

I.O.O.SALES LTD - TERMS AND CONDITIONS OF SALE

1. Definitions

"The Carrier" means any individual, company or organisation carrying out delivery of the Goods.

"The Company" means I.O.O.Sales Ltd of 56-62 Newington Causeway, London SE1 6DS, England.

"The Conditions" means the terms and conditions of sale set out herein.

"The Contract" means any agreement for the purchase of Goods or Services.

"The Goods" means any equipment, parts or material to be supplied by the Company to the Purchaser.

"Product Literature" means any user operating or installation, instructions supplied with the Goods.

"The Purchaser" means the person, firm, institution, body or company to whom Goods or Services are supplied subject to the Conditions.

"The Services" means services of any description provided by the Company to the Purchaser.

2. **General** – Unless otherwise specifically agreed by the Company in writing, the Conditions shall apply to all contracts to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply in any document issued by the Purchaser including but without limitation those contained in any Order sent by the Purchaser. Acceptance of delivery of the Goods or commencement of the performance of the Services shall be deemed conclusive evidence of the Purchaser's acceptance of the Conditions. No particulars contained in any advertising matter, catalogues or other publication supplied by the Company (other than specifically referred to herein) or any verbal representation by an employee or agent of the Company shall form part of the Contract nor shall it be treated as constituting a representation on the part of the Company.
3. **Prices** - The Company reserves the right to amend any of its prices without prior notice. Orders are accepted on condition that Goods will be invoiced at prices ruling at date of delivery. Charges for carriage will be added to the prices quoted.
4. **Specifications** - In view of the Company's policy of product development, the right is reserved to alter the specification of any Goods without notice.
5. **Value Added Tax** - All orders for Goods and Services are subject to standard rate of VAT, where appropriate, on the nett invoice value. Tax point for VAT is as shown on the invoice.
6. **Terms of Payment** - Settlement terms are nett 30 days from date of invoice. In the event of payment not being received by the due date, the Company reserves the right to charge interest on sums owing at the rate of 8% above the Bank of England base rate from time to time in force and the Company may suspend deliveries or terminate the Contract in respect of any undelivered Goods or unperformed Services or terminate any other contracts or orders with the Purchaser.
7. **Ownership of Goods** - The risk in the goods passes to the Purchaser upon delivery, but beneficial ownership shall remain with the Company until payment in full of all sums due, including interest where payable, in accordance with Condition 6 above. The Purchaser shall, while property in the Goods remains with the Company pursuant to this Condition, hold the Goods on a fiduciary basis only and as a bailee only for the Company, keep the Goods protected and identified as the Company's property. The Purchaser may use or re-sell the Goods in the normal course of business but until the Company is paid in full the proceeds of any sale or insurance proceeds shall be held by the Purchaser in trust for the Company and the Company shall be entitled to trace all proceeds of sale in accordance with equitable principles. Until such time as the property in the Goods passes to the Purchaser, the Purchaser grants to the Company and its agents an irrevocable licence to enter the premises of the Purchaser to seize or remove any Goods not paid for in full at the time. Until such time as the company has been paid in full for the Goods the Purchaser shall insure the Goods to their full value against all risks and to the reasonable satisfaction of the Company and shall immediately pay all proceeds received under such insurance to the Company. The Purchaser will pursue all insurance claims as swiftly and efficiently as is practicable.

- 8. Warranty** - Unless otherwise agreed by the parties in writing, the warranty on the Goods is as stated in the Product Literature, save that where no Product Literature is provided, the Company warrants that it will provide for the replacement or repair, at its option of defective materials and defective workmanship in the Goods (which would not have been apparent on a reasonable examination of the Goods on delivery) for a period of twelve months from the date of delivery. The warranty will be invalidated in the event that a third party (other than a repair agent authorised by the Company) or the Purchaser attempts repairs on the Goods. The Company warrants that the goods will be fit for any use attributed to them by good optometric practice and not for any other use. Subject to the provision of this Condition 8 and any warrantee and conditions contained in any product literature all warranties and conditions implied by statute or otherwise are hereby excluded PROVIDED THAT nothing herein shall affect the statutory rights of the Purchaser dealing as a consumer. Where the Goods are supplied in or to a country which is not a member state of the EC any warranties in respect of the Goods provided hereunder shall only apply in that country.
- 9. Claims for Defects, Damage, Loss or Non-Delivery** - The Purchaser shall inspect all Goods on delivery and shall notify the Company of any alleged defect in materials or workmanship, damage or failure to comply with description or sample or shortage in quantity in writing within three days of physical receipt and the Purchaser shall notify the Carrier within seven days of physical receipt. It is agreed that the Purchaser waives any claims he may otherwise have had where claims have not been made in writing within the aforesaid period. The packaging and contents must be retained and the Purchaser shall give the company an opportunity to inspect the Goods within a reasonable time following delivery before any use is made of them. Without prejudice to the foregoing the Purchaser must advise the Company in writing, within seven days of the date of receipt of an invoice, of any non-delivery of entire batches of Goods. Notwithstanding the receipt by the Company of any such notice a clear signature on a Carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of cartons indicated thereon. If the Purchaser shall fail to comply with the foregoing the Goods shall conclusively be presumed to be in accordance with the Contract and free from any defect in materials or workmanship or damage which would be apparent on a reasonable examination of the Goods and the Purchaser shall be deemed to have accepted the Goods. If the Purchaser establishes to the Company's reasonable satisfaction that the Goods are not in accordance with the Contract or there is any defect in materials or workmanship, the Purchaser's sole remedy in respect thereof shall be limited as the company may elect, to making good any shortage, to replacing such Goods or refunding all, or part of, the Contract price against return of the Goods.
- 10. Returns** - Goods may only be returned to the Company with the prior consent of the Company and on terms to be determined at the absolute discretion of the Company and must be securely packed and, unless the carrier effecting the return is instructed by the Company, must be consigned carriage paid and fully insured. Goods returned without the prior approval of the Company may at the Company's absolute discretion be returned to the Purchaser or retained at the Purchaser's costs without prejudice to any rights or remedies the Company may have. In the case of computer software, once the appropriate security code or password has been provided to enable the software to be installed and run on a computer, returns will not be accepted.
- 11. Sub-Contracts** – The Company expressly reserves the right to sub-contract the performance of any Contract for the supply of Goods or provision of Services or any part thereof.
- 12. Force Majeure** – The Company shall not be liable for failure to deliver the Goods or supply the Services for any reason whatsoever outside the reasonable control of the Company including, without limitation to the generality of the foregoing, industrial action, war, governmental action, or regulation, or act of God, riots or non-availability of stocks or materials and any delays by third party manufacturers in supplying any parts or materials. Any such failure shall not affect the obligation of the Purchaser to pay for Goods already delivered or services already provided.
- 13. Law and Jurisdiction** - These conditions and the contract shall be governed in all respects by English law and any dispute hereunder shall be subject to the non-exclusive jurisdiction of the English courts.