



Impulse Corporation Limited
Standard Terms and Conditions of Trading

1. DEFINITIONS

1.1 In these terms and Conditions the following expressions shall have the following meanings:

1.1.1 "**Company**" means Impulse Corporation Limited (Registered Number 2871505) whose registered office is at Unit 2 Littleton Business Park, Cannock, Staffordshire, WS12 4TR.

1.1.2 "**Consequential Loss**" means the following types of loss whether arising from negligence, breach of contract or otherwise:

1.1.2.1 loss of profits, revenue or other types of economic loss;

1.1.2.2 loss of business or contracts;

1.1.2.3 loss of anticipated savings or goodwill;

1.1.2.4 losses arising from loss of data;

1.1.2.5 any losses which arise other than directly and naturally from a breach of contract or other losses which the Court holds to be consequential, special or indirect losses; or

1.1.2.6 any losses arising from any claim by a third party for any of the above types of loss.

1.1.2.7 loss of profits, revenue or other types of economic loss;

1.1.2.8 loss of business or contracts;

1.1.2.9 loss of anticipated savings or goodwill;

1.1.2.10 losses arising from loss of data;

1.1.2.11 any losses which arise other than directly and naturally from a breach of contract or other losses which the Court holds to be consequential, special or indirect losses; or

1.1.2.12 any losses arising from any claim by a third party for any of the above types of loss.

1.1.3 "**Contract**" means any contract between the Company and the Customer for the sale of Goods, incorporating these Conditions;

1.1.4 "**Customer**" means the person, firm or Company offering to buy Goods from the Company.

1.1.5 "**Goods**" means the Goods or material which the Customer is buying or offering to buy.

2. BASIS OF CONTRACT

2.1 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions. It is the Customer's obligation to ensure that the terms of its order and any applicable specification are complete and accurate.

2.2 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences manufacture of the Goods, their appropriation to the Customer's order or despatch of the Goods to the Customer. Any order shall be accepted entirely at the discretion of the Company.

2.3 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior agreement in writing and provided that the Customer indemnifies the Company in full in terms established by the Company.

3. PRICES

- 3.1 **The price for the Goods shall be the price set out in the order acknowledgement or invoice but the Company reserves the right at its option to charge or credit the Customer the amount of any error or omission in the price as so set out.**
- 3.2 The Customer agrees that the Company shall have the right at any time before delivery of the Goods to withdraw any discount and /or to revise any price quoted if, after the Company's acceptance of any order,
- 3.2.1 there is any increase or decrease in the Company's generally applicable prices for such (or similar) Goods; or
- 3.2.2 there is an increase or decrease in the cost to the Company of supplying the Goods whether by reason of exchange rate, fluctuations, third party charges or otherwise.
- 3.3 Unless otherwise specified the price of the Goods shall be exclusive of delivery charges, VAT and any other duties or taxes payable by the Customer.

4. PAYMENT TERMS

- 4.1 Payment is due in full in pounds sterling without any deduction or set-off within 30 days of the date of invoice. Time for payment shall be of the essence.
- 4.2 All invoices shall be final and binding unless within 7 days of the invoice date the Customer objects in writing to the Company, stating the reason for the objection.
- 4.3 If any payment is not made when due all sums then owing shall become due and payable immediately and the Company shall be entitled to:
- 4.3.1 charge the Customer:
- 4.3.1.1 interest (calculated on a daily basis) on the amount outstanding from the due date until payment is made in full at the rate of 2% above the base rate from time to time of Lloyds Bank Plc; and
- 4.3.1.2 the costs of obtaining judgment or payment including all reasonable professional costs and other costs of issuing proceedings or pursuing debt recovery.
- 4.3.2 suspend or cancel delivery of the Goods.

5. DELIVERY AND RISK

- 5.1 Delivery of the Goods shall be made to the Customer's address. Risk in respect of the Goods supplied to the Customer will pass on delivery.
- 5.2 While the Company will make every reasonable effort to meet any given delivery date any such date is an estimate only and time for delivery shall not be of the essence. If no date is specified, delivery will be within a reasonable time.
- 5.3 While the Company will make every reasonable effort to meet orders accepted, all orders are accepted conditionally upon the availability of the Goods and the Company shall not be liable if prevented from meeting any order because the Goods (or any part thereof) are not readily available by reason of any circumstances outside its control.
- 5.4 The Goods delivered will be deemed to have been accepted as being in accordance with the Contract unless the Company is notified of the failure to conform in writing within 5 working days of delivery (or in the case of non-delivery within 7 days of the invoice date) failing which the Buyer shall not be entitled to reject the Goods, the Company shall have no liability for the failure and the Buyer shall be bound to pay the price as if the Goods had been in accordance with the Contract.
- 5.5 The Company reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under a separate Contract which may be invoiced separately. Non-delivery, or shortages in delivery shall not entitle the Customer to reject any Goods.
- 5.6 If for any reason the Customer does not accept delivery of the Goods or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence) and the Company may:
- 5.6.1 store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage, re-delivery and insurance); or
- 5.6.2 sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price.

6. PASSING OF PROPERTY

- 6.1 Full legal, beneficial and equitable title to and property in the Goods shall not pass to the Customer until all amounts due or owing to the Company by the Customer, on whatever account, have been paid to the Company in full.
- 6.2 Until title passes:
- 6.2.1 the Customer shall hold the Goods as bailee for the Company and shall store them appropriately and so that they are identifiable as the Company's property;
 - 6.2.2 the Company may recover and shall be considered to have requested the Customer to return all Goods which have not become the Customers property following any of the events described in condition 10.1. In these circumstances the Company shall be entitled to recover and repossess the Goods in addition to its other rights.
 - 6.2.3 for the purpose of recovery the Customer shall permit the Company, its employees and agents to enter any place where any Goods which to the Company is entitled under Condition 6.1 are or are believed to be situated and shall on demand pay the Company the cost of removal and transport.
- 6.3 The Customer may use and/or resell Goods in the ordinary course of business although property has not passed. This right shall automatically cease following any of the events described in Condition 10.1.
- 6.4 In any resale of the Goods before property has passed the Customer shall hold in trust for the Company so much of the resale proceeds as are required to discharge the Customers indebtedness to the Company.
- 6.5 Nothing in this Condition shall affect the passing of risk or entitle the Customer to return any Goods or refuse or delay payment.

7. WARRANTY AS TO QUALITY OF THE GOODS

- 7.1 The Company warrants to the Customer that the Goods will be free from all defects in materials and workmanship and will conform to the specifications agreed upon in the Contract.
- 7.2 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract then the Company shall at its option, at its sole discretion and within a reasonable time:-
- 7.2.1 repair or make good such defect or failure in such Goods free of charge to the Customer including all costs of transportation of any Goods or materials to and from the Customer for that purpose;
 - 7.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract; or
 - 7.2.3 issue a credit note to the Customer in respect of the whole or part of the Contract price of such Goods or Services as appropriate having taken back such Goods or materials relating to such Services
- provided that the liability of the Company under this Condition shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of the Company's liability under Condition 7.1.
- 7.3 In the case of DOA (Dead On Arrival) returns, the Company shall endeavour to replace or repair the Goods within 7 days (subject to stock).
- 7.4 In the event of there being no verification of any material fault or defect the Company reserves the right to return the Goods to the Customer and to debit the Customer account with their cost.
- 7.5 Condition 7.1 shall not apply unless the Customer:
- 7.5.1 notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods or such other periods as agreed by the Company in writing; and
 - 7.5.2 affords the Company a reasonable opportunity to inspect the relevant Goods and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the Goods within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to the Goods at the Customer's premises or other location where they may be.
- 7.6 If the Company elects to replace the Goods pursuant to Condition 7.1, the Company shall deliver the replacement Goods to the Customer at the Company's own expense at the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up

to the Company the defective Goods which are being replaced or materials relating to the previously performed Services to the Company.

- 7.7 The Company shall be under no liability:
- 7.7.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working or storage Conditions, failure to follow the Company's instructions (whether oral or in writing), neglect, misuse or alteration or repair of the Goods by the Customer or any third party without the Company's approval;
 - 7.7.2 if the total price for the Goods has not been paid by the due date for payment;
 - 7.7.3 for any parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company to the extent that they are assignable by the Company to the Customer;
 - 7.7.4 for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
 - 7.7.5 in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
 - 7.7.6 if the Customer makes any further use of the Goods after giving notice in accordance with Condition 7.4.1.
- 7.8 The warranty set out in Condition 7.1 is the only warranty which shall be given by the Company and all warranties, Conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8. LIABILITY

- 8.1 Nothing shall exclude or restrict any legal liability of the Company for death, personal injury or fraud resulting from its negligence or for fraudulent misrepresentation.
- 8.2 The Company shall not in any circumstances be liable to the Customer for Consequential Loss.
- 8.3 The Company's aggregate liability to the Customer arising under the Contract or otherwise whether for negligence breach of Contract, misrepresentation or otherwise shall in no circumstances exceed the price of the Goods supplied to the Customer.

9. FORCE MAJEURE

- 9.1 The Company shall not be liable to the Customer for any loss or damage which may be suffered from the Customer as a direct or indirect result of the supply of the Goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including but not limited to acts of God, fire, flood, storm, war, act of terrorism (declared or undeclared), riot or civil commotion, strike, lock-out, trade dispute or labour disturbance (whether of the affected party's own employees or others), failure of supplies of power, fuel, transport, equipment, raw materials or other Goods or services, accident, breakdown of plant or machinery, or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of Goods or or means of delivery provided that, if the event of force majeure continues for a continuous period in excess of 3 months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 9.2 If due to such circumstances or events, the Company has insufficient stocks to meet all its commitments the Company may apportion available stocks between its customers at its sole discretion.

10. TERMINATION

- 10.1 The Company may immediately suspend performance of the Contract, cancel any outstanding delivery of the Goods, stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Company if:
- 10.1.1 the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days; or
 - 10.1.2 the Customer enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986; or
- 10.2 any sum payable under the Contract is not paid within 7 days of its due date for payment in accordance with this Contract.
- 10.3 Notwithstanding any such termination or suspension in accordance with Condition 10.1 the Customer shall pay the Company for all Goods delivered up to and including the date of suspension or termination.
- 10.4 Termination of the Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination.

11. VARIATION

- 11.1 The Company reserves the right to vary these Terms and Conditions on not less than seven days notice in writing to the Customer. The Customer shall be entitled to reject any such variation by a counter-notice to be served within seven days of the Company's notice, failing which the Customer shall be deemed to have accepted such variation and the variation shall come into effect at the expiry of the period of notice specified by the Company. These Terms and Conditions and any subsequent variations shall supersede all previous Terms and Conditions of trading between the Company and the Customer.

12. ASSIGNMENT

- 12.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company. The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person.

13. THIRD PARTY RIGHTS

- 13.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and no third party shall have the benefit of or the right to enforce these Conditions.

14. NOTICE

- 14.1 Any notice or request or other communication required to be given by the Customer under these Terms & Conditions shall be given or made by written notice and delivered to the Company's principle place of business by first class registered post or recorded delivery and the Customer obtained a certificate of posting and produces it for inspection when so required by the Company.
- 14.2 In the case of any notice to be served by the Company, such notice for all purposes be deemed effectively to have been served if personally delivered or posted by first class registered post or recorded delivery to the Customers last known place of business.

15. GENERAL

- 15.1 Any intellectual property rights created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the intellectual property rights of the Company.
- 15.2 The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 15.3 The Contract and these Terms and Conditions shall be governed by and construed in accordance with English Law. All disputes or claims of any nature arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English Courts.
- 15.4 Each of the provisions of the agreement shall be treated as separate and distinct and any part held by a Court to be unenforceable shall be considered removed and shall not affect the validity of the remainder which will remain valid and enforceable in all respects.
- 15.5 The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and shall supersede and replace all documentation previously issued by the Company purporting to set out its Terms and Conditions of sale of the Goods.
- 15.6 Any manufacturer's terms and conditions of sale of general application endorsed on Goods supplied by the Company, shall be observed and complied with by the Customer. In the event of there being any inconsistency between the manufacturer's terms and Conditions and these Terms and Conditions, these Terms shall prevail.