

**1. DEFINITIONS**

The following definitions shall apply to these Terms and Conditions, and to any contract incorporating the same.

'**R2G2**' means **R2G2 Controls Limited**.

'the Buyer' means any company, partnership, association or individual entering into a contract for the purchase of Goods or services from **R2G2**.

'Goods' means any electronic or associated equipment, components, cables, mock-ups or documents supplied by **R2G2** to the Buyer, including any electronic system comprising such goods and designed or developed by **R2G2** and supplied by **R2G2** to the Buyer.

'Services' means any work performed by or on behalf of the employees of **R2G2** for the Buyer, including analysis, design, testing, documentation and measurement.

'Stage' means any identifiable phase or milestone or regular time interval of a project.

**2. ACCEPTANCE**

These Terms and Conditions shall govern all contracts for the sale and supply of Goods and Services by **R2G2** to the Buyer. Any quotation sent out by **R2G2** to the Buyer shall be deemed to be an invitation to treat only. Purchase orders of the Buyer shall constitute offers to buy and the contract between **R2G2** and the Buyer shall come into effect upon **R2G2's** acceptance, whether upon **R2G2's** formal acknowledgement of order or otherwise, of the Buyer's order. Once the Buyer's order has been accepted by **R2G2**, the Buyer shall not be entitled to cancel the order.

In the event of any variation or conflict between any terms of the Buyer's purchase order and Terms and Conditions or any specific conditions specified on **R2G2's** formal acknowledgement of order, the contract between the parties shall be governed by these Terms and Conditions and where appropriate such specific conditions and the terms of the Buyer's conditions shall be severed from the purchase order without otherwise affecting the validity thereof.

No employee, servant or agent of **R2G2** has authority to vary these Terms and Conditions orally and no variation of these Terms and Conditions shall be effective or binding on **R2G2** unless made in writing and signed on behalf of **R2G2**.

**3. TERMS OF PAYMENT**

The Buyer will be invoiced on the date of delivery of the Equipment or System by **R2G2**, or the date of completion of the Services or any Stage thereof.

The terms of payment shall be net 30 days from the date of invoice or delivery, whichever is the earlier.

If the Buyer does not make payment within 30 days then without prejudice to its other rights hereunder **R2G2** reserves the right to charge interest at the rate of 4% per annum above the Barclays Bank Plc base rate for the time being in force (calculated on a daily basis from the due date until payment).

**4. QUOTATIONS**

Any quotation, unless previously withdrawn, will be valid for any order made pursuant to it within 30 days of its date.

Any price quoted in any quotation shall apply only to the quantities of Goods and Services specified in such quotation. In the event of the Buyer placing an order for a smaller quantity, **R2G2** reserves the right to re-quote for the order.

**5. DELIVERY**

Unless otherwise specified in writing, Goods are deemed to have been accepted upon delivery or collection.

**R2G2** shall use all reasonable endeavours to effect delivery on or before the date for delivery quoted but the time of delivery shall not be of the essence and **R2G2** shall not be liable for any loss or damage whatsoever arising from any failure to effect delivery by such date.

**6. CARRIAGE AND RISK**

Risk in the Goods shall pass to the Buyer upon delivery to the carrier, or upon notification by **R2G2** of readiness for collection. The Buyer hereby accepts the general conditions of any carrier employed.

Neither the carrier nor **R2G2** shall be liable for any loss or damage to any Goods in transit or for shortage on delivery unless notice in writing is given to **R2G2** and to the carrier within 5 working days of delivery or, in the case of total loss of the Goods, within 14 days of the date of despatch and the Buyer takes such other steps as may be necessary to preserve any claim against the carrier.

**7. RETENTION OF TITLE**

Until such time as all payment due from the Buyer to **R2G2** for the supply have been received in full the Buyer shall hold the Goods in a fiduciary capacity as bailee for **R2G2**; and

legal and beneficial title to the Goods shall remain with **R2G2** and the Buyer shall store the Goods in such a way that they may be clearly identified as the property of **R2G2** and as against the unpaid invoices of **R2G2**; and

**R2G2** reserves the right to dispose of the Goods and may, at the Buyer's sole expense retake possession thereof at any time and for that purpose may by its servants or agents enter upon any land or premises occupied by the buyer; and without prejudice to the foregoing the Buyer shall be entitled to sell the Goods in the normal course of business provided that any monies so received shall be held separately in an account opened for that purpose on behalf of **R2G2** to whom the Buyer shall have a fiduciary duty to account to the extent of its indebtedness to **R2G2**.

From the date of its delivery the Buyer shall insure and keep fully insured the Goods against all and every risk, and shall be responsible for the maintenance and care of the Goods and for any storage costs in respect thereof. The Buyer will indemnify **R2G2** against any depreciation in the value of the Goods and for any damage caused to them before payment in full of the contract price has been made.

**8. INTELLECTUAL PROPERTY RIGHTS**

**R2G2** retains all proprietary rights in and to all specifications, designs and engineering details relating to the Goods, all software and firmware designed by **R2G2**, all manuals marked as proprietary to **R2G2**, and all discoveries, inventions, patents, copyright, registered designs and other intellectual property rights in the Goods, except where those intellectual property rights resulted directly and entirely from work carried out pursuant to a contract for Services from the Buyer to **R2G2**, and unless otherwise agreed in writing by **R2G2**.

The Buyer acknowledges that any contract for the sale and purchase of Goods shall not operate so as to transfer to or vest in the Buyer any patent, copyright, registered design or other intellectual property rights in the Goods whatsoever.

**9. CONFIDENTIALITY**

The Buyer shall not divulge or communicate to any person (other than as permitted or provided by these Terms and Conditions or with the written authority of **R2G2** or as may be required by law) any confidential information concerning the Goods and Services or other products, customers, business, accounts, financial or contractual arrangements or other dealings, transactions or affairs of **R2G2** which may come to the Buyer's knowledge as a result of the sale or supply of Goods and Services to the Buyer and the Buyer shall use his best endeavours to prevent the unauthorised publication or disclosure of any such information or documents and to ensure that any person to whom such information or documents are disclosed by the Buyer is aware that the same is confidential to **R2G2**.

The Buyer shall ensure that its employees are aware of and comply with the confidentiality and non-disclosure provisions contained herein. In the event of any breach of confidence by any of the Buyer's employees the Buyer shall promptly notify **R2G2** and shall indemnify **R2G2** against all loss or damage which **R2G2** may sustain or incur as a result of any such breach of confidence.

This condition shall survive the termination of any contract incorporating these Terms and Conditions but the restrictions shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure.

**10. WARRANTY**

**R2G2** will repair or replace at its own discretion any Goods supplied which prove to be faulty within three months of delivery provided that:

They have not been misused neglected damaged or modified and

The defect does not arise from incorrect or inadequate information from the Buyer with regard to the installation or system or from accident, fire or other hazard and

They are returned to **R2G2** carriage paid and

**R2G2's** payment terms are being fully complied with and

The claim is made within ten days of the discovery of the defect.

**R2G2's** liability hereunder shall be in lieu of any other warranty or condition, expressed or implied by law or otherwise with respect to the Goods and Services or any liability imposed by common law, statute or otherwise and **R2G2** hereby excludes all such warranties and conditions and shall not be liable to the Buyer for any loss or damage whatsoever (including without prejudice to the generality of the foregoing any liability in contract, negligence or any other tort for indirect consequential or economic loss or for loss of profit or opportunity of any kind) arising directly or indirectly in connection with the contract, the Goods and Services or otherwise except in so far as any exclusion or limitation of **R2G2's** liability hereunder is prohibited, void or unenforceable by law.

In the case of branded goods and bought-in components supplied to **R2G2**, the Buyer shall only be entitled to such warranty as may be given by the supplier thereof to **R2G2** and any other rights in law which **R2G2** may have against the supplier or manufacturer thereof.

**11. COMPLIANCE WITH LAWS AND REGULATIONS**

The Buyer will not knowingly sell the Goods and Services to any person where such a sale may be or may result in a sale to an end user which may put **R2G2** in breach of any laws, embargoes or regulations from time to time of any relevant jurisdiction. The Buyer shall be responsible for complying with any legislation or regulation governing importation of Goods into their country of destination or out of the United Kingdom and for payment of any duties thereon.

Any licence required to enable the Buyer to acquire or **R2G2** to sell goods to the Buyer shall be obtained by the Buyer.

**12. FORCE MAJEURE**

**R2G2** shall not be liable to the Buyer for non-performance or delay in performance or for any loss or damage to any Goods due to acts of God, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery or sub-contractors or sub-suppliers, shortage of labour or materials, confiscation, prohibition of export or import or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of **R2G2**.

**13. ASSIGNMENT**

The Buyer may not assign all or any of its rights title or interest under these Terms and Conditions or any contract incorporating the same or transfer any of its obligations thereunder without **R2G2's** prior written consent and any assignment or transfer made by the Buyer without such consent shall be void and of no effect.

**14. DEFAULT OF BUYER**

If the Buyer shall make default in or commit a breach of these Terms and Conditions or of any of its obligations to **R2G2** under any contract incorporating the same, or if the Buyer shall make or offer to make any arrangement or composition with its creditors or become bankrupt, or if the Buyer shall be a limited company and any resolution or petition to wind up the Buyer (other than for the purpose of a voluntary solvent amalgamation or reorganisation) shall be passed or presented or if a receiver or administrative receiver is appointed over all or any part of the Buyer's undertaking property or assets or if the Buyer shall become subject to any administration order, **R2G2** shall have the right to terminate any contract with the Buyer forthwith upon written notice to the Buyer's last known address and such termination shall be without prejudice to any claim or right which **R2G2** may have accrued prior to the date thereof.

**15. WAIVER OF BREACH**

No forbearance, delay or indulgence by **R2G2** in enforcing the provisions of these Terms and Conditions or any contract incorporating the same shall prejudice or restrict the rights of **R2G2** nor shall any waiver of its rights operate as a waiver or any subsequent breach.

**16. GENERAL**

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

**17. GOVERNING LAW**

These Terms and Conditions and any contract between **R2G2** and the Buyer incorporating the same shall in all respects be construed and operated as a contract made in England and shall be governed by English law.