request payment into our account before despatch is made.

9.4 All payments made to Abriox must be by BACS transfer, international bank draft, cash or cheque.

9.5 Abriox has the right to charge a late payment charge of 2% of the outstanding balance per month for each month, or partial month, any invoice remains unpaid beyond its due date.

You agree to pay collection and legal fees incurred by Abriox to effect settlement of any past due invoice.

9.6 If you have a leasing arrangement with a third party leasing company ("Lessor") that is satisfactory to Abriox, we shall work with you and your Lessor to facilitate payment from the Lessor. However, you will remain primarily responsible for and liable for complete and timely payment of all invoices issued by Abriox.

10. ON-SITE SERVICES

10.1 Our prices for on-site service work including site surveys, installation and commissioning are based on you providing us with a complete list of the sites at least two (2) weeks prior to the commencement of the work, and on this work being carried out during normal working hours (Monday to Friday). We will agree with you a schedule of site service work.

10.2 You are responsible for all security arrangements and access for our staff at your site and you will accompany any Abriox employee or agent while on-site at your location. You must provide us with at least 5 days notice of any cancellation of a scheduled site visit.

10.3 If you wish to amend the scope of the service work from that specified in your Order, we reserve the right to review and change the terms including, without limitation, pricing and any delivery requirements that are affected or impacted by such request.

11. WASTE DISPOSAL

11.1 Abriox is registered as a manufacturer in the UK of electrical electronic equipment. Our Producer Compliance number is WEE/JG0293UR.

11.2 Abriox operates an End User Obligation Scheme within the UK. This means that you, the Purchaser, are responsible for all liabilities regarding the environmentally sound disposal of the equipment when it becomes waste.

11.3 However, if required, we will take back the Equipment provided that you arrange and pay for transport to our designated location.

11.4 We have paid no charge to our Producer Compliance Scheme for the eventual recovery of the equipment. However, the PCS's disposal contractor is able to provide a cost-effective and environmentally sound disposal of all 13 categories of WEEE. If you require this service you should contact 0845 257 7024 or info@weeeco.com for a free, no-obligation quote for the removal of WEEE items.

12. OTHER INFORMATION OF WHICH YOU SHOULD BE AWARE

12.1 We advise you to print a copy of these Terms and Conditions and your Order for your information in the future.

12.2 Any contract between us shall be governed by the laws of England and Wales and the courts of England shall have non-exclusive jurisdiction over any dispute. All dealings, correspondence and contact between us shall be made or conducted in the English language.

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12.3 We will not use details provided by you in placing an Order with us for other purposes without asking your consent and you may ask that your details be removed from our system by writing to the address above.
