

PENNINE RADIO LIMITED - CONDITIONS OF SALE

(as amended 2001)

PAYMENT TERMS

1. Credit terms (subject to satisfactory references). Payment is due by the 28th day after the invoice date.
2. Cash with Order: Please add the relevant delivery charges (if the goods will be sent by carrier) and V.A.T. to the total purchase value at the rate applying at the date of ordering.

Please ensure that Cheques and postal orders are drawn in favour of PENNINE RADIO Ltd and are crossed.

DEFAULT OF PAYMENTS

Should the customer default in paying any sum due under any order, as and when it becomes due, PENNINE RADIO Ltd has the right (without prejudice to any claim for damages that PENNINE RADIO Ltd may have against the customer) either to suspend all further deliveries until payment is received to cancel any remaining part of the order. Interest at "Base Rate" plus 7% will be charged on all amounts unpaid after such a default.

CONDITIONS ON QUOTATIONS

Any conditions which appear in any quotation made to the customer in respect of the order referred to are declared hereby and agreed to be incorporated in these conditions of sale.

STABILITY OF PRICES

PENNINE RADIO Ltd will maintain the quoted price, but reserve the right to amend this (before deliveries of goods are made) if there are fluctuations in the price of raw material or cost of labour.

SPECIAL CONDITIONS

Notwithstanding that delivery of goods has been effected, the property in the goods will remain in PENNINE RADIO Ltd until such a time as PENNINE RADIO Ltd has received payment of the full price to be paid for the goods. Until full payment has been received, the customer will hold the goods on trust for PENNINE RADIO Ltd except that if the goods are sold in the ordinary course of business, the proceeds of the sale shall be held by the customer on trust for PENNINE RADIO Ltd and kept separate from other money. If the goods are used in the manufacture of other products, the absolute property of such products shall likewise pass to and remain in PENNINE RADIO Ltd and the customer shall hold the same or the proceeds of sale thereof on trust for PENNINE RADIO Ltd but all risks in such products shall be borne by the customer.

Where PENNINE RADIO Ltd undertakes to design goods or write computer programs for the sole use of a customer. Title to the design or copyright of the program shall remain in PENNINE RADIO Ltd (whether payment has been made for the work or otherwise) unless agreement has been made in writing at the time of commencement of such work.

Moulds, jigs, special test equipment and tools whether charged for separately or included in the quoted price, remain the property of PENNINE RADIO Ltd.

Nothing in this condition shall confer any right upon the buyer to return the goods or to refuse or delay payment for the goods.

GUARANTEE

PENNINE RADIO Ltd guarantee that we will, at our option, replace faulty goods supplied by PENNINE RADIO Ltd, or repair the same or refund the purchase price thereof, subject to the claim being made in writing to us within 12 months after the sale by PENNINE RADIO Ltd, or such other period as may be indicated by us for specific products from time to time. This guarantee shall be in lieu of any warranty or condition implied by law as to the fitness for any particular purpose of the goods.

Where our products are of a type ordinarily bought for private use and are purchased for use other than in the course of business, our Conditions of Sale do not limit or exclude that person's legal rights in case the products are faulty.

Any claim against us must be made to us in writing within the period of 12 months after the sale by PENNINE RADIO Ltd of the goods in question (or such other period as may be indicated by us).

RETURN OF MATERIALS AUTHORISATION (RMA) POLICY

Prior to shipping a product back to PENNINE RADIO Ltd, an RMA number must be obtained. So that we can process RMA returns promptly, the products must be returned, pre-paid, to our factory and marked for the attention of "The Returns Department" with the following:

1. A copy of the original invoice showing the serial number.
2. A brief note describing the problem and defective symptoms.
3. All original packaging including manuals and accessories.
4. The RMA number clearly visible on the outside of the packaging.

All "collect" shipments will be refused. Improper packaging, physical damage or alteration or removal of serial numbers will void all warranties. Any goods returned under warranty that are found not to be defective or damaged as a result of misuse (including static discharge) will be shipped back to the customer at the customer's cost.

If these requirements are not complied with, our guarantee shall not apply and we shall be discharged from all liability arising from the supply of defective goods.

GUARANTEE: RECHARGEABLE BATTERIES

When PENNINE RADIO Ltd supply rechargeable batteries they are normally covered by the battery manufacturers own guarantees. When rechargeable batteries are not covered by the battery manufacturers guarantee PENNINE RADIO Ltd will guarantee the battery for a period of 12 months from the date of manufacture on a proportional basis. The words "Proportional Basis" mean that the price of replacement from PENNINE RADIO Ltd will be reduced in proportion to the remaining period of the guarantee after the battery ceased operating normally. The reduction will reduce to zero after 12 months.

COUNTRY OF ORIGIN

Unless otherwise confirmed, nothing in this document is to be taken as a representation of the source of origin, of manufacture, or production of the goods or any part thereof.

LIABILITY

Save as provided in the section headed GUARANTEE above, we shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from our negligence or that of our employees, in respect of defects in goods delivered or for any damage or loss resulting from such defects. We shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to our negligence or that of our employees.

In no event shall any breach of contract on our part or tort (including negligence) or failure of any kind on our part or that of our employees give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever.

DELAYS, DAMAGE AND NON-DELIVERY

The time named for delivery shall be adhered to as closely as possible but no responsibility is accepted by PENNINE RADIO Ltd for unforeseen delays.

PENNINE RADIO Ltd accept no responsibility for the delay caused by force majeure, plant breakdown, shortage of raw materials, strikes, lock-outs or other circumstances outside of our control.

Claims regarding shortage or damage of goods must be made in writing within three days of receipt accompanied by our Packing Note. Queries regarding goods invoiced but not delivered must be made within ten days of invoice date and the invoice number quoted. Customers are advised to contact us if neither goods nor invoice are received within seven days of the expected delivery date.