

Terms and Conditions of Sale of Icon Research Ltd

1. **General.** All sales made by Icon Research Ltd are made subject to the terms and conditions as contained herein. If any condition is contradictory to a customer's condition of supply, then the customer's condition shall be valid only if expressly acknowledged by us in writing. These terms and conditions shall prevail if any contradictions or uncertainties should arise.
2. **Quotations.** Quotations given by us are valid for 30 days. No quotation given by Icon Research Ltd shall form an offer of acceptance by the customer. A binding contract for sale shall only be created upon acceptance in writing by Icon Research Ltd of the customer's order or other offer to purchase. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Icon Research Ltd shall be subject to correction without any liability on the part of Icon Research Ltd.
3. **Price.** Unless expressly stated otherwise in any quotation issued by Icon Research Ltd to the customer, all prices are in the indicated currency, ex-works (EXW) East Calder, West Lothian, Scotland. Packaging and delivery will be charged at cost. Any applicable value added tax or any other sales tax is in addition to the quoted price.
4. **Payment Terms.** Unless credit facilities have been granted to the customer or unless otherwise specifically provided in writing, payment is due prior to delivery of the goods. Where Icon Research Ltd has granted the customer a credit facility, payment is due 30 days from date of invoice unless agreed otherwise in writing.
5. **Overdue Accounts.** For payments delayed beyond 30 days or alternative agreed credit terms, the customer shall be liable, without reminder, for default interest at a rate of 8% above the Bank of England's base rate with effect from the date on which the payment was due.
6. **Delivery Times.** Whilst we will do our best to adhere to any promise of delivery time, the delivery time shall not be deemed to be of the essence of the contract nor shall the delay be grounds for a claim for damages or the cancellation of the order. Part shipments are allowed.
7. **Quantities Delivered.** Invoicing of deliveries is performed according to actual delivery quantity and at the unit prices as quoted.
8. **Returned Goods.** We accept returned goods only if an appropriate RMA number has been issued. We accept no returns for any products specifically manufactured for the customer. Material received without any prior authorisation will be returned at the customer's expense. A fee for administrative cost and product inspection will be levied on the customer.
9. **Warranty.** Provided that no special terms are agreed upon for individual categories or items of equipment, the following conditions apply. Icon Research Ltd warrants all Icon products to be free from defects in material and workmanship. All such products are warranted only under normal use and service. The warranty period is 12 months from delivery date. When returning items under warranty, said equipment should be returned to Icon Research Ltd prepaid. Full details relative to the claim or malfunction shall accompany the shipment. Express authority from Icon Research Ltd shall be obtained before goods are returned for replacement or repair under warranty. Settlement will be made at Icon Research Ltd's discretion, either through repair or replacement of the item in question or by credit. Damage occurring through misuse or mishandling will not be covered by this warranty. This warranty is in lieu of all warranties expressed or implied, and of all obligations or liabilities on the part of Icon Research Ltd for damages following the use or misuse of items supplied. Any unauthorised disassembly or attempt at repair shall void this warranty.
10. **Limitation of Liability.** Icon Research Ltd shall not be liable for any consequential or indirect loss or loss of profit suffered by the customer in relation to goods supplied. Icon Research Ltd's total liability to the customer for any default act or omission in connection with the contract and the provision of the goods shall be limited to the price paid. No warranties, representation, guarantees and proposals, oral and written, or other term or conditions shall be of any force or effect or binding on Icon Research Ltd. No failure by Icon Research Ltd to enforce any provision herein will constitute a waiver of such provision or effect in any way the company's rights to require performance of such provision at any time in the future.
11. **Disclaimer.** Condition monitoring products supplied by Icon Research Ltd do not eliminate the need for careful monitoring and maintenance of equipment. Certain types of equipment failure cannot be detected until they have occurred. Condition monitoring products can only monitor equipment and signals they are designed and configured to monitor and are not guaranteed to be free of error. Accordingly, Icon Research Ltd makes no representations or warranties that the product will detect all equipment failures or malfunctions and the company expressly disclaims any liability for any and all damage resulting from any such failure or malfunction.
12. **Damage to Shipments and Missing Items.** Damage to goods shipped or any claims for items missing must be submitted in written form within 14 days of receipt of goods. We reserve the right to make goods claims, as we deem proper, either by replacement or crediting.
13. **Retention of Title.** Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the customer until Icon Research Ltd have received full payment for the goods.
14. **Force Majeure.** Icon Research Ltd shall not be liable to the customer or be deemed to be in breach of the contract by reason of any delay in performing, or failure to perform, and of Icon Research Ltd's obligations in relation to the goods, if the delay or failure is due to any cause beyond the reasonable control of Icon Research Ltd.
15. **Insolvency, Bankruptcy.** Icon Research Ltd have the right to terminate the contract forthwith where the customer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or enters into liquidation in any of which cases Icon Research Ltd shall have no further obligation and the price for all goods delivered shall become immediately due and payable.
16. **Technical Specifications.** Icon Research Ltd reserves the right to modify any specification without notice. Information provided in brochures, documentation and on the company website are not binding.
17. **Law.** These conditions shall be governed and construed in accordance with Scottish Law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the Scottish Courts.

15th May 1999