

# GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

## Image Processing Techniques, also trading as OmniTek

### 1. PRODUCTS

The term "Products" as used in these Terms and Conditions means any goods and/or services supplied by Image Processing Techniques Limited to The Customer.

### 2. PRICES AND QUOTATIONS

All prices are exclusive of value added or similar taxes. Unless otherwise indicated quotations supplied by Image Processing Techniques Limited are valid for thirty (30) days only from the date of issue.

### 3. CUSTOMER'S ORDER

These Terms and Conditions shall apply to all contracts for the sale or supply of Products by Image Processing Techniques Limited to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase or confirmation of order or similar document.

### 4. RESCHEDULING AND CANCELLATION

All requests to reschedule or cancel all or part of any order for Products shall be invalid except if agreed to in writing by Image Processing Techniques Limited. In the event that such agreement is given then without prejudice to any other rights that Image Processing Techniques Limited may have, Image Processing Techniques Limited shall be entitled to impose a charge for rescheduling or accepting cancellation of such order.

### 5. CARRIAGE AND DELIVERY

Upon receipt and acceptance of The Customer's order for Products, Image Processing Techniques Limited will arrange carriage and delivery so far as is reasonably practicable in accordance with the Customer's requirements. Image Processing Techniques Limited shall be entitled to deliver or supply the Products by separate instalments. Image Processing Techniques Limited shall not be liable for any loss howsoever arising due to delay in or failure to deliver and in particular (but without prejudice to the generality of the foregoing) any delay or failure to deliver resulting from the refusal of any governmental or other competent authority to grant any required import or export licence or any other authorisation, certification or approval. Claims for shortages must be made within 7 days of delivery. Non-delivery must be notified within 14 days of defined date of delivery. Claims for damage must be made within 3 days of delivery.

### 6. TITLE AND RISK

Title to the Products shall not pass to the Customer until the Customer shall have paid in full the price for the Product applicable and provided further that no other sum whatsoever shall be due from the Customer to Image Processing Techniques Limited.

### 7. TAXES

Any taxes, duties or other charges of a similar nature imposed on Image Processing Techniques Limited or which Image Processing Techniques Limited has a duty to collect in connection with the sale, supply, delivery, or use of any Products will appear as a separate item on the invoice and the Customer shall be liable to pay the same. If the Customer is exempt from any such charges it shall be the responsibility of the Customer to supply Image Processing Techniques Limited with sufficient evidence (in the opinion of Image Processing Techniques Limited) of such exemption.

### 8. INVOICES AND PAYMENT

Unless otherwise specified by Image Processing Techniques Limited, invoices shall be payable in the currency invoiced within thirty (30) days from the date of the invoice. The customer shall not be entitled to make any deduction in respect of any set off or counterclaim. Interest at the rate of 1.5% per calendar month or part thereof shall be due on any balances outstanding after the expiration of thirty (30) days. Image Processing Techniques Limited shall be entitled in its absolute discretion and at any time to withdraw the above payment term and to seek payment in full at the time of acceptance of the order. The Customer specifically agrees to pay all or any costs (including, but not limited to, lawyers fees) incurred by Image Processing Techniques Limited in collecting or attempting to collect from the Customer any unpaid amounts which have fallen due.

### 9. WARRANTY

Image Processing Techniques Limited warrants to its customers that the Products it sells will be free from defects in materials and workmanship for the periods set forth in the applicable warranty statement, a copy of which can be obtained from Image Processing Techniques Limited. If any such Product proves defective during the warranty period, Image Processing Techniques Limited will repair or replace the defective Product at its option as specified in the applicable statement. Where longer periods are prescribed by law, the warranty period will be extended to the minimum period so prescribed.

Save where the Customer deals as a consumer (as defined in the Unfair Contract Terms Act 1997) this warranty is in lieu of all other warranties, express or implied. Image Processing Techniques Limited disclaims any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose. Image Processing Techniques Limited responsibility to repair or replace a defective product is the sole and exclusive remedy provided to the Customer for breach of this warranty.

### 10. USE OF RECONDITIONED MATERIAL

Products supplied by Image Processing Techniques Limited may include parts or materials that are not new but which have been reconditioned to a like-new state. The Customer shall not be entitled to reject Products or seek any diminution in the price of the Product on the basis of the inclusion of reconditioned parts or materials within the Products.

### 11. TECHNICAL CHANGES

Image Processing Techniques Limited shall in its absolute discretion be entitled from time to time to make changes in the design or specification of the Products provided that such changes shall not materially affect the quality or fitness for purpose of the Products.

### 12. LIMITATION OF REMEDIES AND LIABILITY

Save as may be expressly provided in these Terms and Conditions Image Processing Techniques Limited shall have no liability whatsoever to the Customer for any indirect, special or consequential loss and/or expense (including loss of profit) suffered by the Customer and arising out of a breach or alleged breach of this contract. This Clause does not affect the statutory rights of the Customer in so far as the customer is dealing as a consumer (as defined above).

### 13. WAIVER

No waiver or forbearance by Image Processing Techniques Limited (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

### 14. ASSIGNMENT

The Customer shall not assign or otherwise transfer its rights or obligations under these Terms and Conditions without the prior written consent of Image Processing Techniques Limited and no purported assignment or transfer in contravention of this Clause will be binding upon Image Processing Techniques Limited.

### 15. GOVERNING LAW

The rights of the parties hereunder shall be governed by and construed in accordance with the Laws of England and the parties submit to the non-exclusive jurisdiction of the English courts. All goods remain the property of Image Processing Techniques until they have been paid for in full. For the avoidance of doubt, goods which have been invoiced and shipped to the customer but not paid for in full are the property of Image Processing Techniques. Should the customer be unable to pay for the goods during the agreed credit period (including due to insolvency), Image Processing Techniques retain the right to reclaim the goods.

### 16. NOTICES

All notices shall be given in writing. Notices to Customers shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon actual delivery and, in proving service by post, it shall be sufficient to prove that the Notice was properly addressed and posted to the address of the customer stated on any order. Notices to Image Processing Techniques Limited shall be deemed to have been given at the time of actual receipt.