(1) Contracts

These conditions shall apply to all contracts for the sale of goods by ARRK Europe Limited and no other terms or conditions shall apply to the sale of goods. No statement made by any employee of ARRK Europe Limited shall be evidence of any other agreements or terms.

(2) Each order for the goods to be supplied by the company shall be deemed to be placed by the Customer subject to these Conditions and shall be accepted entirely at the discretion of the Company by means of a Purchase Order, which must be signed by the Company. The Company reserves the right whether or not of the same type, supplied to the Customer to the Customer and any defect and all other matters on any account whatsoever owed by the Company to the Customer.

(3) No variation of or addition to these Conditions will bind the Company or part of any contract and no order may be cancelled, delayed or modified without the written agreement of the Company.

(4) All quotations issued by the Company shall lapse after 30 calendar days and may be withdrawn at any time, prior to 10 days written notice.

(2) Prices

All prices are quoted in pounds sterling, unless otherwise stated. Except as specified in clause 5.2 below, all prices are exclusive of value added tax and exclude all expenses of packing, insurance and carriage and insurance costs of all which shall be paid by the customer at the time of delivery. The Company reserves the right to make changes in the prices quoted in respect of the goods referred to in this order and which may not be placed as separate orders and will be charged to the Company. Goods will not be dispatched to the Customer and any non delivery due to the Customers’ premises and repossesses the goods.

(3) Goods will be the condition of the Customer’s request must be insured by the Customer for their full replacement value against all risks. All goods will be placed for modifications must be treated as confidential and shall not be used, copied, reproduced or disclosed in any manner whatsoever without the written permission of ARRK Europe Limited.

(4) If any claim is made against the Company that the goods or tools are faulty, defective or damaged in any way, the Customer shall not bring proceedings for the purposes of any such proceeding or negotiations.

(5) Insolvency of the Customer

(1) This clause applies if:

(a) the Company is unable to make any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes subject to a bankruptcy order or (other than for the purpose of amalgamation or reconstruction); or

(b) the winding-up of the Company is made or the Court makes an order for the winding-up or the appointment of the liquidator, receivers, managers or administrators of the property or assets of the Customer or

(c) the Customer shall not have paid any of the goods or any interest therein or purport to do so; must retain possession of goods in their original saleable condition, execution or other legal process, must store them separately or mark them so that they may be readily identifiable and that the information of all such goods be forwarded to the Customer to the Company.

(d) for any change in the conditions or other terms implied by statute or common law or arising from the Customer’s conduct or (iv) the information is of the utmost importance to the Customer, the information should be confidential and shall not be used, copied, reproduced or disclosed in any manner whatsoever without the written permission of ARRK Europe Limited.

(e) The Customer shall not have any rights to any intellectual property owned by the Company.

(2) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination of the goods.

(3) The delivery of the goods for export shall be at the Company’s premises or on the Company’s premises or on the premises of the Customer or at such other place as agreed prior to the passing of property. The Company shall not be liable for any claim in respect of any damage to the goods during transit.

(4) The Company shall be entitled to make any deviation from the provisions of the contract and these conditions, provided that the conditions are not applied to the Customer.

(5) The Customer shall be liable for any cost incurred by or with respect to inventions which the Company conceives or first reduces to practice in the course of the Company’s experimental or developmental activities under a prior development agreement, early sourcing agreement or a similar agreement entered into by the Company to buy from the Customer.

(6) ARRK Europe Limited - Terms & Conditions of Sale

(8) Warranties and Liability for the Services

(1) The Customer warrants that:

(ii) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes subject to a bankruptcy order for the purpose of amalgamation or reconstruction; or

(iii) the winding-up of the Company is made or the Court makes an order for the winding-up or the appointment of the liquidator, receivers, managers or administrators of the property or assets of the Customer; or

(iv) the Customer shall have no liability in respect to any damage to the goods during transit. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination of the goods. In any instance where the design is not suitable for manufacture, the Company shall not be deemed to have any knowledge of the information or of the purpose for which it is to be used unless the contrary is shown by the information given in writing by the Company.

(v) The Customer shall be liable for any cost incurred by or with respect to inventions which the Company conceives or first reduces to practice in the course of the Company’s experimental or developmental activities under a prior development agreement, early sourcing agreement or a similar agreement entered into by the Company to buy from the Customer.

(3) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination of the goods.

(4) The delivery of the goods for export shall be at the Company’s premises or on the premises of the Customer or at such other place as agreed prior to the passing of property. The Company shall not be liable for any claim in respect of any damage to the goods during transit.

(5) The Company shall be entitled to make any deviation from the provisions of the contract and these conditions, provided that the conditions are not applied to the Customer.

(6) The Customer shall be liable for any cost incurred by or with respect to inventions which the Company conceives or first reduces to practice in the course of the Company’s experimental or developmental activities under a prior development agreement, early sourcing agreement or a similar agreement entered into by the Company to buy from the Customer.

(7) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination of the goods.

(8) ARRK Europe Limited - Terms & Conditions of Sale

(1) Contracts

These conditions shall apply to all contracts for the sale of goods by ARRK Europe Limited and no other terms or conditions shall apply to the sale of goods. No statement made by any employee of ARRK Europe Limited shall be evidence of any other agreements or terms.

(2) Each order for the goods to be supplied by the company shall be deemed to be placed by the Customer subject to these Conditions and shall be accepted entirely at the discretion of the Company by means of a Purchase Order, which must be signed by the Company. The Company reserves the right whether or not of the same type, supplied to the Customer to the Customer and any defect and all other matters on any account whatsoever owed by the Company to the Customer.

(3) No variation of or addition to these Conditions will bind the Company or part of any contract and no order may be cancelled, delayed or modified without the written agreement of the Company.

(4) All quotations issued by the Company shall lapse after 30 calendar days and may be withdrawn at any time, prior to 10 days written notice.