

Terms and Conditions

The following provisions govern sales by Profusion plc to our customers. Please review these as they are the Contract under which all sales are made.

Acceptance

All orders are accepted by Profusion plc (Profusion) subject to and in accordance with these Terms and Conditions. These Terms and Conditions override and exclude any terms and conditions in or referred to in any negotiations or course of dealing between Profusion and the Customer or set out in the Customer's standard terms and conditions and constitute the entire agreement between Profusion and the Customer for the sale of products or services. No variation to these Terms and Conditions is permitted unless expressly authorised in writing by a director of Profusion plc.

Quotations

Quotations are valid for thirty days and represent no obligation to Profusion until Profusion accepts the purchase order for the full quotation and issues an order acknowledgement. Any variation in quantities ordered may result in a price re-negotiation. Profusion reserves the right to increase the prices on any order, including acknowledged orders, in the event of an unexpected increase in cost (including, in particular, in the event of exchange rate variations).

Payment

For account customers payment shall be made in full upon request, and in no circumstances later than thirty days from the date of invoice. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, Profusion shall be entitled to: i) Cancel the order or suspend any further deliveries. ii) Charge an administration fee for any legal or other actions required to recover monies due.

Exports

The purchaser acknowledges that the goods or technical data may be subject to import or export control restrictions applicable to Profusion and / or the Customer Profusion and /or the Customer under U.K. or foreign laws or regulations. The Customer will not do or omit to do anything that would place Profusion in breach of the said laws or regulations.

New accounts

Customers wishing to open an account are required to complete an account application form. Until an account is opened Customers are asked to send payment with order.

VAT

Prices are exclusive of VAT, which will be charged on any supplies to a UK address at the rate current at the time of despatch. For shipments to another EC member state, VAT

will not be charged, providing an EC VAT number is supplied by the consignee of the Goods at the time of ordering. Supplies to a non EC member state will be zero rated for VAT purposes in accordance with Customs/Excise Notice 703.

Despatch

Any times stated for despatch are estimates only. Profusion will use reasonable endeavours to meet delivery estimates but accepts no liability whatsoever for failure to deliver within the estimated delivery times however arising. Profusion reserves the right to deliver in more than one shipment. Time for delivery will not be of the essence.

Telephone orders

Orders will be accepted by telephone for account customers if an order number or reference is quoted. Written confirmation of telephone orders must be clearly marked with both the order number and 'confirmation'. Profusion will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

Delivery charges

A charge may be made against orders to cover the cost of carriage and packing. Special deliveries will be charged at cost. Unless otherwise stated by written agreement all export deliveries will be executed on an EXW basis. EXW shall have the meaning given to it in INCOTERMS 2000. We may offer delivery on the basis of other INCOTERMS 2000 at additional cost if required. The Customer is responsible for all duties, imports, levies and other outlays levied by any authorities in connection with the Goods and will indemnify us against any expenses or losses incurred by us in connection with the foregoing. Obtaining any necessary import licenses is the responsibility of the Customer.

Title

The products shall be at the Customer's risk as from delivery. Ownership of all goods supplied to the Customer shall remain Profusion's until payment is received for the full invoice price. Until ownership passes to the Customer Profusion retains full legal and beneficial title to the Goods and reserves the right at any time to require the Customer to deliver up the goods to Profusion and, if the Customer fails to do so forthwith upon our request, to enter upon any of their premises or of any third party where the goods are stored and repossess the goods.

Guarantee

Profusion guarantees at its discretion to refund the price of the goods or to replace free of charge any goods found to its satisfaction to be defective within twelve months from the date of despatch, provided that the goods have not been subjected to conditions beyond their specification and examination by Profusion confirms that the defect has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair. The Guarantee shall not be affected by and no obligation or liability shall result from providing technical advice in connection with the order for the goods. Faulty goods must be returned carriage paid and with full details of failure. Profusion shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms

of the contract with the customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Profusion, its employees or agents or otherwise) which arise out of or in connection with the supply of the products or their use or resale by the Customer.

The entire liability of Profusion under or in connection with the contract with the Customer shall not exceed the price of the products except as expressly provided in these Terms and Conditions.

Description and data

Profusion will take all reasonable steps to ensure the accuracy of details relating to goods but accepts no liability in contract or in tort or under statute or otherwise for any error or omission in any technical data or literature supplied to the Customer whether caused by Profusion's negligence or otherwise.

Returns

Profusion will not accept returned goods without prior consent, except under guarantee. If Profusion agrees to accept returned goods other than under guarantee the goods shall be in original condition. A handling charge may be levied on returned goods. If there are shortages or damages to the goods occurring in transit, the Customer must notify Profusion 7 days from the date of delivery, giving full details of any such shortages or damages and the Customer must return the goods to Profusion together with all packaging.

Cancellation

Cancellation of orders can only be accepted after prior agreement. All cancellations will be subject to a cancellation charge.

Miscellaneous

If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

We shall not be liable to the Customer for any delay or failure to perform any of Profusion's obligations hereunder which is due to causes or circumstances beyond our control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.

All Contracts between Profusion and the customer shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

These Terms and Conditions of Sale supersede all previous issues.

Profusion plc Ref: September 2005.