

## Precision Test Systems Terms and Conditions of Sale

1.0 Sale of goods, services and supplied software are made according to the following conditions:

### 1.1 Definitions

**Buyer:** Means the person or company that accepts the quotation of the seller for the sale of goods.

**Goods:** means the goods, including any parts for them, or services for their installation, which the seller is to supply in accordance with these terms and conditions of sale.

**Seller:** Precision Test Systems Ltd. Registered in the UK, registration number 4177141.

### 2.0 Warranties and limitation of warranty

2.1 Seller warrants that the goods sold shall remain free from defects in workmanship and material for one year. This may be extended to three years under special circumstances, when given in writing, by the seller.

2.2 The warranty only applies if the goods are used in accordance with the sellers' instructions.

2.3 The warranty only extends to the repair or replacement of defective goods. Sellers' liability shall not exceed the goods sale price. Seller shall determine whether goods are repaired or replaced. All transport charges for any warranty repairs shall be borne by the buyer.

2.4 Software. Any software supplied by the seller is used by the buyer at the buyers' risk. No warranty is made by the seller that the software will work on every computer, or that it is virus free. However, the seller will do all in its power to remedy any buyer problems.

2.5 The warranty only applies to the goods sold by the seller. No consequential damages will be paid by Precision Test Systems.

2.6 Disclaimer of warranty. The seller disclaims all other warranties, representations that are expressed, implied, statutory or otherwise.

2.7 Any occurrence of fire, theft, explosion, riot, strike or any other act of god will not constitute any grounds for warranty claims by the buyer.

### 3.0 Terms

3.1 Unless otherwise stated, all sales shall be cash in advance of delivery. If terms are granted by the seller to the buyer, terms are 30 days net. If payment is made late, any warranties will automatically be forfeited. Interest at the rate of 2% per month may be charged on any outstanding account.

### 3.2 Taxes

All prices quoted are free of VAT, GST or any other tax, including customs charges.

### 3.3 Delivery Dates

All delivery dates are approximate. The seller will do its best to deliver goods on time, but will not incur any liability if delivery is late for any reason. Seller reserves the right to deliver in part shipments.

### 3.4 Shipment Risk of Loss

The buyer is liable for any risk or damage to the goods once it leaves the seller's premises. Therefore, the seller is encouraged to take out insurance to cover them for this loss.

### 3.5 Retention of Title

The goods only become the property of the seller when the account is paid in full, for the goods.

### 3.6 Rejection of Goods by Buyer

The buyer may not reject any goods unless any non-conformity is substantial. Any non-conformity in one part of a shipment shall not constitute the right of the buyer to reject the whole batch. No rejections can be made by the buyer, for any reason, if the goods are especially designed for the buyer. Therefore any special designs are for the entire risk of the buyer.

### 4.0 Order Acceptance and cancellation

The buyer automatically accepts these terms and conditions of sale once an order is placed with the seller. All orders received by the seller, whether verbal or written are based on the seller's quotation or latest price list and to all parts of this agreement. A cancellation fee may apply if an order is cancelled within five days of it being placed. No cancellation is allowed after five days unless confirmed in writing by the seller. Any goods especially designed by the seller for the buyer (specials) cannot be cancelled for any reason.

### 5.0 Buyer Insolvency

In the event of the buyers' insolvency, the seller reserves the right to cancel any contracts, and recover any unpaid goods.

## 6.0 General Provisions and Assumptions

6.1 The buyer is not able to transfer the rights of this agreement to any other entity without the written permission of the seller.

6.2 Paragraph headings are used for convenience only. They are not intended to alter or affect the meaning of this agreement.

6.3 The invalidity of any one part of this agreement shall not affect the invalidity of the whole agreement.

6.4 Communication between the seller and the buyer shall be by post, facsimile or email. Any such notice given by the seller is deemed to have been received by the buyer within three days of it being sent, unless a rejection notice is received by the seller. No communication sent to the seller is deemed to have been received unless the seller acknowledges receipt, either by post, email or facsimile.

6.5 The seller, under its discretion, may relax any part of this agreement. However, any relaxation does not mean any other part of the agreement is relaxed.

6.6 This entire agreement is subject to the laws of the United Kingdom only.

Precision Test Systems manufacturers Frequency Standards, Distribution amplifiers,

Frequency Counters, Spectrum Analyzers, Field Strength Meters, Signal Generators and

other types of electronic test and measurement equipment.

## 7.0 SOFTWARE LICENSE AGREEMENT

The copyright in the information stored on any supplied Disk or downloaded from our website('the Software') is owned by Precision Test Systems Ltd ('the Owner'), or have been licenced by third party suppliers of Precision Test Systems. You may not load the Software into any computer or copy it without the license of the owner.

When software is supplied by Precision Test Systems, it is offered to the end user as a non-exclusive license as per the terms of this Agreement.

### 7.1. License

You are permitted to load the Software and use it on a computer, which is owned by you at your premises.

#### 7.2 You are not permitted:

to sell, rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation;

Except as expressly provided in this agreement, to use, reproduce or deal in the Software in any way.

#### 7.3. Acceptance

You shall be deemed to have accepted the terms of this agreement by loading the Software into any computer.

#### 7.4. Term

This license is effective until you terminate it by destroying the Software and its documentation together with all copies. It will also terminate if you fail to abide by this Agreement. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

#### 7.5. Ownership

You only own the Disk (or authorized replacement) on which the Software is recorded. You may retain the disk on termination provided the Software has been erased. The Owner shall at all times retain ownership of the Software as recorded on the original Disk and all subsequent copies thereof regardless of form. This Agreement applies to the grant of the license only and not to the contract of sale of the Disk.

#### 7.6. Use

You may only use the Software for purposes of your own business.

#### 7.7. Assignment

Your rights and obligations set out in this license may not be assigned or delegated without the Owner's prior written consent.

#### 7.8 Liability

Whilst the Owner has taken reasonable steps to ensure the correct operation of the software, the Owner does not warrant that the Software or any information contained in or shown by the Software will meet your requirements or be error-free or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will the Owner be liable to you for any loss or damage of any kind including loss of profits or other consequential loss arising your use of or inability to use the Software or from errors or deficiencies in it whether caused by negligence or otherwise or arising from any use of the Software in conjunction with any other software program.

### 7.9 Responsibility

It is your responsibility to check the Software to your satisfaction against the presence of computer viruses. Whilst the Owner has taken precautions to avoid the incorporation of any such virus, it is strongly recommended that you check the Software with appropriate high-quality virus-checking materials. The Owner accepts no responsibility for any loss, damage or expense of any kind arising from the presence of any such virus.

7.10 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.