

1. Definitions

In these conditions:

“the Company” means **ORBIT INTERNATIONAL PLC.**

“the Buyer” means any company, firm, individual or agent thereof to whom the Company’s acknowledgement of order, delivery note or invoice is addressed.

“the Goods” means the products (including any parts or accessories), materials and/or services to be supplied by the Company.

2. Applicability of Conditions

The Company concludes contracts for the supply of Goods subject only to these Conditions which are deemed to be incorporated in all contracts between the Company and the Buyer however concluded.

The Buyer accepts that these Conditions shall govern relations between himself and the Company to the exclusion of any other terms including, without limitation, conditions and warranties written or oral express or implied even if contained in any of the Buyer’s documents which purport to provide that the Buyer’s own Terms shall prevail. No variation or qualification of these Conditions or of any quotation or contract arising herefrom shall be valid unless agreed in writing by the Secretary or a Director of the Company.

3. Representations

The terms of the Contract between the Company and the Buyer consist only of those contained in these Conditions of Sale and confirmed in the Company’s acknowledgement of order. The Buyer shall not be entitled to rely on any other representations, statements or warranties whatsoever unless specifically confirmed by the Company in writing for the individual Buyer.

Any garment with embroidery and/or screen printing will not be accepted for credit but will be repaired and returned F.O.C..

4. Prices

(i) Prices contained in the Company’s price lists, catalogues, booklets, advertising matter or similar matter are for general guidance only.

(ii) If between the date of order of the Goods and the date of delivery of the Goods there is an increase in the cost of the Goods, packing, carriage, delivery, duty, tax or any other impost thereon (including a rise caused by the devaluation or revaluation of any currency) the price shall be adjusted by adding thereto the amount of any increase in such costs or levels whether or not such an increase was or should have been foreseeable by the Company.

(iii) If, however, it is expressly agreed in writing between the Company and the Buyer that the price of the Contract should be a fixed price and not subject to any variation either by rise or fall in the costs or levels referred to in (ii) above such fixed price will be the price of the Contract. If delivery of the order or any part thereof is delayed at the Buyer’s request the fixed Contract price or such proportion thereof as relates to the part delayed as aforesaid will be subject to the variation (if any) set out in (ii) herein and will be adjusted accordingly.

(iv) Unless otherwise stated prices do not include V.A.T. which will be chargeable at the date of despatch and/or performance of services as the case may be.

(v) If in the reasonable opinion of the Company the credit rating of the Buyer becomes unsatisfactory prior to delivery or if the Buyer fails to perform or observe any obligations on its part to be performed under this or any

other Contracts made with the Company the Company shall be entitled at its discretion to delay delivery of the Goods until payment thereof is rendered by the Buyer or until such obligations are duly performed or observed or by notice in writing to the Buyer unilaterally to cancel the Contract for the supply of goods.

5. Delivery

(i) Delivery will be effected by the Company at the Buyer's premises or to such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises or on being placed into custody on the Buyer's behalf and should be insured accordingly.

(ii) Notwithstanding the method of delivery the Buyer shall carefully examine the Goods on receipt of the same and shall give written notice of any short delivery or over delivery which must be received by the Company within 3 days of receipt of the Goods and in the case of any defects reasonably discoverable on careful examination written notice which must be received by the Company within 10 days of receipt of the Goods.

(iii) In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company then the risk of loss or damage of any kind in the Goods shall pass to the Buyer in whichever the following events occur earlier:-

(a) collection by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer.

(b) 7 days from the date of notice given by the Company that the Goods are ready for collection or despatch.

If the Goods shall not have been collected by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer within 7 days of the Company's written notice pursuant to sub-paragraph (iii) (b) herein then the Company may at any time thereafter send to the Buyer a further notice notifying the Buyer of the Company's intention to sell the same after expiration of a period of not less than 7 days from the date of the notice.

(iv) If the Buyer neglects to serve notice under sub-paragraph (ii) above of any over delivery then the Company may at its option either repossess the excess Goods or invoice them and be paid forthwith by the Buyer for the excess Goods at the price ruling at the date of delivery.

(v) The Buyer shall pay to the Company in addition to the purchase price charges properly incurred by the Company in connection with the carriage of goods ordered when the Goods ordered are valued at under £500 and/or are to be delivered to Northern Ireland, Eire and other export destinations. Goods valued at £500 and more are supplied free of carriage if delivered to the United Kingdom mainland only.

6. Payment

Unless expressly agreed in writing with the Buyer or stated on the face hereto payment shall be made for the Goods in full in sterling or the Buyer's currency at the option of the Company without any deduction of deferment on account of any disputes or cross claims whatsoever not later than 30 days following the date of the Company's invoice in respect of the Goods. Where full payment is not received by the due date interest may accrue on the sum outstanding at the rate of 2% per month calculated on a daily basis but without prejudice to the Company's rights to receive payments on the due dates.

7. Property in Goods

(i) Risk in Goods shall pass to the Buyer on Delivery and must be paid for notwithstanding the destruction thereof or any damage thereto however caused;

(ii) Title to Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for such Goods;

(iii) Until title to Goods has passed to the Buyer, the Buyer shall:

(a) hold such Goods on a fiduciary basis as the Company's bailee;

(b) store such Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to such Goods; and

(d) maintain such Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company. The Buyer shall obtain an endorsement of the Company's interest in the Goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Company to inspect such Goods and the insurance policy, but the Buyer may resell or use Goods in the ordinary course of its business.

(iv) If before title to Goods passes to the Buyer the Buyer becomes subject to any of the events in condition 7(v)

(a) to (d) then provided that such Goods have not been resold and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up such Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the relevant Goods are stored in order to recover them.

(v) This condition 7(v) shall apply if:

(a) the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or

(b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

(c) the Buyer ceases, or threatens to cease, to carry on business; or

(d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract (or any other uncompleted contract between the parties) or suspend any further deliveries under the Contract (or any other uncompleted contract between the parties) without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

(vi) In the event of the determination or repudiation of the Contract (howsoever occurring) the Company is hereby irrevocably authorised to enter on to the premises of the Buyer and repossess the Goods and any other goods in the Buyer's possession the property in which is vested in the Company.

(vii) The Buyer will keep the Goods free from and will indemnify the Company against any charge, lien or other incumbrance thereon.

8. Limitation

Except in respect of death or personal injury caused by the Seller's negligence, or liability for fraud or defective products under the Consumer Protection Act 1987, the Company shall in no circumstances be liable:

(i) for any consequential or special loss or damage or claim by the Buyer including without limitation, delay, detention, loss of production, loss of profit, loss of time, charges or liability to third parties;

(ii) for any loss or damage in excess of the contract price (or in the case of defect in a part only then the cost of manufacture of such part) and these limitations will apply (even in the case of breach of a fundamental term of repudiation by the Company and) even if further performance of the contract is frustrated;

9. Partial Completion

In the case of partial completion of an order the Company shall be entitled to a quantum meruit payment in respect of all work done by it without prejudice to its rights should non-completion be occasioned by the Buyer.

10. Force Majeure

The Company shall not be liable to the Buyer or be deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

(i) Act of God, explosion, flood, tempest, fire or accident;

(ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(iv) import or export regulations or embargoes;

(v) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

(vi) difficulties in obtaining raw materials, labour, fuel, parts or machinery;

(vii) power failure or breakdown in machinery.

11. General

(i) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier;

(ii) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable;

(iii) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;

(iv) A person who is not a party to the Contract shall not have any rights under or in connection with it;

(v) Unless otherwise provided in writing any written communication or notice under the contract shall be made or given by sending the same by ordinary prepaid first class letter post in the case of the Company to its current address and in the case of the Buyer to his last known address and if so sent shall be deemed to be made or given two days after the date when posted.

12. Law and Interpretation

The contract shall be governed by English Law and the Buyer shall submit to the non exclusive jurisdiction of the English Courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further.