

CONDITIONS OF SALE

1. These conditions of sale shall apply to all sales by SightRead Limited ("the Seller") to the exclusion of any of the Buyer's conditions of purchase. Any amendment(s) to these conditions may only be accepted if agreed to by the Seller in writing.
2. The Seller extends to the Buyer the benefit of the manufacturer's 12-months parts and labour warranty subject to the conditions mentioned below. This warranty is subject to the return of the faulty item to the Seller for inspection at the Buyer's cost. Items found to be defective due to faults in manufacture or assembly will be returned to the US for rectification or will, at the Seller's option, be replaced. This warranty shall not apply to items displaying faults which, in the Seller's reasonable opinion, are due to misuse or accidental damage. This warranty is in addition to any rights the Buyer may have at law.
3. As the circumstances of use of the items sold by the Seller are widely varying and outside the Seller's control it is agreed that all liability for consequential losses, loss of profits and loss of use howsoever arising is excluded. The Buyer acknowledges that in all the circumstances this term is fair and reasonable.
4. The Seller's usual payment terms are net cash with order and shall apply to all sales save where the parties have otherwise agreed in writing. All payments shall unless otherwise agreed be made in sterling to the Seller's bank in the UK. Bank charges in relation to payments made from outside the UK shall be to the Buyer's account. The Seller reserves the right to charge interest on all monies more than 14 days overdue at the rate of 5% above the base rate from time to time of Barclays Bank plc.
5. The Seller shall retain title to the goods sold until such time as they have been paid for in full. Pending such payment the Buyer agrees to hold the goods concerned separate from any other goods so that deliveries from the Seller can readily be identified to specific invoices. The Buyer shall be a bailee of the goods for the Seller and shall take reasonable steps to safely secure the same. If the Buyer shall purport to sell the goods before it has paid for them, the proceeds of such sale shall be held in trust for and be recoverable by the Seller.
6. The Buyer agrees not to alter or embellish in any way the goods supplied by the Seller or their packaging and in particular but without prejudice to the generality of the foregoing not to remove or deface any trade names or marks or any other markings whether as to origin, the existence of intellectual property rights or otherwise applied by the Seller or the manufacturer.
7. These conditions of sale and any contract incorporating the same shall be governed by the laws of England and Wales to the non-exclusive jurisdiction of the courts of which countries the parties agree to submit.

SightRead Limited
28.02.2006