

GENERAL:

1. These Terms and Conditions shall apply to all contracts for goods sold or work done by Sundance Multiprocessor Technology Ltd (hereinafter referred to as "Sundance") and purchased by any customer (hereinafter referred to as "Customer").
2. These terms and conditions shall constitute the whole agreement between Sundance and its Customers and may not be modified or varied unless specifically accepted by Sundance in writing.
3. Each order received and accepted by Sundance will be deemed to be a separate Contract to which these conditions of sale shall apply.

PRICES AND ORDERS:

1. Quotations are made by Sundance upon Customer's request but there is no obligation for either party until Sundance accepts the Customer's order.
2. Sundance reserves the right to increase the price of goods agreed to be sold in proportion to any increase of costs to Sundance between the date of acceptance of the order and the date of delivery or where the increase is due to any act or default of the Customer, including the cancellation or rescheduling by the Customer of part of any order.
3. Sundance reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's commitment with Sundance not being met.

DELIVERY:

1. Any delivery date quoted is only an estimate and not of the essence. Sundance accepts no liability and responsibility for any delay in delivery or failure to deliver.
2. Delivery of the Goods to a carrier for transmission to the Customer or the prior delivery of the Goods to the stipulated place of delivery shall constitute delivery to the Customer and the risk therein shall, upon such delivery pass to the customer.
3. If the goods are not received by the Customer within seven days from the date of the relevant invoice, the carrier and Sundance must at once be informed.
4. Unless otherwise agreed in writing, Sundance shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.
5. Deviations in quantity of the Goods delivered (representing not more than 10% by value) from that stated in the Contract shall not give the Customer any right to reject the Goods or to claim damages and the Customer shall be obliged to accept and pay at the Contract rate for the quantity of goods delivered.
6. The customer shall not delay any requested delivery times stated in the Contract without the prior written agreement of Sundance.

PAYMENT:

1. All prices and charges quoted by Sundance are exclusive of VAT unless otherwise stated.
2. Payment for the goods or services is due on delivery unless otherwise stated or prior agreement or credit given by Sundance to the Customer. Sundance therefore shall not be under any obligation to supply the goods until payment has been received. In the event of Sundance having dispatched the goods to the Customer and discovering payment has not been made (for instance if a cheque is dishonoured) then interest at 1.5% per month will be charged on any outstanding amount from said due date of payment until payment is made in full, such interest to accrue on a daily basis.
3. In the event that a credit account is approved, payments must be made within thirty days from the date of invoice. Failure to comply will result in interest being charged at 1.5% per month.

RISK:

Notwithstanding that property in the goods has not passed under Clause 6 hereof; the risk of loss or damage to the goods shall pass to the Customer on delivery.

RESERVATION OF TITLE:

1. Absolute property in the goods shall remain in Sundance until:
 1. Sundance has received payment in full of the price and any additional sums due under which the Goods are supplied, and
 2. no other sums whatever shall be due from the Customer to Sundance.For these purposes, Sundance has only received a payment when the amount of that payment is irrevocably credited to its account.
2. Subject to Clause 6(a) Sundance shall retain title to the Goods where the Goods have been attached to any other product not owned by Sundance provided the Goods are readily identifiable or separable from the resulting composite or mixed product.
3. If the Customer (who shall in such case act on his own account and not as agent for Sundance) shall sell the Goods prior to making payment in full for them, the beneficial entitlement of Sundance therein shall attach to the proceeds of such sale or to the claim for such proceeds.
4. The Customer shall store any Goods owned by Sundance in such a way that they are clearly identifiable as Sundance's property, and shall maintain records of them identifying them as Sundance's property. The Customer will allow Sundance to inspect these records and the Goods themselves upon request.
5. In the event of failure by the Customer to pay any part of the price of the Goods, in addition to any other remedies available to Sundance under these terms and conditions or otherwise, Sundance shall be entitled to repossess the Goods. The Customer will assist and allow Sundance to repossess the Goods as aforesaid and for this purpose admit or procure the admission of Sundance or its employees and agents to the premises in which the Goods are situated.

RETURN OF GOODS:

1. Goods incorrectly ordered (either as to type or as to quantity) by the Customer will NOT be accepted for return by Sundance unless prior approval to such return has been given by Sundance, such approval to be given at the sole discretion of Sundance and, if given, may be subject to a payment by the Customer to cover Sundance's administration costs.
2. In the case of any damage to Goods in transit, the Customer must notify Sundance within 3 (three) days after delivery.

Sundance shall not be required to replace any Goods damaged in transit and the Customer shall be obliged to pay for them, if the Customer does not comply with this notification requirement.

WARRANTY:

1. Sundance warrants that all Sundance manufactured Goods sold will be free from defects in materials and workmanship for a period of at least twelve months after delivery ("The Warranty Period"). Sundance's original invoice number under which the defective goods supplied must be quoted for this purpose.
2. The said warranty is contingent upon the proper use of the Goods by the Customer and does not cover any part of the Goods which has been modified without Sundance's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will such warranty apply if repair or parts required as a result of causes other than ordinary authorised use including without limitation accident, hazard, misuse or failure of fluctuation of electric power, air conditioning, humidity control or other environmental conditions.
3. Sundance products which are found to be defective when returned prepaid to Sundance within the warranty Period may be repaired or replaced at Sundance's discretion. Sundance's warranty covers parts, labour and return shipping.
4. Sundance makes no warranty of fitness for a particular purpose. Sundance products are not authorised for use as critical components in life support devices or systems without the express written consent of the Managing Director of Sundance
5. Any software comprised in the Goods is supplied subject always to the manufacturer's/original supplier's standard terms and conditions as contained thereon and delivered therewith and Sundance shall not be responsible or liable in any respect with regard thereto. Sundance does not warrant the intellectual content to be free from errors.

LIABILITY:

1. No liability will be accepted by Sundance in respect of damage to or shortage of Goods. Sundance shall also have no liability in respect of damage or shortages caused by the acts or omission of the Customer or of others or by causes beyond the control of Sundance.
2. Sundance's liability to the Customer in respect of defects in the Goods shall only be limited to the obligations of replacement under the terms of Clause 9. and Sundance shall have no other liability whatsoever to the Customer.

REPAIR POLICY

1. Sundance will attempt to repair or replace (at Sundance's sole discretion) all hardware manufactured by, or for Sundance. Hardware is considered out of warranty if:
 1. The Standard 12 month warranty period has expired.
 2. Upon investigation, it is found that damage has been caused through mishandling or excessive mechanical or electrical stress.
2. The customer may contact Sundance requesting a Returned Material Authorisation ("RMA") Order Number and instructions on where to ship the defective Hardware.
3. The customer must package the Hardware authorised on the RMA Order using commercially acceptable material and packing methods and arrange for shipment to Sundance, at the customer's expense, within thirty days of the issuance of the RMA Order Number. All Hardware sent to Sundance for Repair services must include the following:
 1. A copy of the RMA Order Form supplied by Sundance (recommended);
 2. A full text description of the defect(s) or malfunction(s); and
 3. Each unit must be clearly marked with Sundance's RMA Order number, its product identification (model or part number), and its serial number.
4. Upon receipt of the defective Hardware and required accompanying documentation, Sundance will arrange for the Hardware to be inspected and diagnosed and, if found to contain faulty components, repaired or replaced within two weeks of receipt of Hardware. All mandatory design changes and updates will be applied during the Repair process.

If the hardware is out of warranty the customer will be contacted and informed of any charges before repair is carried out. The cost of repair will be assessed on an individual basis and will include cost of replacing components and engineering labour at £30 per hour.

Sundance will return repaired or replaced Hardware to the customer's designated location identified on the RMA Order within two weeks of receipt of hardware. If this is not possible the customer will be contacted and a later delivery date will be arranged.

Repaired or replaced Hardware will be billed to the customer at the then current rates for any services provided and not covered by Sundance's warranty.

5. Hardware that is reported as defective and is found to be free of defects will be returned to the customer and the customer will be charged a No Fault Found ("NFF") fee, in addition to all other applicable charges for services provided, regardless of the Hardware's Warranty status.
6. Hardware that is not repairable to Sundance standards will be decommissioned by Sundance, or returned to the customer, per customer instruction, and the customer may be charged for the inspection and diagnosis of the Hardware in addition to all other applicable charges for services provided.

FORCE MAJEURE:

Sundance shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of either Sundance or its suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, acts of the Customer or a third party, failure or delay in transportation, acts of any Government or any agency, or subdivision thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to Sundance or its suppliers or shortage of labour, fuel raw materials, or machinery or technical failure. In any such event Sundance may, without liability, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such event.

NOTICES:

Any Notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the invoice or such other addresses as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

EFFECT OF LEGISLATION:

The unenforceability or invalidity of any clause or sub-clause of these Conditions will not effect the enforceability or validity of the remainder and if any of these Conditions or any part of them is rendered void, voidable or unenforceable by any legislation to which it is subject, it will be void, voidable or unenforceable to that extent and no further.

INTELLECTUAL PROPERTY:

The customer agrees to preserve the Intellectual Property Rights (IPR) of Sundance, and its suppliers, at all times and that no contract for the supply of goods involves loss of IPR by Sundance, or its suppliers, unless the contract expressly offers said IPR as part of the contract.

LAW:

These conditions shall be governed and construed by English law and the English courts shall have exclusive jurisdiction herewith. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

WEEE - WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT:

Sundance will ensure that any end of life product(s), received with prior notice, will be processed in the "best available technique". Sundance should be informed that the product(s) are being sent back and the shipment will be made at the customer's expense. This offer is limited to products that have been explicitly manufactured by Sundance. It does not include any computers, power supplies or housings etc., that have been obtained from other third parties for use with Sundance equipment. Sundance reserves the right to amend this policy without further notice.

EXPORT RESTRICTIONS:

United Kingdom, European Union and United Nations regulations concerning Weapons of Mass destruction (WMD) require us to obtain export licenses for some of our products before they can be shipped. You will be notified when placing your ordering if such a license is required.

The following countries are NOT covered by these regulations and therefore an Export License is NOT required:

All members of the European Union, Australia, Canada, Czech Republic, Hungary, Japan, New Zealand, Norway, Switzerland and the USA.

For all other countries we are required to apply for a license to export. The procedure is as follows:

- Upon receiving your order we will send you two simple documents to complete and sign - full instructions about this will be sent to you with the forms.
- As soon as we received them, duly signed and completed, we will make the application for a license.
- Once the license has been granted, a process that normally takes about 15 working days, we will make the shipment to you provided we have received your payment.

We currently supply some products which do not require an export license, however they contain components that have re-export restrictions. You will be notified of these restrictions on your paperwork when you receive the product. These restrictions require you to apply for an export license should you ever wish to ship the products to a country on the current DTI restrictions list.

For more information on Export License Regulations and the application procedure see the website of the [UK Department of Trade and Industry](#)

HEADINGS:

The headings of these conditions are for convenience only, they are in no particular order of precedence, and shall have no effect on the interpretation thereof.