

**ASTER TRAINING
TERMS AND CONDITIONS OF SALE – January 2006**

1. DEFINITIONS

“Quotation” means the Supplier’s Quotation to the Purchaser

“Order” means the order placed by the Purchaser

“Purchaser” means the person placing the Order

“Supplier” means Aster Training (a division of Aster Interim Solutions Ltd)

“Contract” means any contract resulting from an Order

“Goods” means the goods and/or services which are the subject of a Contract

2. APPLICATION

The placing of an Order shall be deemed to constitute acceptance of the following Terms and Conditions and they shall apply in respect of the Quotation and the Contract. Any attempted alteration or qualification by the Purchaser of these terms and conditions and any other term or condition which the Purchaser seeks to impose will be inoperative and inapplicable unless previously agreed in writing.

3. CONTRACT PRICE

The contract price is that stated in the Quotation or on the Aster Training web-site at the time of placement of the order unless subsequently agreed in writing by a duly authorised officer of the Supplier but subject to the following:

- (a) Cost of or occasioned by any modification, or by any variation in specification or design required by Purchaser,
- (b) Cost occasioned by any variation of rates of production or of quantities required by Purchaser to be additional.
- (c) Unless otherwise stated, all prices are exclusive of Value Added Tax, if any, or any other applicable taxes.

4. DRAWINGS

Specifications, drawings, descriptive weights and dimensions submitted with a quotation, and descriptions and illustrations contained in sales literature and price lists, are approximate only and the Purchaser shall have no remedy or claim against the Supplier by reason of the fact that Goods do not conform with them in all respects. No specifications, documents and other information supplied or issued (whether before or after the formation of the Contract) to the Purchaser or for the use or information of the Purchaser shall be copied or reproduced by the Purchaser or communicated by the Purchaser to any third party, or used otherwise than in connection with the Goods, without the Supplier’s express consent in writing and the Purchaser shall keep in confidence all those supplied to the Purchaser.

5. INSPECTION

The Supplier operates a system of sample inspection before Goods are dispatched or delivered. If any additional inspection is desired by the Purchaser any additional expense which is incurred thereby shall be borne and paid by the Purchaser.

6. DELIVERY AND DESPATCH

Any time or date stated by the Supplier for delivery and/or dispatch is an estimate only.

7. CARRIER AND PACKING

Unless otherwise specified, the prices quoted exclude packing and freight which will be charged at cost.

8. PASSING OF PROPERTY

- i) Until the Supplier has been paid in full for Goods/Services, and subject to the Purchaser’s right of disposal under (ii) below:-
 - (a) Such goods remain the property of the Supplier (but this shall not affect the passing of the risk to the Purchaser)
 - (b) The Supplier may at any time or times recover and/or resell all or any such Goods for which payment is overdue in whole or in part and for that purpose the Supplier and/or its servants and agents may enter upon any land or building where such Goods are located
 - (c) The Purchaser as bailee of such Goods for the Supplier will store the same for the Supplier in a proper manner without charge to the supplier and shall clearly mark them as being the property of the Supplier.
- ii) The Purchaser has the right to dispose of such Goods in the course of its business for the account of the Supplier and to pass title to such Goods to its customers being bona fide purchaser for value
- iii) In the event of such disposal the Purchaser had the fiduciary duty to the Supplier to account to the Supplier for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under the Contract.

9. DAMAGE OR LOSS IN TRANSIT

The Supplier shall not be liable in any way for any damage or loss in transit.

10. WARRANTY

- i) The Supplier undertakes, subject to paragraph (ii) below, to replace or at its option repair free of cost any Goods or parts thereof which shall be proved to the Supplier’s satisfaction to be defective through faulty materials or workmanship provided that such defect is discovered within 14 calendar days of dispatch by the Supplier.
- ii) Written notice of the defect together with full details thereof must be given to the Customer Services Department of the Supplier within fourteen (14) days of the discovery of the defect.

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10. CONTINUED

- iii) Defective Goods returned to the Supplier must be satisfactorily packed and carriage paid and they remain at the Purchaser's risk.
- iv) In the event of any claim presented under warranty being found on investigation by the Supplier to be outside the scope of this warranty the cost of such investigation shall be borne and paid by the Purchaser.
- v) This warranty shall not be assigned without the written consent of the Supplier.

11. EXCLUSIONS

- i) Except as previously provided in Condition 10, the Supplier shall be under no liability whatsoever (including without prejudice to the generality of the foregoing any liability in Tort or for loss or damage, whether direct or consequential, of any kind) for any defect or failure or unsuitability for any purpose of any Goods or any part of Goods, whether the same be due to any act, omission, negligence or default of the Supplier or its suppliers or subcontractors or the employees or agents of any of them or to any other cause whatsoever: and all conditions, warranties and other terms, whether expressed or implied or otherwise, inconsistent with the provisions of this paragraph are expressly excluded.
- ii) The Supplier shall, if goods were not manufactured by the Supplier, assist the Purchaser in obtaining from the manufacturer thereof the benefit of any warranty or guarantee relating to them given by such manufacturer to the Purchaser of (if the benefit is assignable to the Purchaser) to the Supplier.

12. PAYMENT

- i) All accounts are strictly net and are payable in full prior to the shipment of goods. Training courses must be paid for in full at least 7 working days prior to the course due date. Should the Purchaser fail to make any payment when due the Supplier shall have the right by notice in writing forthwith to suspend all further services and/or deliveries until the default be made good or at the Supplier's absolute discretion to determine the Contract so far as goods/services remain to be delivered and without prejudice to any other rights or remedies which may be available to the Supplier.
- ii) Payment must be made by either BACS, CHAPS or Cheque. Cheques should be made payable to Aster Interim Solutions Limited.
- ii) Where due payment of the price or any part thereof is not made, the Supplier, without prejudice to its other rights, shall be entitled to charge interest on the outstanding amount at the rate of 2% above the Base Lending Rate of National Westminster Bank Plc from time to time in force from the date of invoice until payment.

13. INVENTIONS

Unless otherwise specifically stated in the Contract all inventions, designs or processes evolved during or as a result of work carried out under the Contract shall vest in and be the sole property of the Supplier.

14. INFRINGEMENT

If Goods produced or work carried out in accordance with the Purchaser's specifications or instructions infringe or are alleged to infringe any patent registered design, trade mark, copyright or other intellectual or industrial property right the Purchaser shall indemnify the Supplier against all claims, damages, loss, costs, expenses and liability which may be made against the Supplier or which the Supplier may sustain or incur by reason of or in connection with such infringement or alleged infringement.

15. FORCE MAJEURE

The Supplier shall incur no liability for any failure to perform or for any delay in performing the Contract or any part thereof caused in whole or in part by act of God, embargo, governmental act, fire accident, war, riot, terrorist attack, inclement weather, strikes, lockouts, trade disputes or labour troubles, breakdown of plant or machinery, inability to obtain adequate labour, materials or manufacturing facilities or any other cause, whether of a similar nature or not, beyond the control of the Supplier and the time of performance and/or delivery and/or despatch shall, if the Supplier so requires, be extended by a reasonable period if any such occurrence, inability or cause shall take place or arise.

16. RIGHTS

The rights and remedies of the Supplier expressed herein are additional to, and not in substitution of or derogation from, any other rights or remedies available to the Supplier under statute or common law or otherwise.

17. LAW

The Contract shall be governed by and construed in all respects in accordance with English Law and the Purchaser hereby irrevocably accepts the jurisdiction of the English Civil Courts in so far as any disputes arising under or in connection with the Contract are concerned.

18. CANCELLATION OF ORDER

The Supplier will only accept cancellation of orders on the basis that the Purchaser is prepared to pay cancellation costs to be determined by the Supplier. These costs will normally depend on the length of time between the cancellation date and the due delivery date of either business services or goods.

19. REFUND

The Supplier will only give either a full or partial refund where the Purchaser cancels their order giving at least 7 working days notice in advance of the order due date.