

Limitation Of Liability

Tel: +44 (0) 121 746 3188

Fax: +44 (0) 121 746 3001

Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'Limitation of Liability'.

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2 Application of conditions	7 Warranties
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8 Limitation of Liability

8.1 Conditions 5, 7 and 8 set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer and, notwithstanding anything to the contrary in the Contract, the Company shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any loss or damages (direct, indirect, special or consequential and whether for loss of profit or otherwise and whether occasioned by the negligence of the Company, its employees or agents or otherwise) arising out of or in connection with any act or omission of the Company relating to the manufacture and supply of the Goods and/or rendering of the Services, the use, storage or resale of the Goods by the Customer or the use of the Goods by any customer of the Customer. For the avoidance of doubt no warranty is given by the Company as to the fitness of any Goods for any particular purpose or as to the quality of any Goods and the Company will not be responsible for any loss or damage of whatsoever nature and howsoever caused to the Customer (except as referred to in clause 8.2) or his property or to any third party or their respective businesses or employees as a result of any damages to or defect in the Goods supplied or the Services rendered or any use to which they are put by the Customer or any third party.

8.2 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by the negligence of either party.

8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 8.4

8.4 Subject to Conditions 8.1, 8.2 and 8.3:

8.4.1 the Company shall not be liable to the Customer for economic loss, loss of profit, goodwill, business opportunity or production downtime or any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and

8.4.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods and/or Services the subject of the claim.

8.5 The Customer shall indemnify and keep indemnified the Company (i) against all actions, claims, costs, damages, expenses, judgements and liabilities of whatsoever nature suffered or incurred by the Company arising or resulting from any breach by the Customer of any terms of the Contract or arising from the unsuitable storage, handling or use of the Goods and/or unsuitable use by the Customer of any of the Services rendered by the Company to the Customer and (ii) against all actions, claims, costs, damages, expenses, judgements and liabilities of whatsoever nature arising from the acts or omissions of any third party employed by the Customer.