Viking Corp Ltd.

CONDITIONS OF SALE

1. DEFINITIONS
In these conditions:
"the Company" means Viking Corp Ltd.
"Goods" means such products as may be manufactured and/or supplied by the Company pursuant to the Contract herein and shall, where the context so admits, include any part of the Goods;
"Buyer" means the person, firm or company with whom the Contract is made;
"Order" means the order placed by the Buyer for the supply of the Goods;
"Quotation" means such quotation as may have been provided by the company referring to the goods supplied under the Contract;
"Quotation Form" means a quotation form in the standard for the time being issued by the Company;
"Order Acknowledgment Form" means an order form in the standard form for the time being issued by the Company;
"Invoice" means an invoice in the standard form for the time being issued by the Company

2. FORMATION AND SCOPE OF CONTRACT
(1) A Quotation whether or not contained in a Quotation Form is not an offer and there shall be no binding contract until the Order Acknowledgement Form has been issued by the Company as mentioned below
(2) The Contract is subject to these Conditions and (subject to clause 3 hereof) shall not be entered into until the Order Acknowledgement has been issued in writing by the Company. No variation waiver or addition expressed or implied to these conditions shall be binding on the Company or the Buyer except as specifically agreed by both parties in writing
(3) In so far as the Buyer purports to incorporate in an Order Form any terms inconsistent with these Conditions, these Conditions shall prevail and the Contract shall be deemed to be made on terms excluding the Buyer's inconsistent terms unless the said term shall have been specifically agreed by the Company in writing referring expressly to the said term incorporated by the Buyer

3. PRICES
Prices are quoted exclusive of Value Added Tax unless specifically stated. The Company reserves the right to vary the price of the Goods by notice to the Buyer given at any time before delivery for and to the extent that there is any increase in the price or cost of the Goods to the Company by reason of any foreign exchange fluctuation, changes in currency regulations, alterations in duties, variations in the Goods or raw materials, increase in the cost of materials, wages, overheads, transport, or by any reason or cause (whether or not of the same nature as the foregoing) beyond the control of the Company

4. INSTALMENTS
Where delivery of the Goods is to be made by instalments each delivery shall be deemed to be and treated as a separate contract but the failure of any delivery shall not vitiate the Contract as to other deliveries. Payment of any sum on the due date is a condition precedent to future deliveries.

5. TERMS OF PAYMENT
(1) All payments are due without any deduction whatsoever. Unless otherwise specifically agreed in writing between the Company and the Buyer payment for the Goods shall be made as follows:
(A) In respect of any Order for Goods of which the aggregate price is £8,000 or more (exclusive of VAT) the price shall be paid by the Buyer in the following manner:
(i)Payment of one-third of the said price (including VAT) shall be paid together with the Order, and
(ii)A further one-third of the said price (or of any instalment) within 7 days after despatch by the Company of written notification that the goods are complete and ready for delivery or (if earlier) on delivery thereof
(iii)The outstanding balance of the said price or of any instalment (including any sums due in respect of the cost of carriage or other expenses) shall be paid within 30 days after despatch of the said notifications or (if no such notification is given) within 30 days after delivery of the Goods
(B) In respect of any other Order for Goods (not being an Order to which sub-paragraph (1)(A) hereof applies) the whole of the price of the Goods (including any VAT and any sums due in respect of the cost of carriage or other expenses) (or of any instalment) shall be paid within 28 days of despatch by the Company of such written notification as aforesaid or (if no such notification is given) within 28 days after delivery of the goods
(2) All payments shall be made in the currency stated in the Contract (or if no currency is specifically stated then in sterling) at the Company's Head Office or at the Company's bank in the United Kingdom. All bank charges for the transfer of payment to the United Kingdom shall be for the Buyer's account
(3) If any sum payable by the Buyer hereunder is not paid within 14 days after having fallen due interest shall be payable by the Buyer on the amount of the unpaid sum at the rate of 2 per cent per annum above Barclay Bank PLC base rate from time to time calculated (on a daily basis) from the date on which such sum fell due up to the date of payment

6. TIME AND FORCE MAJEURE
(1) Any time for delivery stated by the company is an estimate only. Although the Company will use its best endeavours to supply the Goods and make deliveries in accordance with any time stipulation contained in the Contract time is not of the essence of the Contract in this report and if the Company, for whatever reason, is unable to supply the Goods or make a delivery in accordance with a time stipulation the Company is entitled to a reasonable extension of the time without entitling the buyer to cancel the Contract and the Company shall not be liable for any loss or damage suffered by the Buyer by reason of any delay in supply or delivery
(2) If the Company is prevented or hindered from supplying or making a delivery of the Goods by reason of force majeure, which expression shall be understood to include any abnormal or unforeseeable circumstances, (including without prejudice to the generality of the foregoing strikes lockouts or other labour disputes, war, fire, accident, shortage of materials or fuel, illness or epidemics or national or government interference of any description) whether or not imputable to the Company through which the fulfilment of an obligation on the part of the Company is hindered or interfered with wholly or in part and on the grounds of which such fulfilment cannot reasonably be expected, the Company may at its option at any time either cancel the Contract or suspend supply or delivery until a reasonable time after removal of the cause preventing or hindering the same;
(3) The Company expressly declares that it relies for the performance of the Contract on the due performance of contracts with its manufacturers suppliers and sub-contractors. A written declaration by the Company shall be accepted by the Buyer as conclusive proof of prevention or hindrance of supply and delivery.

7. DELIVERY
The goods will be delivered by the Company to the Buyer at the address specified in the Order and confirmed by the Company in its Order acknowledgement. Unless otherwise specifically agreed in writing between the Company and the Buyer all costs and charges in respect of transport and delivery (including insurance (if any) during transit) shall be borne by the Buyer. Subject to written notice from the Buyer to the Company and the Carrier as the case may be in accordance with Clauses II hereof, the Goods shall be deemed to have been delivered complete and in a satisfactory condition

8. RISK
(1) If delivery of the Goods is under the Contract to be made within the United Kingdom the Goods will be at the Buyer's risk as from the time of delivery. In all other cases the risk in the Goods shall pass to the Buyer as from the time when the Goods have been delivered by the Company to a Carrier for transmission to or at the direction of the Buyer.
(2) Where the Goods remain at the risk of the Company after dispatch the Buyer is liable to the Company for all loss or damage caused by the failure of the Buyer to do anything necessary to enable the Company to pursue any claim which the Company may have against the Carrier
(3) It is the sole responsibility of the Buyer to ensure that, on arrival at their destination the Goods are expeditiously and safely unloaded. The Company is not responsible for any damage to the Goods caused during unloading or for any other loss or damage occasioned thereby

9. PASSING OF PROPERTY
(1) The title to an beneficial ownership of the Goods shall not pass but remain the Company until full payment has been received by the Company
(2) The Buyer shall not resell or purport to resell or incorporate into another product or thing any other goods which have not been paid for but shall keep and store such unpaid for Goods identifiable as belonging to the Company and separate from any other Goods product or thing
(3) If, contrary to sub-clause (2) hereof, any unpaid for Goods are resold by the Buyer the Buyer shall be deemed to have made such resale as agent for the Company and in a fiduciary capacity and the Company shall be entitled to the proceeds thereof or to any claim the Buyer may have arising out of such resale
(4) If, contrary to sub-clause (2) hereof, any unpaid for Goods are incorporated into another product or thing such new product or thing shall be the sole property of the Company and be kept and stored at the Buyer's risk by the Buyer identifiable as belonging to the Company and separate from any other Goods product or thing but nevertheless so that if, contrary to this sub-clause, the Buyer sells such new product or thing the buyer shall be deemed to have made such sale as Agent for the Company and in a fiduciary capacity and the Company shall be entitled to the proceeds thereof or to any claim the buyer may have arising out of such sale to the extent of the amount due to the Company as payment for the Goods so incorporated
(5) While any of the Goods remain unpaid the Company shall be entitled to demand that the Buyer at the Buyer's own expense returns the Goods or any new product or thing into which they may have been incorporated to the Company but if the Buyer should refuse or fail within seven (7) days of such a demand to return the Goods or any such new product or thing as the case may be the Company is irrevocably authorised by the Buyer without notice to enter the premises of the Buyer and to remove the goods or such new product or thing as the case may be. Software licenses are non transferable at any time to another party. License is granted to end user only and a third party user is not granted privileges.

10. WARRANTY AND SUITABILITY
(1) The Goods are sold with the express understanding that the Buyer will independently determine the suitability of the Goods for the purpose for which they are supplied. All drawings illustrations or specifications accompanying a Quotation or contained in any price list or catalogue are to be treated as explanatory only and do not form part of the Contract Performance capacity suitability recommendations descriptions or other particulars concerning the Goods are stated and given by the Company in good faith as being approximately correct but in particular having regard to the extremely wide variety of conditions prevailing the fact that the Company may not itself be the manufacturer of the Goods it is the responsibility by the Buyer to ensure that the Goods are adequate for the purpose intended and to have tested the suitability of the Goods for the particular use contemplated. The Company is not responsible for any loss, direct or consequential, caused by reason of the Goods thought supplied in accordance with the Order not being fit for such purpose or use
(2) The Company warrants the equipment to operate in the manner set out in the quotation referred to above and that the materials and workmanship in the product conform to the best commercial practices

11. CLAIMS BY THE BUYER
It shall be the duty of the Buyer to ensure inspection of the Goods upon delivery. The Company shall not be liable for any claim whatsoever by the Buyer howsoever arising (including any claim arising by reason of the negligence of the Company or its servants or agents) in respect of a defect in quality or quantity of the Goods or for any loss or damage in transit unless notice is given to the Company and the Carrier as the case may be in accordance with the Clause:
(1) In the case of any claim for non-delivery of any consignment, written notice of such claim shall be given to the company and any Carrier engaged by the Company within 14 days after the date of despatch shown on the Invoice;
(2) In the case of any claim for short delivery written notice of such claim shall be given to the Company and any Carrier engaged by the Company within 3 working days after delivery of the consignment in question and the Company and the Carrier shall be given an adequate opportunity to recount the goods as the case may be;
(3) In the case of any claim for damage to or deterioration of the Goods in transit, written notice of such claim shall be given to the Company and any Carrier engaged by the Company within 3 working days after delivery of the Goods and the Company and the Carrier shall be given an adequate opportunity to inspect the Goods in question;
(4) In the case of any claim for defective Goods by reason of any defects in materials or workmanship written notice of such claim shall be given to the Company in sufficient time for it to be shown to the Company'

12. LIABILITY
(1) Subject and without prejudice to Clause 10 hereof the Company's liability in respect of any claim made by the Buyer is limited solely to the replacement or repair of Goods not delivered, damaged in transit or otherwise defective, as the case may be, or, at the option of the company, the value thereof and shall, subject to sub-clause (2) hereof, in no event, extend to any liability for loss of profit or damage to plant or for any costs incurred by the Buyer in repairing or doing work on the Goods (unless such repair or work is effected by or on behalf of the Buyer with the prior written consent of the Company) or for consequential or special loss or damage sustained by the Buyer arising out of such non-delivery, damage in transit or defect;
(2) In the event of any liability or loss, direct or consequential, caused to or suffered by the Buyer in consequence of any defect in the Goods such defect being caused by any manufacturer supplier or sub-contractor to the Company, the Company shall be under no liability in respect thereof, save as provided in sub-clause (1) hereof, but shall, upon the written request of the Buyer, assign to the Buyer such rights as it has against such manufacturer supplier or sub=contractor and do all such acts, PROVIDED ALWAYS that the Buyer keeps the Company at all time fully indemnified in respect of the cost thereof, as may be reasonably necessary to enable the Buyer to pursue any claim against such manufacturer supplier or sub-contractor;
(3) Subject as herein provided all warranties, guarantees, conditions and representations on the part of or to be performed by the Company whether collateral hereto or otherwise and whether express or implied by common law, statute, custom of the trade or otherwise are hereby expressly excluded and extinguished so far as the law applicable hereto will allow;
(4) The Buyer shall indemnify the Company in the event of any claim against the Company by reason of any loss damage or injury occasioned by the Goods after delivery or arising out of the use of the Goods by the Buyer or others;
(5) There will be a charge for visits made by the Company's technicians, at any time (including during the 90 day period mentioned in clause 11(4) hereof) if such visits are only necessary by during reason of the Buyer's failure properly to carry out corrective measures as advised by the Company's technicians, and such charges will be according to the Company's usual scale of service charges

13. BUYER'S OBLIGATIONS AND DEFAULT
(1) Once a Contract subsists between the Company and the Buyer the same cannot be cancelled by the Buyer except with the Company's written consent and on terms which will indemnify the Company against all losses and costs occasioned by such cancellation;
(2) No Goods, whether or not claimed by the Buyer and/or acknowledged by the Company to be defective, will be accepted if returned unless such return is authorised in writing by the Company;
(3) If the Buyer fails to accept delivery of or to make payment for the Goods, commits an act of bankruptcy or becomes insolvent or has any execution or distress levied upon his goods or property being a limited company passes any resolution for its winding –up or an order for winding –up is made or if a receiver is appointed or if or at any time the Company reasonably considers that the Buyer is or may be unable to pay for the Goods to be delivered in accordance with the Contract the Company may stop any of the Goods in transit and suspend further deliveries and may determine the Contract but nothing in the clause shall prejudice any existing claims or any other right vested in the Company.

14. CONSTRUCTION AND PROPER LAW
The Contract shall be construed in accordance with and governed by the law of England which shall be the proper law of the Contract and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.