

1. Interpretation

1.1 In these Conditions:

"ACKNOWLEDGEMENT OF ORDER" shall mean the document by which the Seller's authorised representative accepts the Order.

"BUYER" shall mean the purchaser of the Goods from the Seller.

"CONDITIONS" means the terms and conditions of sale set out herein and includes any special terms and conditions included in the Acknowledgement of Order.

"CONTRACT" shall mean the contract for the sale and purchase of the Goods made pursuant to these Conditions.

"DELIVERY" shall mean delivery of the Goods or any part of them in accordance with clause 6.1 of these Conditions.

"DELIVERY DATE" shall mean the date or period for Delivery set out in an Acknowledgement of Order or which is otherwise agreed by the Seller and the Buyer.

"FORCE MAJEURE" shall mean any circumstances beyond the reasonable control of the Seller.

"GOODS" shall mean the goods which the Seller has agreed to supply to the Buyer pursuant to these Conditions.

"INFORMATION" shall mean any and all IPR, technical or commercial data, know-how, show-how, formulae, processes, designs, photographs, drawings, specifications, samples, details of customers and suppliers, pricing information, samples, prototypes and other sensitive business information and any other information of a confidential nature together with any experimental or test data and results produced by the Seller as a result of it carrying out necessary tests for the purposes of performing the Contract which either directly or indirectly is disclosed by or on behalf of the Seller to the Buyer or to any person on behalf of the Buyer orally, in writing, by physical embodiment, by data transmission or in any other way.

"INTELLECTUAL PROPERTY RIGHTS" ("IPR") shall mean all patents, trade marks, service marks, design rights (whether patentable, registrable or otherwise), applications for any of the foregoing copyright, know-how, trade or business names, rights in databases, topography rights and other similar rights or obligations whether registrable or not in any country (including, but not limited to the United Kingdom). "LOSS" shall mean all actions, claims, demands, losses (direct, indirect, consequential or otherwise), expenses, costs, actions and proceedings.

"ORDER" shall mean the Buyer's order for Goods.

"SELLER" shall mean Hellermann Tyton, a Division of Spirent PLC, a company registered in England and Wales under company number 470893 and having its registered office at Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL.

"SPECIFICATION" shall mean the description of the Goods set out in the Acknowledgement of Order pursuant to clause 3.4.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2000. Unless the Contract otherwise requires any terms or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail.

2. Basis of Sale

2.1 These Conditions together with the Seller's Acknowledgement of Order apply to all Contracts between the Seller and the Buyer and shall prevail and be effective notwithstanding any variations or additions whether contained or referred to in the Buyer's order, or other document submitted by the Buyer including without limitation any standard conditions of purchase of the Buyer, acceptance of quotation or in correspondence or elsewhere, or implied by trade, custom, practice or course of dealing, and shall supersede all other and any prior promises, representations or undertakings.

2.2 No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations or recommendations concerning the Goods unless confirmed by a duly authorised representative of the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed. For the avoidance of doubt, nothing herein contained shall be deemed to exclude the Seller's liability due to fraudulent misrepresentation.

2.4 Any typographical clerical or other error or omission in any sales literature quotation price list Acknowledgement of Order invoice or other documentation or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

3.1 Every acceptance by the Buyer of any quotation given by the Seller shall be deemed an offer by the Buyer to purchase Goods from the Seller and will not be deemed to be accepted by the Seller until a duly authorised representative of the Seller has provided an Acknowledgement of Order in relation to such offer by the Buyer.

3.2 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by an Acknowledgement of Order.

3.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.4 The quantity quality and description of and any specification for the Goods shall be those set out in the Seller's Acknowledgement of Order.

3.5 If the Goods are to be manufactured by the Seller in accordance with a specification or instructions submitted by the Buyer:

3.5.1 The Buyer shall indemnify the Seller against all Loss suffered by the Seller in connection with any claim by a third party that the manufacture and/or supply of the Goods to such specification or instructions infringes the rights of any third party; and

3.5.2 The Buyer shall be responsible for supplying reliable and accurate information to the Seller (including, without limitation, drawings, plans and designs) to enable the Seller to manufacture the Goods. The Seller shall be entitled to assume that all information supplied by the Buyer is true, accurate, complete and fit for the purpose for which it is supplied and that the Seller can rely on the same. The Seller shall not be liable for any Loss or delay in Delivery of the Goods which directly or indirectly arises from the Buyer's failure to supply accurate information at all or on time.