

To :

Computek International Corp
 23 Amer Street
 Dokki, Giza
 Cairo
 Egypt

Sales Quotation 000008677

Date : 09/02/2010
 All Amounts in : Pound Sterling
 Your VAT Number : EG
 Payment Due : As contract
 Customer Ref : MOE, Egypt
 Account No : ECOM002
 Page : 1 of 2

Line	Item Code	Description	Qty	Unit	Unit Price	Total
1	VMC001000	DENFORD VMC 1300 CNC MILL with Manually Actuated Power Drawbar (Suitable for Bench Mounting) Also available as a Floor Standing Mill on an Integrated Universal Base Price excludes PC to operate Machine Complete with the following Standard Equipment: Totally Enclosed Cabinet with Excellent Visibility Mechanical and Electronic Interlocked Guard Low Voltage Machine Worklight USB Connectivity External USB Cable (2 metre) Datum Clamp Plates (VMC/0505) Mitee Bite Clamping Kit (BI00845M) BT30-EM06-050 Sidelock Holder (BI00875M) Pull Stud for Toolholder (BI00874) 6mm Dia Ball Nose Cutter, Long Series H.S.S. (BI00811K) Pull Stud Spanner (SPANNER13mm A/F) Programmable Spindle Speed	1	EA	13500.00	11475.00
2	BI02004Z	Machine Operating Software - VR CNC Milling V5 (Single Seat). For use with customer supplied IBM compatible PC.	1	EA	0.00	0.00
3	BI02005Z	QuickCAM 2D Design Software (Single Seat)	1	EA	0.00	0.00
4	VMC/0700A	6 Station Automatic Toolchanger (Factory fitted and requires Compressed Air at 80psi)	1	EA	2070.00	1656.00
5	BI01121G	Spray Mist Coolant (Factory Fitted) (Requires Compressed Air at 80 psi)	1	EA	1950.00	1560.00
6	VMC/0500RH	Recommended Set of Toolholders: (2 x 6mm & 1 x 20mm Sidelock Holders, 2 x ER32 Collet Chucks with 2 x 6-7mm Collets. 1 x ER32 Collet Chuck Spanner, 1 x Hook Spanner to grip spindle while tightening collets)	1	EA	504.00	403.20
7	VMC/0500RT	Recommended Set of Tools: (3mm Long Series Ball End, 2,4 & 6mm Slot Drill, 20mm Facing Cutter)	1	EA	140.00	112.00
8	VMC/0600B	Universal Machine Bench	1	EA	835.00	668.00
9	EVBF	Export Packing and Carriage F.O.B. UK Port	1		700.00	700.00
10		C & F / C.I.F. SHIPMENT BY SEA / AIR - EXTRA (Price on Application)				
PRICE VALIDITY: The prices quoted are valid until the 31st March 2010.						

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.
Buyer: the person, firm, organisation or company who purchases the Goods from the Company.
Company: Denford Limited of Victoria Works, Birds Royd, Brighouse HD6 1NB (Company Number 386161, registered in England).
Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
Delivery Point: the place where delivery of the Goods is to take place under condition 4.
End User: the intended third party end user of the Goods if the Buyer is buying the Goods for such an end user.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them) and, if requested by the Buyer, shall include training and/or servicing of equipment.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer 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 delivers the Goods to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is only valid for the period it is stated to be valid for.

2.8 Without prejudice to condition 2.9, the Buyer may only amend or cancel an order if such request for cancellation is confirmed in writing by the Company. If the Buyer amends or cancels an order, its liability to the Company shall be limited to payment to the Company of all costs reasonably incurred by the Company in fulfilling the order to the date of deemed receipt of the amendment or cancellation, together with the cost of administration time incurred in the case of cancellation. After cancellation, the Buyer shall have no right or title to any of the Goods in question and the Company shall be entitled to apply such Goods to any order from any other customer without recourse to the Buyer.

2.9 Where equipment has been specially ordered by the Company to fulfil a specific order of the Buyer, the Company reserves the right to refuse to agree to cancellation of an order.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in the Company's acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations in any catalogues are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address as set out on the order.

4.2 The Buyer shall, or the Buyer shall procure that the End User shall, take delivery of the Goods within 5 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer or the End User fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or, for example, documents or licences or the site is not ready to accept delivery of equipment:

4.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

4.5.2 the Goods shall be deemed to have been delivered; and

4.5.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Company will deliver the Goods by separate consignments. Each separate consignment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 Each consignment shall be a separate Contract and no cancellation or termination of any one Contract relating to a consignment shall entitle the Buyer to repudiate or cancel any other Contract or consignment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer or the End User on delivery unless the Buyer can provide conclusive evidence to the contrary.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall, or shall procure that the End User shall:

6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

6.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's/End User's right to possession of the Goods shall terminate immediately if:

6.5.1 the Buyer has a bankruptcy order made against him, makes any arrangement with his creditors or otherwise uses any statutory provision for the relief of insolvent debtors (being a body corporate) convenes any meeting of creditors, enters into voluntary or compulsory liquidation (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver and/or manager, administrator or administrative receiver appointed over all or any part of its undertaking, or documents are filed with the court for an administrator's appointment of the Buyer or notice of intention to appoint an administrator is given by the Buyer, its directors or by a qualifying floating charge holder (as defined in paragraph 14, Schedule B1, Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the Buyer's winding-up or for the granting of an administration order regarding the Buyer, or any proceedings are commenced relating to the Buyer's insolvency or possible insolvency; or

6.5.2 the Buyer suffers/allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or the Buyer ceases trading; or

6.5.3 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them. If the Buyer is purchasing for an End User, the Buyer shall procure and hereby confirms that that its agreement with the End User grants the Company the same rights to the Company as are set out in this condition.

6.8 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE AND PAYMENT

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list as published on the date of delivery or deemed delivery plus all costs or charges in relation to packaging and carriage where appropriate.

7.2 Subject to condition 7.4, payment of the price for the Goods is due in the currency invoiced and shall be made by the Buyer strictly in accordance with the provisions set out in the Company's sales documentation including the acknowledgement of order.

7.3 Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.

7.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

7.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

7.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.7 Without prejudice to condition 7.6, should the Buyer default in making any payment when due, the Company reserves the right to cancel the Contract and/or any other contract between the Company and the Buyer or to suspend delivery of any goods due to be delivered until payment is made.

8. QUALITY

8.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any unexpired portion of any warranty or guarantee given to the Company.

8.2 The Company warrants that (subject to the other provisions of these conditions) on delivery, and for the relevant periods from the date of delivery as set out in condition 8.3, the Goods shall:

8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

8.2.2 be reasonably fit for the purpose for which the Goods were manufactured; and

8.2.3 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

8.3 The warranty periods from delivery for machines manufactured by the Company are as follows:

8.3.1 if the destination of the Goods is outside of the United Kingdom, that period is 12 months;

8.3.2 if the destination of the Goods is inside the United Kingdom and the Buyer is in industry, that period is 12 months; or

8.3.3 if the destination of the Goods is inside the United Kingdom and the Buyer is in the education sector, that period is 36 months (excluding the Denford Vertical CNC Router for which applicable period in the education sector is 12 months).

8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 unless:

8.4.1 the Buyer gives written notice of the defect to the Company and the Buyer's (or the End User's) insurers within 3 days of the time when the Buyer or the End User discovers or ought to have discovered the defect; and

8.4.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods at the Buyer's or the End User's premises.

8.5 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:

8.5.1 the Buyer or the End User makes any further use of such Goods after giving such notice; or

8.5.2 the defect arises through negligent or deliberate mistreatment or because the Buyer or the End User failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

8.5.3 the Buyer or the End User alters or repairs such Goods without the written consent of the Company.

8.6 Subject to condition 8.4 and condition 8.5, if any of the Goods do not conform with any of the warranties in condition 8.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer or the End User shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

8.7 If the Company complies with condition 8.6 it shall have no further liability for a breach of any of the warranties in condition 8.2 in respect of such Goods.

8.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the period as applicable under condition 8.3.

8.9 Any Goods which the Buyer wishes to return for any reason other than concerning quality issues as set out above shall only be returned with the prior written consent of the Company and the return carriage costs shall be the responsibility of the Buyer.

9. LIMITATION OF LIABILITY

9.1 Subject to condition 4, condition 5 and condition 8, the following sets out the entire financial liability of the Company (including any liability for those whom it may be vicariously liable) to the Buyer in respect of:

9.1.1 any breach of these conditions, including any deliberate breach of these conditions by a party, its employees, agents or subcontractors;

9.1.2 any use made or resale by the Buyer of any of the Goods; and

9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of the Company:

9.3.1 for death or personal injury caused by the Company's negligence; or

9.3.2 under section 2(3), Consumer Protection Act 1987; or

9.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

9.3.4 for fraud or fraudulent misrepresentation.

9.4 Subject to condition 9.2 and condition 9.3:

9.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. GENERAL

10.1 The Company may assign the Contract or any part of it to any person, firm or company, but the Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

10.2 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from/delayed in the carrying on of its business due to circumstances beyond the Company's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

10.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

10.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

10.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

10.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

10.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person that is not a party to it.

10.8 The Company reserves the right to revise these terms and conditions from time to time.

10.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

11. COMMUNICATIONS

11.1 Communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to the address of the party as set out in the order paperwork or at or to such other address as may be subsequently notified by one party to the other. Communications to the Company shall be marked for the attention of Customer Services.

11.2 Communications shall be deemed to have been received:

11.2.1 if sent by pre-paid first class post, two clear days (excluding Saturdays, Sundays and public holidays) after posting or five days if the Buyer is based outside the United Kingdom and such communication is sent by airmail; or

11.2.2 if delivered by hand, on the day of delivery; or

11.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of sending and otherwise on the next working day.

To :

Computek International Corp
 23 Amer Street
 Dokki, Giza
 Cairo
 Egypt

Sales Quotation 000008677

Date : 09/02/2010
All Amounts in : Pound Sterling
Your VAT Number : EG
Payment Due : As contract
Customer Ref : MOE, Egypt
Account No : ECOM002

Page : 2 of 2

Line	Item Code	Description	Qty	Unit	Unit Price	Total
		<p>A price increase in the region of 5% is due to take effect on the 1st April 2010.</p> <p>ESTIMATED DESPATCH: Dependant on number of Machines ordered</p> <p>TERMS OF PAYMENT: To be agreed, however if a number of machines are ordered then a Deposit in the region of 25% will be required with Order and the remainder against a Confirmed Irrevocable Letter of Credit.</p> <p>ORIGIN / MANUFACTURER: UK Origin / Denford Ltd, Birds Royd, Brighouse, West Yorkshire, HD6 1NB, England.</p> <p>WARRANTY PERIOD: 12 Months from the Date of Shipment. Full details are available on request.</p>				

TERMS AND CONDITIONS

- * Prices valid for 30 days from date of quotation.
- * The sale is made on the terms printed on the reverse and such terms form part of the contract.
- * Leasing and Hire Purchase terms available on request. (UK Only)

TOTAL NET	16574.20
TOTAL VAT	0.00
TOTAL GROSS	16574.20

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.
Buyer: the person, firm, organisation or company who purchases the Goods from the Company.
Company: Denford Limited of Victoria Works, Birds Royd, Brighouse HD6 1NB (Company Number 386161, registered in England).
Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
Delivery Point: the place where delivery of the Goods is to take place under condition 4.
End User: the intended third party end user of the Goods if the Buyer is buying the Goods for such an end user.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them) and, if requested by the Buyer, shall include training and/or servicing of equipment.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer 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 delivers the Goods to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is only valid for the period it is stated to be valid for.

2.8 Without prejudice to condition 2.9, the Buyer may only amend or cancel an order if such request for cancellation is confirmed in writing by the Company. If the Buyer amends or cancels an order, its liability to the Company shall be limited to payment to the Company of all costs reasonably incurred by the Company in fulfilling the order to the date of deemed receipt of the amendment or cancellation, together with the cost of administration time incurred in the case of cancellation. After cancellation, the Buyer shall have no right or title to any of the Goods in question and the Company shall be entitled to apply such Goods to any order from any other customer without recourse to the Buyer.

2.9 Where equipment has been specially ordered by the Company to fulfil a specific order of the Buyer, the Company reserves the right to refuse to agree to cancellation of an order.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in the Company's acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations in any catalogues are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address as set out on the order.

4.2 The Buyer shall, or the Buyer shall procure that the End User shall, take delivery of the Goods within 5 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer or the End User fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or, for example, documents or licences or the site is not ready to accept delivery of equipment:

4.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

4.5.2 the Goods shall be deemed to have been delivered; and

4.5.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Company will deliver the Goods by separate consignments. Each separate consignment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 Each consignment shall be a separate Contract and no cancellation or termination of any one Contract relating to a consignment shall entitle the Buyer to repudiate or cancel any other Contract or consignment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer or the End User on delivery unless the Buyer can provide conclusive evidence to the contrary.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall, or shall procure that the End User shall:

6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

6.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's End User's right to possession of the Goods shall terminate immediately if:

6.5.1 the Buyer has a bankruptcy order made against him, makes any arrangement with his creditors or otherwise uses any statutory provision for the relief of insolvent debtors (being a body corporate) convenes any meeting of creditors, enters into voluntary or compulsory liquidation (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver and/or manager, administrator or administrative receiver appointed over all or any part of its undertaking, or documents are filed with the court for an administrator's appointment of the Buyer or notice of intention to appoint an administrator is given by the Buyer, its directors or by a qualifying floating charge holder (as defined in paragraph 14, Schedule B1, Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the Buyer's winding-up or for the granting of an administration order regarding the Buyer, or any proceedings are commenced relating to the Buyer's insolvency or possible insolvency; or

6.5.2 the Buyer suffers/allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or the Buyer ceases trading; or

6.5.3 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them. If the Buyer is purchasing for an End User, the Buyer shall procure and hereby confirms that that its agreement with the End User grants the Company the same rights to the Company as are set out in this condition.

6.8 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE AND PAYMENT

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list as published on the date of delivery or deemed delivery plus all costs or charges in relation to packaging and carriage where appropriate.

7.2 Subject to condition 7.4, payment of the price for the Goods is due in the currency invoiced and shall be made by the Buyer strictly in accordance with the provisions set out in the Company's sales documentation including the acknowledgement of order.

7.3 Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.

7.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

7.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

7.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.7 Without prejudice to condition 7.6, should the Buyer default in making any payment when due, the Company reserves the right to cancel the Contract and/or any other contract between the Company and the Buyer or to suspend delivery of any goods due to be delivered until payment is made.

8. QUALITY

8.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any unexpired portion of any warranty or guarantee given to the Company.

8.2 The Company warrants that (subject to the other provisions of these conditions) on delivery, and for the relevant periods from the date of delivery as set out in condition 8.3, the Goods shall:

8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

8.2.2 be reasonably fit for the purpose for which the Goods were manufactured; and

8.2.3 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

8.3 The warranty periods from delivery for machines manufactured by the Company are as follows:

8.3.1 if the destination of the Goods is outside of the United Kingdom, that period is 12 months;

8.3.2 if the destination of the Goods is inside the United Kingdom and the Buyer is in industry, that period is 12 months; or

8.3.3 if the destination of the Goods is inside the United Kingdom and the Buyer is in the education sector, that period is 36 months (excluding the Denford Vertical CNC Router for which applicable period in the education sector is 12 months).

8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 unless:

8.4.1 the Buyer gives written notice of the defect to the Company and the Buyer's (or the End User's) insurers within 3 days of the time when the Buyer or the End User discovers or ought to have discovered the defect; and

8.4.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods at the Buyer's or the End User's premises.

8.5 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:

8.5.1 the Buyer or the End User makes any further use of such Goods after giving such notice; or

8.5.2 the defect arises through negligent or deliberate mistreatment or because the Buyer or the End User failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

8.5.3 the Buyer or the End User alters or repairs such Goods without the written consent of the Company.

8.6 Subject to condition 8.4 and condition 8.5, if any of the Goods do not conform with any of the warranties in condition 8.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer or the End User shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

8.7 If the Company complies with condition 8.6 it shall have no further liability for a breach of any of the warranties in condition 8.2 in respect of such Goods.

8.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the period as applicable under condition 8.3.

8.9 Any Goods which the Buyer wishes to return for any reason other than concerning quality issues as set out above shall only be returned with the prior written consent of the Company and the return carriage costs shall be the responsibility of the Buyer.

9. LIMITATION OF LIABILITY

9.1 Subject to condition 4, condition 5 and condition 8, the following sets out the entire financial liability of the Company (including any liability for those whom it may be vicariously liable) to the Buyer in respect of:

9.1.1 any breach of these conditions, including any deliberate breach of these conditions by a party, its employees, agents or subcontractors;

9.1.2 any use made or resale by the Buyer of any of the Goods; and

9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of the Company:

9.3.1 for death or personal injury caused by the Company's negligence; or

9.3.2 under section 2(3), Consumer Protection Act 1987; or

9.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

9.3.4 for fraud or fraudulent misrepresentation.

9.4 Subject to condition 9.2 and condition 9.3:

9.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. GENERAL

10.1 The Company may assign the Contract or any part of it to any person, firm or company, but the Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

10.2 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from/delayed in the carrying on of its business due to circumstances beyond the Company's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

10.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

10.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

10.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

10.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

10.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person that is not a party to it.

10.8 The Company reserves the right to revise these terms and conditions from time to time.

10.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

11. COMMUNICATIONS

11.1 Communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to the address of the party as set out in the order paperwork or at or to such other address as may be subsequently notified by one party to the other. Communications to the Company shall be marked for the attention of Customer Services.

11.2 Communications shall be deemed to have been received:

11.2.1 if sent by pre-paid first class post, two clear days (excluding Saturdays, Sundays and public holidays) after posting or five days if the Buyer is based outside the United Kingdom and such communication is sent by airmail; or

11.2.2 if delivered by hand, on the day of delivery; or

11.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of sending and otherwise on the next working day.