



Terms And Conditions Of Sale

"SLE" shall mean SLE Ltd.

"The Customer" shall mean any person, company or firm entering into any contract for the provision of goods services to which these conditions shall apply.

1. Basis of the Contract

- 1.1 SLE shall provide, and the Customer shall receive goods or services ("Goods" or "Services" respectively) in accordance with written quotations or estimates of SLE which are accepted by the customer, or a written order of the Customer which is accepted by SLE, subject in either case to these conditions, which shall govern the contract between the parties ("the Contract") to the exclusion of any other terms and conditions (but subject to Clause 1.5 and Clause 1.6) subject to which any such quotation or estimate is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 1.2 For the purposes of these Conditions the definition of "Goods" shall include any goods supplied by the Customer in relation to which the Goods are to be provided.
- 1.3 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and SLE.
- 1.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by SLE shall be subject to correction without any liability on the part of SLE.
- 1.5 If the Goods or Services comprise software licensed by SLE to the Customer (the "Licensed Software") then the terms of SLE's 'End User Licence Agreement' shall apply to the Licensed Software and its usage by the Customer. The 'End User Licence Agreement' shall be deemed to be incorporated into these Conditions and be binding upon the Customer in the event that the Customer uses the Licensed Software. If there is a conflict between the 'End User Licence Agreement' and these Conditions then the 'End User Licence Agreement' shall prevail.
- 1.6 The Licensed Software may only be installed on the particular Goods or Services as noted in the relevant order acknowledgement form. The fee in relation to any Licensed Software shall be in accordance with the relevant order acknowledgement form and invoice.

2. Orders and Specifications

- 2.1 All orders accepted shall be subject exclusively to these Conditions and no others.
- 2.2 The Customer shall be responsible to SLE for ensuring the accuracy of the terms of any order submitted by the Customer, and for giving SLE any necessary information relating to the Goods or Services required within a sufficient time to enable SLE to perform the Contract in accordance with its terms.
- 2.3 The quantity and description of the Goods required shall be those set out in SLE's quotation, estimate or order acknowledgement forms to the exclusion of all others including any forms submitted by the Customer.
- 2.4 SLE reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, which do not materially adversely affect quality or performance.
- 2.5 No order, which has been accepted by SLE, may be cancelled by the Customer except with the agreement in writing of SLE and on terms that the Customer shall pay to SLE a sum equal to 20% of the value of the order as a contribution to the costs and expenses incurred by SLE as a result of cancellation.

3. Price

- 3.1 The price of the Goods shall be SLE's quoted price as described in SLE's quotation, estimate order, or order acknowledgement forms or, where no price has been quoted (or a quoted price is no longer valid), the price listed in SLE's published price list current at the date of acceptance of the order. All the prices quoted are valid for thirty days only, or until earlier acceptance by the Customer (unless otherwise specified in writing by SLE), after which time they may be altered by SLE without giving notice to the Customer.
- 3.2 SLE reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to SLE, which is due to any factor beyond the control of SLE (such as, without limitation, any foreign exchange fluctuation, currency regulations, alterations of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change to delivery dates, quantities or specifications for the Goods which is requested by the quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give SLE adequate information or instructions.
- 3.3 SLE reserves the right to withdraw or cancel any Goods in any price list without notice at any time prior to acceptance of an order.

- 3.4 Except as otherwise stated under the terms of any quotation or estimate or in any price list of SLE, and unless otherwise agreed in writing between the Customer and SLE, all prices for Goods are given by SLE on an ex works basis, and where SLE agrees to deliver the Goods other than at SLE's premises, the Customer shall be liable to pay SLE's charges for transport, packaging and insurance and documentation.

- 3.5 The price for any Goods is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay SLE.

4. Terms of Payment

- 4.1 Subject to any special terms agreed in writing between the Customer and SLE, SLE shall be entitled to invoice the Customer for the price of the of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer, or the Customer wrongfully fails to take delivery of the Goods, in which event SLE shall be entitled to invoice the Customer for the price at any time after SLE has notified the Customer that the Goods are ready for collection or (as the case may be) SLE has tendered delivery of the Goods.
- 4.2 The Customer shall pay the price of the Goods within thirty days of the date of SLE's invoice unless otherwise agreed with SLE, notwithstanding that delivery may not have taken place and the property in the Goods has not been passed to the Customer. The time of payment will be issued only upon request.
- 4.3 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to SLE, SLE shall be entitled to:
 - 4.3.1 Cancel the Contract or suspend any further deliveries to the Customer
 - 4.3.2 Appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other Contract between the Customer and SLE) as SLE may think fit (notwithstanding any purported appropriation by the Customer), and
 - 4.3.3 Charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of two percent per month from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5. Delivery

- 5.1 Delivery of Goods shall be made by SLE, delivering the Goods to the place for delivery agreed by the Customer and SLE.
- 5.2 Unless specifically agreed in advance any dates quoted for the delivery of Goods are approximate only, and SLE shall not be liable for any delay in delivery of Goods however so caused. Time for delivery shall not be of the essence unless previously agreed by SLE in writing.
- 5.3 If the Customer fails to take delivery of the Goods or fails to give SLE adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control, or by reason of SLE's fault, such fault not being due to any cause beyond SLE's reasonable control as defined in clause 8.7 below) then, without prejudice to any other right or remedy available to SLE, SLE may:
 - 5.3.1 Store such Goods actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 5.3.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6. Delivery Charge

A delivery charge as published in SLE's current price list will be added to each order.

7. Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery of the Goods or, if the Customer wrongfully fails to take delivery of the Goods, at the time when SLE has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until SLE has received in cash or cleared funds payment in full of the price of the Goods and all other goods or services agreed to be sold by SLE to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the goods as SLE's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as SLE's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to SLE for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds



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separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds properly stored, protected and insured.

- 7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold). SLE shall be entitled at any time to require the Customer to deliver up the Goods to SLE, and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of SLE, but if the Customer does so, all monies owing by the Customer to SLE shall (without prejudice to any other right or remedy of SLE) forthwith become due and payable.

8. Warranties and Liability

SLE's Statement of Limited Warranty

8.1 Limited Warranty

The warranties provided by SLE Ltd in this Statement of Limited Warranty apply only to the Product(s) Customer purchases for Customer's use. The Term Product(s) mean(s) as described in the Invoice.

Please note that any warranty services must be accompanied by the proof of purchase (example, a copy of Customer's sales receipt) through which the warranted Product(s) was (were) purchased. Customer purchasing through SLE Ltd must contact SLE Ltd promptly following such purchase to enable this warranty.

8.2 Limited Warranty Period

8.2.1 SLE warrants this Product(s) and its parts against defects in materials or workmanship for 12 months (Warranty Period) from the date of SLE Ltd's sales invoice for the Product(s). With the exception of the items listed below;

- I. Flow Sensor Cables – Six (6) months from the date of sales invoice
- II. Oxygen Cells and other gas measurement cells – Twelve (12) months from the date of sales invoice.
- III. Perishable/ single use items – Opening of the packet and within shelf life.
- VI. Reusable Flow Sensors – Three (3) months from date of invoice.
- V. Batteries for SLE5000 – Nine (9) months from date of sales invoice.

9. Warranty Conditions

- 9.1 SLE hereby warrants under the terms and conditions set out in this Statement of Limited Warranty on the quality of materials and assembly of the Product(s) and spare parts it supplies within the scope of the Product(s) specification stated in the Invoice. Customer must check the Product(s) on receipt and report any defects to SLE Ltd in writing within ten (10) working days from the date of receipt of the Product(s), otherwise the Product(s) will be regarded as accepted and approved in all functions and faultless.
- 9.2 The customer may be required with the support of SLE to undertake fault diagnosis or trouble shooting checks to root cause a fault condition, where appropriate and prior to any warranty claim.
- 9.3 During the Warranty Period, SLE will repair or replace defective parts with new, without charge to Customer and with no further liability to SLE.
- 9.4 All original part(s) replaced in the Product(s) become property of SLE Ltd.
- 9.5 Service and repair work under warranty conditions are carried out by SLE Ltd directly or by a partner sub-contractor firm as appointed by SLE Ltd.
- 9.6 Service and repair lead times are regarded as agreed approximations and can vary in individual cases.
- 9.7 SLE Ltd warrants that the Product(s) will be free from defects in title, material and workmanship under normal use and service and the equipment will perform substantially in accordance with SLE Ltd's written technical specifications for the equipment, which is attached with Product(s).
- 9.8 The warranty period for Product(s) replaced under warranty conditions runs at most until the expiry date of the original (first) warranty.
- 9.9 In cases where the Customer has purchased combined Product(s), from SLE Ltd, consisting of parts manufactured by SLE Ltd and parts manufactured by a third party, the afore-mentioned warranty of SLE Ltd only relates to those parts being manufactured by SLE Ltd.
- 9.10 SLE makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this Product(s) other than as set forth above.
- 9.11 Except as provided above, SLE is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the Product(s). Under no circumstances shall SLE be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the Product(s).
- 9.12 The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

10. Customer's Additional Responsibilities

Customer agrees;

- 10.1 before SLE Ltd or its subcontractor exchanges a part of the Product(s), Customer shall remove all features, parts, options, alterations, and attachments which are not covered by the warranty and ensure that the Product(s) is/are free of any legal obligations or restrictions that prevent its exchange;
- 10.2 to follow the manual and service request procedures while installing the Product(s);
- 10.3 backup and secure all programs, data, contained in the Product(s);
- 10.4 to obtain authorization from the owner of the equipment to have SLE Ltd or its subcontractor allow safe access to service the Product(s) that Customer does not own;
- 10.5 to allow SLE Ltd or its subcontractor to install mandatory engineering changes, such as those required for safety.
- 10.6 To make full payment for the goods, on time and within terms and conditions of sale.

11 Exclusion of Warranty

Unless otherwise agreed, the following are not included in SLE Ltd's Limited Warranty Statement;

- 11.1 Any adjustment, such as alignment, calibration, or other normal preventative maintenance required to be undertaken by the Customer
- 11.2 work due to failure of Customer's electrical environment; backup of software and/or data; removal of Customer's modifications to an SLE Ltd Product(s) or its components.

12 In addition to the above exclusions, this statement of limited warranty does not cover the following:

- 12.1 failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance, cleaning or any defects caused by Customer or any third party;
- 12.2 failure due to events beyond SLE's control;
- 12.3 any non-SLE Product(s), including those provided with, or installed by Customer or any third party, at Customer's request;
- 12.4 The warranty is voided by removal or alteration of identification labels on the Product(s) or its parts.
- 12.5 Defects attributable to faulty installation or failure to follow the instruction manual by Customer or by a third-party who commissioned the Product(s);
- 12.6 The suitability of products for a particular purpose;
- 12.7 Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.

13 Limitation of Liability

Notwithstanding anything stated to the contrary in this Statement of Limited Liability, regardless of the nature of claim, SLE's aggregate liability under this Statement of Limited Liability shall be limited to actual direct damages up to total order value of each Product(s). SLE shall in no event be liable for indirect or consequential losses, loss of/damage to, data and third party claims, even if SLE has been advised of possibility of such damages. Claims under the terms of EU-Medical Device Directive (93/42/EEC), country-specific regulations and Product(s) liability legislation are unaffected by the foregoing liability limitations.

14 Insolvency of Customer

- 14.1 This clause applies if:
 - 14.1.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 14.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or
 - 14.1.3 The Customer ceases, or threatens to cease, to carry on business, or
 - 14.1.4 SLE reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 14.2 If this clause applies then, without prejudice to any other right or remedy available to SLE, SLE shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary in the absence of immediate payment SLE shall have the right to enter the Customers premises to recover possession of such Goods (which action the Customer hereby agrees and accepts) and recover all damages and losses sustained by it as a result thereof.

15 General



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- 15.1 Any notice required or, permitted to be given, by either party by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 15.3 The Contract shall be governed by the laws of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.