

TERMS AND CONDITIONS OF SALE

The following terms and conditions (“Conditions”) are the terms on which **SPEECH GRAPHICS LIMITED** (“Company”) provides the Services and/or sells the Products to a person or a business (each a “Buyer”) and supersede all other terms and conditions used by the Company. The Conditions will govern each contract (“Contract”) between the Company and the Buyer to the exclusion of and in priority to any terms and conditions of purchase of the Buyer, notwithstanding anything to the contrary in such terms and conditions.

1 Orders, Price and Payment

- 1.1 No Contract shall come into existence until the Company confirms the order for the provision of the Services and/or the Products.
- 1.2 The price (exclusive of VAT) for the provision of the Services and/or the Products (“Price”) shall be the quoted price of the Company, subject to the fact that the Company reserves the right, by giving notice to the Buyer at any time before delivery or collection, to vary the Price to reflect any increase in the cost to the Company and/or any factor beyond the control of the Company (including without limitation raw material, time and/or labour costs), and/or which is caused by the failure of the Buyer to give the Company adequate instructions and/or any subsequent request by the Buyer which is agreed in writing by the Company varying the Services and/or Products.
- 1.3 Payment of the Price shall be made by the Buyer within [14] days from the date of the relevant invoice or within such other time period as specified in the Quotation for the relevant provision of Services and/or Products (“Due Date”). Time shall be of the essence for payment and the Buyer will make payment without any set-off, compensation or deduction of any kind.
- 1.4 If the Price is not paid by the Due Date then, without prejudice to any other right or remedy available, the Company will be entitled to cancel the Contract or suspend any further provision of Services and/or supply of Products and charge the Buyer interest, both before and after court judgement, on the unpaid portion of the Price at the rate of five per cent per annum above the base rate from time to time of the Bank of Scotland.
- 1.5 No order or Contract may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer will indemnify the Company in full against all loss (including without limitation loss of profit), costs, damages, charges and expenses incurred by the Company as a result of such cancellation.

2 Products

- 2.1 The description, specification and quantity of the Products to be sold (“Products”) shall be as set out in the quotation provided by the Company to the Buyer (“Quotation”). The Company reserves the right to make any changes to the specification of the Products which is required to conform to any applicable law.
- 2.2 The Company’s employees or agents are not authorised to make any variations to or representations concerning the Products unless confirmed by the Company in writing. In entering into any Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.3 Where Products are to be supplied in instalments, each supply will constitute a separate Contract and failure by the Company to supply any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments will not entitle the Buyer to treat the Contract as a whole as repudiated.

3 Services

- 3.1 The description and specification of the Services to be provided (“Services”) shall be as set out in the Quotation provided by the Company to the Buyer. The Company reserves the right to make any changes in the specification of Services which is required to conform to any applicable law.
- 3.2 The Company’s employees or agents are not authorised to make any variations to or representations concerning the Services unless confirmed by the Company in writing. In entering into any Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.3 Where Services are to be supplied in instalments, each supply will constitute a separate Contract and failure by the Company to supply any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments will not entitle the Buyer to treat the Contract as a whole as repudiated.

4 Delivery

- 4.1 Delivery of the Products and/or provision of the Services by the Company to the Buyer shall be deemed to have been effected:-
 - 4.1.1 if the Products are delivered to the Buyer or to the Buyer's nominee by a carrier on the order of the Company or by the Company's own transport, when the Goods are unloaded at the address for delivery;
 - 4.1.2 if the Goods are collected from the Company by or on behalf of the Buyer, when the Goods have been collected from the Company’s premises or loaded onto the collecting vehicle; and
 - 4.1.3 if the Services are provided at the site or sites detailed in the quotation.
- 4.2 Time of delivery or supply of the Goods and/or Services shall not be of the essence of the Contract and the Company accepts no liability for failure to meet quoted delivery or supply times, which shall be treated as estimates only and any such failure shall not entitle the Buyer to repudiate, cancel or terminate any order or the Contract or claim damages in respect of any such failure.
- 4.3 Unless the Company shall otherwise agree in writing, the Company shall not be bound to deliver or supply the Goods in one lot, shipment or consignment, and the Buyer shall be bound to accept split deliveries or delivery or supply of the Goods by installments.

5 Acceptance

The Buyer will be responsible, at its expense, for inspecting the provision of Services hereunder and the Products provided forthwith upon receipt. Any claim by the Buyer which is based on any defect in the quality or condition of the provision of Services and/or Products and/or their failure to correspond with any specification requires to be notified to the Company in writing within 7 days from the date of receipt (time being of the essence) or, where such defect/failure was not reasonably apparent at the time of such inspection, within 7 days after discovery of such defect/failure. Where the Buyer validly notifies any such defect/failure and the Company accepts that it is liable for any such defect/failure, the Company will be entitled at its sole discretion to repair or replace or correct the Products and/or the Services (or the part in question) free of charge or refund to the Buyer the Price (or a proportionate part of the Price) if the price of the Products and/or in respect of the provision of the Services has been paid but the Company will have no further liability to the Buyer in damages or otherwise. Where the Buyer does not validly notify any such defect/failure the Buyer will not be entitled thereafter to reject the Services and/or the Products and, the Buyer will remain liable to pay the Price of the provision of the Services and/or the Products and the Company will have no liability for such defect/failure.

6 Title and Risk

- 6.1 Risk of damage to or loss of Products and/or in respect of the provision of the Services will pass to the Buyer at the time of receipt of the Products and/or Services which shall be deemed to be the time when the Company tenders delivery/transmission or collection of the Products and/or Services).
- 6.2 Notwithstanding delivery/transmission and the passing of risk, title in the Products and/or in respect to the provision of the Services, to the extent possible in terms of Condition 6, shall not pass to the Buyer until the Company has received payment in cleared funds of the Price and all other sums owing by the Buyer to the Company from time to time.
- 6.3 Until such time as the title in the Products passes to the Buyer, the Buyer will hold the Products as Company's agent and trustee and will keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property.
- 6.4 Until such time as the property in the Products and/or provision of the Services passes to the Buyer, the Company will be entitled at any time to require the Buyer to deliver up the Products and/or Services to the Company at the Buyer's expense or to enter upon any premises of the Buyer or any third party where the Products are stored and/or Services have been received and repossess the Products and/or Services.

7 Intellectual Property Rights

- 7.1 All intellectual property rights, including but not limited to all patents, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered ("Intellectual Property Rights") in or arising out of or in connection with the Products or Services shall be owned by the Company.
- 7.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the supply of the Products and provision of the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Buyer.
- 7.3 The Company hereby grants to the Buyer a personal, royalty free, non-exclusive licence to use the Intellectual Property Rights in and to the Products and/or the provision of the Services only for the purpose agreed by the Company in writing. For the avoidance of doubt the licence right granted by the Company in favour of the Buyer hereunder cannot be assigned and/or transferred and cannot be used for any commercial purpose other than in the ordinary course of Buyer's business.
- 7.4 Notwithstanding the terms of Condition 7.1 in the event the Buyer requests in writing and the Company agrees in writing, the Company may assign its Intellectual Property Rights and/or waive its moral rights in respect of the provision of the Services and/or the sale of the Products, but always subject to the Price being adjusted to reflect such an agreement.

8 Limitation of liability

- 8.1 Nothing in these Conditions will limit the liability of the Company for personal injury or death caused by the Company's negligence.
- 8.2 Without prejudice to Condition 8.1, and except to the extent implied by law and which by law cannot hereby be excluded, the Company shall not be liable to the Buyer or any third party for

any loss of profit, consequential or other economic loss suffered by Buyer in connection with any Contract. The Buyer shall be responsible for insuring itself against any such losses.

8.3 Save in respect of the remedies provided in Condition 5, and without prejudice to Condition 8.1, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Products and/or the Services provided hereunder.

8.4 Unless otherwise stated in the Contract, the Products and provision of the Services are not tested or sold as fit for any particular purpose or as conforming to any general or particular standards and the Company gives no warranty, representation or undertaking regarding the quality or condition of the Products and standard of the provision of the Services and all such warranties, representations and undertakings implied by law are excluded to the maximum extent possible.

9 Force majeure

The Company shall not be liable for any default, delay or failure to fulfil any obligation under any Contract which is due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake, or shortage of supply.

10 Termination

The Company will be entitled, without any liability to the Buyer, to terminate the Contract or suspend any further deliveries of the Products and/or provision of the Services in the event that the Buyer is in material breach of the contract or suffers an Insolvency Event. Upon termination/suspension any sum due by the Buyer to the Company will become immediately due and payable and, without prejudice to any other right or remedy available to the Company, the Company will be entitled to require the Buyer to deliver up any Products which have not been paid for to the Company at the Buyer's expense or to enter upon any premises of Buyer or any third party where such Products are stored and repossess such Products where any sum remains outstanding by the Buyer to the Company. In this clause "Insolvency Event" means any of the following: Buyer making any voluntary arrangement with its creditors or (being an individual or firm) becoming bankrupt or (being a company) going into liquidation; a security holder taking possession of, or a receiver or administrator is appointed over, any of the property or assets of the Buyer; the Buyer ceasing or threatening to cease to carry on business; or the Company reasonably apprehending that any of such events is likely to occur in relation to the Buyer.

11 Confidentiality

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Condition 11 shall survive termination of the Contract.

12 General

12.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12.2 The Company may without the consent of the Buyer sub-licence or delegate its rights or obligations under any part of these Conditions but will retain responsibility to the Buyer for the proper performance of such obligations. The Buyer is not permitted to assign the benefit or burden of any Contract without the Company's prior written consent.

12.3 The headings in these Conditions are for ease of reference only and shall not effect the interpretation of these Conditions.

12.4 Save in respect of statements made fraudulently, neither the Company nor the Buyer shall have any remedy in respect of any representation or untrue statement upon which it relied in entering any Contract and that its only remedies shall be for breach of contract.

13 Governing law and jurisdiction

The laws of Scotland shall govern these Conditions and all Contracts, and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.