

# Oracle Components Holding Group

## Terms and Conditions of Sale

1. PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS THE TERMS AND CONDITIONS OF SALE THAT APPLY TO THE PURCHASE OF PRODUCTS FROM **Oracle Components Ltd**, and its trading subsidiaries (“THE COMPANY”). ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN CUSTOMER’S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON THE COMPANY UNLESS A SEPARATE AGREEMENT HAS BEEN SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY. BY PLACING AN ORDER FOR PRODUCTS FROM THE COMPANY, OR BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED ON THE APPLICABLE PACKING SLIP, BILL OF LANDING AND/OR INVOICE RECEIVED WITH THE PRODUCTS, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS OF SALE.

2. **CONFIGURATION MANAGEMENT:** All orders placed by the Customer with the Company must have any specific requirements with respect to the Configuration/Revision/Shelf Life/Date of Manufacture/Date of Expiry clearly stated on Customers request for quote and Customer Purchase Order or Contract. The Company will ensure that any Quotes/Order Acknowledgments have this requirement clearly stated and any deviation listed on the Company Quotes/Order Acknowledgement shall prevail. Any change in requirements by the Customer after an order has been placed, must be advised in writing and will only become affective once an Order Acknowledgment is issued by the Company.

3. **AVAILABILITY AND PRICING:** Product listings, specifications, availability, and pricing are subject to change without notice. Orders are not binding upon the Company until accepted by an authorized representative of the Company. Prices listed in email and charges discussed herein are in Sterling, unless otherwise stated. Some products may not be available for shipment outside the United Kingdom. The Company reserves the right to refuse service, terminate accounts or cancel orders in its sole discretion. The Company may also change or modify these Terms and Conditions of Sale from time to time without notice. Prices shown herein reflect the latest information available at the time of the sending email. Prices charged will be those prevailing when an order is placed. For scheduled deliveries over 60 days, the Company reserves the right to charge the Customer the price of the products at shipment if higher. The Company’s quoted prices do not reflect the cost of accommodating Customer’s purchases via credit card or any third-party procurement services, software or e-commerce providers and the Company may accordingly pass through the additional charges incurred as a result of Customer’s use of such purchasing methods. Prices shown do not include any local taxes or any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Customer. Orders are accepted with the understanding that such taxes will be added, as required by law. The Company charges local sales tax unless Customer has a valid sales tax exemption certificate on file with the Company.

4. **PAYMENT TERMS:** Standard payment terms are Net 30 days. All payments are due within 30 days of the invoice date, without any deductions or setoffs. The Company will take your order on an open account (with prior approval), or credit card. Orders under £50.00 will be subject to a £5.00 service charge. Selected products containing precious metals are subject to a surcharge. The Company reserves the right to charge a late payment Fee of £20 per invoice unpaid after 3 months from invoice date, with a further £20 per invoice per month for each subsequent month full payment is not received and the Customer shall pay the Company all costs incurred by it in collecting any past

due account from Customer, including all court costs and solicitor's fees, provided, however, if the foregoing charges exceed that rate which may be lawfully charged under applicable law, then such charges shall be calculated so as not to exceed the lawful rate. The Company reserves the right to add a £25.00 service charge on all returned cheques.

5. **TITLE OF GOODS:** The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered. The Company retains the right to enter the premises in order to repossess the goods should this prove necessary. The following obligations on the part of the customer are required to be fulfilled on demand should full payment be overdue:

1. Store all goods supplied by the Company separately from goods belonging to third parties
2. Mark these goods as the property of the Company
3. Allow the Company representatives access to the premises to verify that this has been done
4. Allow the Company representatives access to repossess the goods

6. **OPEN ACCOUNTS/CUSTOMER'S FINANCIAL CONDITION:** A Customer that desires to open a credit account must furnish such information as requested by the Company. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, or reduce or suspend any credit limit at any time. Company also reserves the right to cancel any order, require payment in advance, or require the Customer to provide adequate assurance of performance, without any liability by the Company, in the event of the Customer's insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors.

7. **C.O.D.S:** If your C.O.D. order total is over £2,000.00 you must pay with a certified cheque, money order, or cashier's cheque. For orders of £2,000.00 or less, please contact your Company Account Manager for payment options. C.O.D. orders are not accepted on the website.

8. **CREDIT CARDS:** We accept credit cards from American Express®, VISA®, MasterCard®, switch®, Electron®, Maestro®, JCB® we reserve the right to charge up to 5% for the use of such cards

9. **RETURNS:** Permission for return of products must first be secured from the Company in writing. Products returned without WRITTEN CONSENT will not be accepted. Oracle Components Ltd by obtaining a Return Material Authorization (RMA) acknowledgement will not be accepted. Return Material Authorization Requests showing shipper or invoice number, date, quantities of items and Part number will be acted upon promptly. All Return Material Authorizations are conditional and are not final until the product is received and inspected by the Company. Credit will be issued at the original price charged less handling and transportation charges, where applicable. Returns may be subject to a minimum 15% restocking charge. All claims for shortages must be made within 72 hours of receipt of product.

10. **INTERNATIONAL ORDERS:** The minimum export order is £500.00. Export orders requiring special handling, packaging, and documentation are subject to additional charges. Export orders are accepted on the basis of payment in advance of shipment by a cheque in U.K. funds, wire transfer, international money order, credit card, or acceptable letter of credit. Prices are FCA and do not include insurance, freight, brokerage, duty or taxes.

11. **EXPORT CONTROLS:** Products purchased or received under these Terms and Conditions of Sale are subject to export control laws, restrictions, regulations and orders of the United Kingdom. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United Kingdom or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United Kingdom or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible to obtain any license to export, re-export or import as may be required.

12. **SHIPPING & HANDLING/DELIVERY:** All U.K. domestic shipments are FCA Shipping Point in accordance with Law and in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Customer (without regard to which party pays for the shipping costs). Company and carrier handling charges apply, Standard Handling/Delivery fee is £13.00 + vat for each delivery, additional charges may apply for delivery location, heavy, oversized, hazardous or fragile goods.. Next Day, Delivery dates provided in advance are estimates only and shall not represent fixed or guaranteed delivery dates. Export shipments are on the basis that may be charging separately for the costs, insurance, and freight to bring the products to the named place of destination.

13. **HAZARDOUS APPLICATIONS PROHIBITED:** THE COMPANY'S PRODUCTS ARE NOT RECOMMENDED OR AUTHORIZED FOR SAFETY, LIFE SUPPORT, SURGICAL IMPLANT, NUCLEAR, MILITARY OR COMMERCIAL AIRCRAFT APPLICATIONS, OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. Customer assumes all risk and liability for use in such applications and agrees to indemnify the Company for all damages that may be incurred due to use of the Company's products in these prohibited applications.

14. **WARRANTY & LIMITATION OF LIABILITY:** Products are sold by the Company with such warranties as may be extended by the manufacturer of the product(s), and there are no warranties for value added services, services bundled with the products, or other services provided by the Company. COPIES OF THE MANUFACTURERS' WARRANTIES ARE AVAILABLE PRIOR TO THE PURCHASE OF PRODUCTS BY CONTACTING THE COMPANY. THE COMPANY MAKES NO OTHER WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND USE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S IMPROPER SELECTION OF A PRODUCT FOR A PARTICULAR APPLICATION OR OTHERWISE. No warranty will apply if its products are in any way altered or modified after delivery by the Company.

THE COMPANY'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR CONNECTED IN ANY MANNER WITH THE SUPPLYING OF ANY PRODUCTS OR SERVICES HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FOR PROPERTY DAMAGE AND DEATH) OR OTHER GROUNDS, SHALL NOT IN ANY EVENT EXCEED THE PRICE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, SALES, DATA, BUSINESS, GOODWILL OR USE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE

PARTIES AGREE THAT WITHOUT THIS LIMITATION OF LIABILITY THE COMPANY WOULD NOT HAVE AGREED TO THE PRICE OR TERMS AND CONDITIONS OF THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH HEREIN APPLIES BOTH TO PRODUCTS AND SERVICES PURCHASED OR OTHERWISE PROVIDED HEREUNDER. Any cause of action against the Company must be instituted within 1 year from the date of purchase or provision of the products or services.

If the Company provides Customer with advice, training, applications support, or other assistance which concern any products supplied hereunder, or any equipment, system or the like in which the product may be installed, the Company's giving of such advice or assistance will not subject the Company to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**15. INTELLECTUAL PROPERTY RIGHTS:** The products offered for sale by the Company may be subject to patent, trademark, copyright, design and other rights of third parties. The Company shall in no event whatsoever be responsible or liable in the event of any claim of infringement of any such rights.

The Company's website(s), including without limitation, the content of the information and website(s) is copyrighted as a collective work under United Kingdom laws and applicable international copyright laws and the Company owns the full copyright in its website(s). Except as stated below, none of the materials in the Company's website(s) may be reproduced, distributed, republished, downloaded, copied in any form or by any means, displayed, posted, transmitted, modified, translated, added to, updated, compiled, or abridged without the prior written permission of the Company. Customer may download, store, print and copy selected portions of the content in the Company's website(s) provided Customer: (1) only uses the content downloaded, stored, or printed for furthering Customer's business with the Company; (2) does not publish or post any part of the content from website(s) in any other Internet site; (3) does not publish or broadcast any part of the content from the website(s) in or on any other media; and (4) does not modify or alter the content from the website(s) in any way or delete or modify any copyright or trademark notice.

**16. FORCE MAJEURE:** Oracle Components Ltd will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labour disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism and events related to such acts, epidemics, quarantine restrictions, riots, or war. Oracle Components Ltd's time for delivery or performance will be extended by the period of such delay or Oracle Components Ltd may, at its sole option, cancel any order or remaining part thereof without liability by giving notice to Customer.

**17. GOVERNING LAW:** This Agreement and any sales hereunder shall be governed by the laws of the United Kingdom without regard to conflicts of laws rules and venue shall be in the courts of the United Kingdom. The parties expressly exclude the application of the 1980 United Nations Convention of Contracts for the International Sales of Goods, if otherwise applicable.

**18. DISPUTE RESOLUTION:** Actions by the Company for non-payment by the Customer of the purchase price of products sold by the Company, or for redress of other breaches by the Customer of these Terms and Conditions of Sale may be brought by the Company, at its option, before any U.K. or foreign judicial court of competent jurisdiction or at the Company's option, disputes between the Company and the Customer, including all claims for non-performance by the Company, shall be finally settled by arbitration in the UK. Under the Commercial Rules of the Law, by a single arbitrator appointed in accordance with said Commercial Rules applying these Terms and Conditions of Sale and consistent provisions of UK Law (except conflict of law rules) in the United Kingdom

19. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. **WAIVER:** The Company's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of the Company's rights hereunder, shall not constitute a waiver of any of the Company's rights or remedies under this Agreement.

21. **NO THIRD PARTY BENEFIT:** The provisions set forth in these Terms and Conditions of Sale are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.