

MIRAI SYSTEMS LTD

TERMS AND CONDITIONS OF BUSINESS

1. Unless agreed in writing by Mirai Systems Ltd or its associated companies ("the Company") the following terms and conditions shall be deemed to be incorporated into all contracts and agreements for the sale of goods ("the Goods") by the Company to the customer named overleaf ("the Buyer") and that they shall precedence over any other terms and conditions. No official or employee of the Company other than a Director in wanting has any power or authority to alter vary or waive these terms and conditions.
2. These terms and conditions of business shall be construed In accordance with English Law and both parties shall submit to the exclusive jurisdiction of the English Courts.
3. Unless prior written permission of a Director of the Company has been granted. This contract shall not be severable by the Buyer who shall comply with the whole agreement.
4. The placing of any order with the Company shall be deemed an acceptance of all the terms and conditions of the Company whether the order be placed orally or in writing whether signed or not signed to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any sales document or similar document.
5. The Company reserves the right to refuse cancel or defer any order for goods at any time and without warranty.
6. The price for goods supplied is that appertaining at the time of acceptance of order but remains subject to variation. Without notice by the Company where deemed necessary due to increases in the cost of labour components carriage or freight the imposition of duties adverse movements in the rate of exchange or other circumstances considered appropriate by the Company.
7. Given dates of delivery of goods are estimates only and are given in good faith. The Company shall use its best endeavours to comply with delivery dates but shall not be liable for any delay howsoever occasioned nor shall any delay affect the contract of sale or entitle the Buyer to any rebate In price nor to refuse to accept delivery of the whole or any part of the goods.
8. The Company shall not be liable for any non-delivery of all or any part of the goods.
9. All goods if delivered by the Company's vehicle shall be deemed delivered when left at the buyer's premises or the delivery address specified by the Buyer whether or not signed for. The confirmation of delivery by the Company's employee making the delivery shall be final and conclusive.
10. If delivery is made by a carrier delivery by the Company or the carrier shall be deemed good delivery to the Buyer without further proof of receipt.
11. **Payment for goods shall be made on or before one month after delivery. In the event of delay interest on overdue payment shall accrue at the rate of 1.5% per month from the date that payment became due until actual payment. Any legal costs incurred in obtaining payment will be payable by the Buyer.**
12. In the event of any cheque not being honoured on first presentation or any payment being delayed beyond the due date or any payment being deferred the Company shall have the right at its option to terminate the contract or to defer outstanding deliveries. In the event of the contract being terminated the Company may dispose of any goods in its power and take immediate proceedings for breach of contract.
13. In the event of the Buyer refusing to accept delivery of all or part of the goods the Company may at its absolute discretion either demand payment In full for goods together with any storage charges and redelivery charges or resell the goods and charge the Buyer for any shortfall. The Buyer in the event of resale shall assume the best price available has been obtained.
14. If goods are sold by sample the Buyer shall accept variations and shall only be entitled to refuse to accept tile whole or any part of the goods if the difference is such as to render the goods totally unfit for the purpose for which they are sold.
15. The Company gives no warranty or guarantee of goods of any kind whatsoever and warranties and guarantees whether expressed or implied at law are hereby excluded. The Company undertakes at the request and expense of the Buyer to pursue any reasonable claim against the manufacturers of the goods on behalf of the Buyer.
16. **No return of goods shall be accepted without prior written agreement by the Company. Claims must be made for non-delivery within ten days of invoice date and for damage within three days of delivery. Notification to be sent direct to carriers and also to the Company.**
17. The Buyer hereby expressly warrants that it is not insolvent and has not committed any act of bankruptcy or if the Buyer is a company whether limited or not does not know of any circumstances entitling anyone to appoint a Receiver or to petition for winding-up.
18. The risk In the goods shall pass to the Buyer upon delivery either to his vehicles premises or the agreed delivery address.
19. **Notwithstanding the aforesaid conditions such goods shall remain the sole and absolute property of the Company as legal and equitable owners until such time as the Buyer shall have paid the Company the full price of the goods delivered and any other sums due from the Buyer to the Seller.**
20. **The Buyer acknowledges that he is in possession of the goods on a fiduciary basis and as bailee for the Company until such time as all sums due from the Buyer to the Company are fully paid.**
21. If any of the goods are mixed or converted into other goods before such payment the property (legal and equitable) in the whole of such other goods shall be and remain with the Company until all sums due to the Company from the Buyer are paid. The Buyer agrees to store such goods or any such mixture or conversions of those goods separately from any other goods and in such a way that they are readily identifiable as the property of the Company.
22. Subject to the above the Buyer is licensed by the Company to agree to sell or dispose of the Company's goods on condition that the Buyer sell as agent and bailee of the Company save that the Buyer shall not necessarily hold himself out as such.
23. If the Buyer sells or disposes of the goods or such other mixture or conversion of the goods the Buyer will hold the proceeds of such sale or disposal and any rights or claims against 3rd parties arising from such sale or disposal in trust for payment to the Company. The Buyer shall keep such proceeds separate from all other monies and shall not pay such money into an overdrawn bank account and such money shall at all times be identifiable as the Company's monies.
24. **If any payment to the Company is overdue in whole or in part the Buyer's right to possession of the goods shall cease and the Company may without prejudice to any other rights recover or resell the goods or anyone of them and for this purpose may enter the premises where they are stored or where they are reasonably thought to be stored and may repossess the same. In this connection the Buyer will permit the Company and/or its duly authorised agents to enter without let or hindrance and without court order within any reasonable time of day and to recover all goods belonging to the Company.**
25. Furthermore the directors at the Buyer's shall be Jointly and severally liable for the price of the goods sold and/or delivered by the Company to the Buyers notwithstanding that the Company is also concurrently liable. It IS hereby expressly warranted by the Buyer or it's agents that the directors of the Buyers are fully acquainted with the Company's terms and conditions of sale and have resolved that each and every one of them shall be bound by this indemnity agreement as fully and effectively as is the Buyer.
26. The Company will make a search with a credit reference agency which will keep a record of that search and will share that Information with other businesses. The Company may also make enquiries about the principal directors with a credit reference agency.
27. The failure by the company to enforce at any time or for any period anyone or more of these terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.