

Terms & Conditions of Sale

1. Definitions

"Catalogue" means the catalogue (in whatever form, whether paper or electronic) in which these Conditions are set out.

"Company": Nadetech Innovations, S.L. with address Plaza CEIN 5, Nave B3 31110 Noain Navarra, Spain, and CIF B-71064406

"Conditions" means these terms and conditions.

"Contract" means any contract between the Company and the Customer for the sale and purchase of Supplies.

"Customer" means the person(s) or company whose order for the Supplies is accepted by the Company.

"Goods" means any goods supplied or to be supplied by the Company to the Customer.

"Services" means any services supplied or to be supplied by the Company to the Customer.

"Supplies" means any Goods or Services.

"in writing" includes electronic communications.

2. Conditions

All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Customer or set out in the Customer's standard terms and conditions. If there is any conflict between

- the other provisions of this Catalogue and these Conditions; or
- the provisions of the order and these Conditions. These Conditions will prevail unless the Company agrees otherwise in writing. Together with any terms accepted by the Company in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorized in writing by a director of the Company.

3. Prices

Prices for Goods are in €, exclusive of VAT, which will be added at the time of dispatch.

The Company has used all reasonable endeavors to ensure that prices for Goods are accurately set out in the Catalogue but reserves the right to change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted.

4. Payment

The Customer shall pay the price within 30 days of the date of the Company's invoice, without any deductions, withholding or set off. The Company reserves the right to request payment in advance.

Time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to:

- cancel the order or suspend any further deliveries or performance;
- appropriate any payment made by the Customer to such of the Goods (or the Goods made under any other contract) as the Company may think fit; and
- charge interest (both before and after any judgment) on the amount unpaid at the rate of 5% per annum above the base rate from time to time of HSBC Bank plc until payment is made in full. If legal action is taken to recover monies due to the Company then the Company reserves the right to charge the Customer an administration fee to cover all and any costs incurred.

5. Orders

The Company reserves the right to decline to trade with any company or person.

Once accepted, no order may be cancelled without the prior written agreement of a director of the Company.

Orders for Goods are usually accepted by the Company by dispatching the Goods provided.

6. Delivery

Delivery will be made to the address specified by the Customer. The Company may use any method of delivery available to it. The Company will use reasonable endeavors to meet delivery and/or performance estimates but, except as set out in 7 below, in no circumstances shall it be liable to compensate the Customer for nondelivery, non-performance or late delivery or performance. Time for delivery and/or performance will not be of the essence. The Company reserves the right to delay dispatch for a number of reasons, including to perform any necessary credit or antifraud checks or procedures or to ensure that payment has been received in cleared funds in full. Where dispatch is delayed for such reasons, the Company will use reasonable endeavors to inform the Customer.

7. Inspection, defects and non delivery

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery or, in the case of Services, performance and, except as set out in 11 below, the Company shall not be liable for any defect in the Supplies unless written notice is given to the Company within 10 days of the date of inspection.

The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 10 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Subject to condition 7 below, the liability of the Company for non-delivery or non-performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition 7 will be limited to replacing the Goods or re-performing the Services within a reasonable time or to refunding the price they paid in respect of such Goods.

8. Returns

Prior to returning any Goods to the Company for any reason, the Customer must contact the Company to obtain a returns authorization number ("RMA"). All Goods are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return.

The Company operates a 21 day return policy. To be accepted for return on this basis, Goods should be returned for receipt by the Company within 21 days of dispatch. The Customer should return the Goods to the Company at the address to be notified in writing clearly quoting the Returns Material Authorization Number (RMA), Customer's account number and order number on the outside of the package.

Any Goods returned after 21 days as 'unwanted' or 'incorrectly ordered' may be accepted at the discretion of the Company but will be subject to a minimum restocking fee of 20% of the invoice value of the Goods or 10€, whichever is the greater.

9. Risk and ownership

The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from the Company's carriers at the Customer's premises. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever. Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods.

10. Performance and fitness for purpose

Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Goods to comply with such criteria, whether attributable to the Company's negligence or otherwise. The responsibility for ensuring that Goods are sufficient and suitable for a particular purpose is the Customer's, unless specifically stated in writing by a director of the Company. Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a director of the Company is acted on entirely at the Customer's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in Condition 12, the liability of the Company to the Customer, should any warranty, statement, advice or recommendation confirmed in accordance with this Condition 10 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Goods or, at the Company's option, the supply of replacement Goods which are sufficient and suitable.

11. Warranty/Guarantee

The Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the Customer has failed to notify the Company of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within 12 months of the date of dispatch of the Goods or performance of the Services.

Any Goods repaired under this Condition 11 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Goods. Any Goods which have been replaced will belong to the Company. The Customer grants to the Company and its employees, agents and representatives a right to enter onto its premises to affect any repair or replacement under this Condition.

Except as set out in 12 below and 7 above, this Condition is the Company's sole obligation and the Customer's sole remedy for defective Goods and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

12. Exclusion of Liability

The Company does not exclude its liability to the Customer for any reason that would be illegal for the Company to exclude its liability or attempt to exclude its liability.

Except as provided in Conditions 7 (Inspection, defects and non delivery), 10 (Performance and fitness for purpose), and 11 (Warranty/Guarantee) and Condition 12), the Company will be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) Save as set out in Condition 12 the Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing Goods or in the case of Services, re-performing the Services or, at the Company's option, refunding monies already paid in respect of the Goods.

13. Intellectual property rights

The Goods in this Catalogue may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights utility rights, database rights and or other rights of third parties. No right or license is granted to the Customer, except the right to use the Goods or re-sell the Goods in the Customer's ordinary course of business. The Company shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising. The Company owns full copyright in respect of this Catalogue and its reproduction in whole or part is prohibited without the Company's prior written consent.

14. Use of Personal Data

The Company shall have the right to process and store such data within the meaning of the Data Protection Act that it has received in the context of the business relationship with the Customer.

15. Force majeure

The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under these Contract if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour). The Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

16. Legal construction

All Contracts shall be governed by and interpreted in accordance with Spanish law and the Customer submits to the jurisdiction of the Spanish Courts.

17. General

Any provision of these Conditions of Supply which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions of Supply and the remainder of such provision shall not be affected.

Failure by the Company to enforce or partially enforce any provision of these Conditions of Supply will not be constrained as a waiver of any rights under these Conditions of Supply.

The Company shall be entitled, without the consent of or notice to the Customer, to assign the benefit, subject to the burden, of these Conditions and/or any Contract to any company in its group (as defined in section 53(1) of the Companies Act 1989) at any time.