

FULLBROOK SYSTEMS LIMITED STANDARD TERMS AND CONDITIONS	
Definitions:	<ol style="list-style-type: none"> 1. "Goods" means any goods and/or services provided by the Company as ordered by the Client. 2. "Company" means Fullbrook Systems Limited 3. "Client" means the person, firm or company placing an order with the Company.
Application:	These terms and conditions apply to any provision of services or materials by the company to the client.
Formation of contract:	All goods sold by the company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company.
Quotations:	The prices, quantities and delivery time estimates stated in any quotation are not binding on the Company. They are commercial estimates only, which the Company will make reasonable efforts to achieve.
Orders:	Orders will be deemed to have been placed when an e-mail / fax / letter confirmation has been received from a responsible executive of the client company.
Timetable:	The Company will use its best endeavours to supply the services or materials within the timetable quoted.
Risk of Loss:	The risk of loss or damage to the Goods shall pass to the client upon delivery of the goods.
Title:	Title to all service/goods supplied shall not pass to the customer until all payments have been made in full.
Payments:	Unless stated otherwise, payment within 21 days from date of invoice.
Late Payments:	Under the Late Payment of Commercial Debts (Interest) Act 1998 we reserve the right to charge interest on late payment of invoice.
Cancellation:	A restocking charge of 20% of the total value of the order will be payable on the cancellation of the order.
Notice:	All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.
Limitation of Liability:	<ol style="list-style-type: none"> 1. The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. 2. Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents. 3. The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.
Force Majeure:	The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.
Governing Law	These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.