

Antenova

Terms and Conditions of Sale

1. INTERPRETATIONS

For the purposes of this Contract the terms listed below shall bear the following meanings:-

- "Antenova" Antenova Limited, its assignees and successors in title.
- "Buyer" the person, firm or company purchasing the Products under the Contract.
- "Contract" the contract or contracts for the purchase of the Products by the Buyer comprising these Terms and Conditions and the Order.
- "Order" the Buyer's order for the Products as accepted by Antenova and attached to these Terms and Conditions.
- "Products" the Products to be purchased by the Buyer under the Contract according to the Specifications.
- "Specifications" the requirements as to category, quality and quantity of the Products (if any) specified by the Buyer and detailed in the Order.

2. GENERAL

- 2.1 The Products are sold upon these Terms and Conditions and no agent or representative of the Seller has any authority to vary or omit these Terms and Conditions or any part thereof. Any terms and conditions printed on the Buyer's order forms or in the correspondence of either party or elsewhere or implied (whether in writing or verbally) by trade, custom or practice or course of dealing, are binding only insofar as they do not vary from these Terms and Conditions and have been specifically agreed in writing by an authorised representative of the Seller and any purported provisions to the contrary are hereby expressly excluded.
- 2.2 These Conditions together with any particulars incorporated in the Order constitute the entire agreement between the parties concerning the supply of the Products and supersede any prior promises, undertakings, contracts, agreements or implications (whether written or oral). The Buyer hereby acknowledges that it has not entered into the Contract in reliance upon any representation other than those which have been reduced to writing and expressly included in this Contract.

3. QUOTATIONS, ORDERS AND ACCEPTANCE

- 3.1 Any quotations issued by Antenova do not constitute offers and Antenova reserves the right to withdraw or revise such quotations at any time prior to accepting the Buyer's order.
- 3.2 Antenova's acceptance of the Buyer's order shall be effective only where made in writing and signed by an authorised representative of the Buyer and the Contract shall not have been formed until such written acceptance is given.
- 3.3 Once accepted, the Order may only be varied with Antenova's prior written consent.
- 3.4 If the Buyer cancels the Order once accepted by Antenova, the Buyer shall be liable for (and shall promptly pay when invoiced for the same) all consequent costs incurred by Antenova preparing to fulfil the Order.

4. PRICES AND PAYMENT

- 4.1 The prices payable for the Products are quoted ex works and shall be those applicable at the time of despatch. Antenova reserves the right at any time to vary any price quoted, withdraw any discounts from its normal prices as listed or quoted and/or to revise prices to take into account increases in costs before delivery, the Customer's changed requirements (which shall only be incorporated if accepted in writing by Antenova) or any delay caused by the Customer's failure to supply instructions fully or promptly.
- 4.2 Prices are exclusive of packing, carriage, VAT and any other duty or tax payable by the Buyer, which shall be added to the price.
- 4.3 Payment of invoices shall be net 30 days from the date of the invoice and in full without any deduction or set-off.
- 4.4 If the Buyer fails to make due payment for any deliveries or instalments under this or any other Contract between the Buyer and Antenova, Antenova may delay, suspend or cancel deliveries under this or any other Contract in whole or in part at its option. Antenova may also exercise such rights if it has reason in its sole discretion to doubt the solvency of the Buyer, unless satisfactory security is provided or advance payment made.
- 4.5 Any extension of credit allowed to the Buyer may be changed or withdrawn at any time by immediate written notice.
- 4.6 If payment is not made in full by the due date stated on the invoice, Antenova reserves the right to charge interest to the Buyer at an annual rate of 5% above the base rate from time to time of Barclays Bank plc on the unpaid balance (such interest to accrue on a day to day basis from the due date of payment until receipt by Antenova of the full amount whether before or after any judgment).

5. DELIVERY

- 5.1 Antenova will use all reasonable endeavours to deliver at the time stated Provided That all necessary information is supplied to Antenova at the time that the order is placed by the Buyer, but time shall not be of the essence, and delivery dates shall be regarded as estimates only and not of any contractual effect.
- 5.2 Delivery shall be at the premises of the Buyer or at such other premises as are designated by the Buyer in writing and shall be at the cost and risk of the Buyer.
- 5.3 The costs of carriage and packaging will be charged to the Buyer on the invoice for the Products at the time of despatch. All packaging is non-returnable unless otherwise stated in writing.
- 5.4 Each delivery and the Order shall constitute a separate Contract under these Terms and Conditions and Antenova's failure to make any delivery in full, on time or at all shall not vitiate the Contract as a whole.

6. RISK AND TITLE TO PRODUCTS

- 6.1 Risk in the Products shall pass to the Buyer at the point they leave Antenova's premises. Property in the Products remains Antenova's and shall only pass to the Buyer upon full payment by the Buyer of all sums due (including any interest thereon). In the event of the Products being sold by the Buyer in such manner as to pass to a third party a valid title to the Products whilst any such sums are due as aforesaid, the Buyer shall be the trustee for Antenova of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate bank account. Antenova's rights under this Clause 6.1 shall attach to the proceeds of such sale.



Nothing herein shall constitute the Buyer the agent of Antenova for the purposes of any such sub-sale.

- 6.2 Before full payment being made as aforesaid, Antenova may at any time enter the Buyer's premises and repossess and remove the Products therefrom (and dispose of the same in any manner it may decide) and before such payment the Buyer shall keep such Products as fiduciary agents and bailee of Antenova separate and identifiable for this purpose.
- 6.3 Notwithstanding the provisions of this Clause 6 the Buyer shall be permitted to sell or use the Products with the prior written consent of Antenova Provided that such consent may be immediately terminated by Antenova in writing at any time and shall automatically terminate if the Buyer adopts a resolution for it to be wound up or if a petition is presented for the appointment of an administrator or a receiver or an administrative receiver is appointed in respect of any part of the Buyer's undertaking or assets or if the Buyer is unable to pay its debts within the meaning of Section 121 of the Insolvency Act 1986 (or any re-enactment of further enactment thereof) unless Antenova otherwise expressly agrees in writing to the continuation of such right of sale/use.
- 6.4 The Buyer shall insure and keep insured the Products to their full value against all normal commercial risks until the date that property in the Products passes from Antenova and shall whenever requested by Antenova produce a copy of the policy of insurance.

7. NOTIFICATION OF LOSS OR DAMAGE

- 7.1 If Antenova delivers damaged or defective Products, or Products not in conformity with the Specifications, Antenova shall within reasonable time either in its sole discretion reimburse to the Buyer the replacement value of such Products, or replace such Products as are missing, damaged, defective or non-conforming Provided that the Buyer can provide documentary evidence of such damage/defect/non-conformity.
- 7.2 Antenova must be notified within 7 days of receipt of the Products of any such damage or non-conformity or in cases of non-delivery, immediately after the invoice is received, otherwise no liability will be accepted. Unless otherwise agreed by Antenova in writing the Products shall on despatch from Antenova's premises be at the Buyer's risk and Antenova will not entertain any claim for damage, shortage or loss occurring in transit but will on behalf of the Buyer forward any such claim to the carrier if such a claim is notified in writing to Antenova in time to enable Antenova to comply with any time limit to which the contract of carriage may be subject.

8. RETURN OF GOODS

No returns can be accepted for credit unless previously agreed in writing by Antenova. All Products returned under this category must be received by Antenova within 60 days of the original invoice date. Unless previously agreed by Antenova in writing, the Buyer shall bear all costs of returning the Products.

9. WARRANTIES AND LIABILITY

- 9.1 Nothing in these Terms and Conditions should be construed as excluding or limiting Antenova's liability in negligence for death, personal injury or fraud or otherwise insofar as any exclusion or limitation of liability is void, prohibited or unenforceable by law. All of clause 9 should be construed as subject to this clause 9.1
- 9.2 If (other than due to the fault of the carrier) Antenova fails to deliver the Products (whether partially or wholly) or delivers Products which are defective, damaged or not conforming with the Specifications, its liability to the Buyer in contract, tort, negligence or otherwise for any loss or damages whatsoever resulting shall be limited to refunding any monies already paid by the Buyer for the Products under this Contract.

- 9.3 Antenova warrants that the Products provided are in conformity with the Specifications but will not warrant that they are suitable or fit for any purpose. It is for the Buyer to satisfy itself that the Products fit its requirements.
- 9.4 Antenova has no liability in contract, tort (including negligence) or otherwise for any loss of use, profits, revenue, goodwill, or savings, loss under current or future contracts, administrative costs or disaster recovery costs or for any consequential or indirect loss or damage of any nature under this Contract.
- 9.5 Any recommendations or advice given by Antenova as to the application or use of the Products which is not confirmed in writing shall be at the Buyer's own risk and without liability to Antenova.
- 9.6 All other liabilities and warranties of Antenova are excluded to the fullest extent permissible by law.
- 9.7 The Buyer shall indemnify and hold harmless Antenova against all liabilities, losses, claims and expenses incurred by Antenova by reason of any breach by the Buyer of the terms of the Contract or by reason of any use of the Products (whether directly or indirectly and whether in isolation or compounded with other products) by the Buyer or any person to whom the Products were supplied by the Buyer.
- 9.8 Nothing in this Agreement should be construed as conferring rights on any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10. **FORCE MAJEURE**

Antenova shall not be liable or responsible for any loss or damage caused by delay in the performance or non-performance of its obligations hereunder due to the occurrence of circumstances beyond its control.

11. **GENERAL**

- 11.1 The Buyer shall not without the prior written consent of Antenova assign, transfer or sub-contract the benefit or the burden of this Contract or any part thereof. Antenova may assign or transfer its rights and obligations under this Contract.
- 11.2 Notices under the Contract are to be served in writing and may be served by fax or first class pre-paid post to the recipient party's address as it appears in the Contract. Notices served by fax shall be deemed received immediately following transmission (subject to issue of a valid transmission slip) and notices served by post shall be deemed to have been received 2 business days after despatch (in the case of UK post) and 6 business days after despatch (in the case of air mail).
- 11.3 The Buyer shall have no right of set off under this Contract.

12. **LAW AND JURISDICTION**

- 12.1 Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to this Agreement or any breach of any terms of this Agreement shall be governed by and construed in all respects in accordance with the laws of England.
- 12.2 Each party hereby irrevocably acknowledges and agrees that the Courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or relating in any manner to this Agreement any terms of this Agreement or any breach of this Agreement or any such terms.