

Terms and Conditions for Sale of Goods

1 General

- 1.1 Unless otherwise expressly agreed in writing by a Director or authorised executive of the Company all goods are sold upon the following Terms and Conditions and no agent or representative of the Company has any authority to vary or omit these Terms and Conditions or any of them. Any Terms and Conditions printed on the Customer's order forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing are binding only insofar as they are not at variance with these Terms and Conditions and they have been specifically agreed to in writing by a Director or authorised executive of the company.

2 Quotations and Acceptance

- 2.1 Quotations issued by the Company whether verbally or in writing do not constitute offers and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the Customer's order.
- 2.2 The Company reserves the right at any time to refuse to accept orders and cancel any incomplete orders or to suspend delivery, due to circumstances beyond its control.
- 2.3 A discretionary charge of up to 30% of the invoice price may be made should the Customer cancel an order without the written agreement of the Company.
- 2.4 No cancellation can be accepted for any order which is made to the Customer's specification or for goods which are customised in any way or for any shrink-wrapped software product where the seal has been broken and the Customer shall be liable for the full order price in such circumstances.

3 Prices

- 3.1 The prices payable for the goods shall be those that pertain at the time of order.
- 3.2 Unless otherwise specified, prices are exclusive of, carriage, VAT and any other duty or tax payable by the Customer, which shall be added to the price.

4 Delivery

- 4.1 The Company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only and not of any contractual effect. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's control.
- 4.2 Delivery shall be to the location agreed at the time of the Company's acceptance of order. Any change to the delivery location required by the Customer may be subject to additional charge.
- 4.3 It is the Customer's responsibility to ensure they are able to accept delivery of the goods within normal business hours (local time) or otherwise at a time agreed for delivery. If the Company is unable to deliver the goods for any reason of the Customer the Company shall render any invoices as if the goods had been delivered and those invoices shall be due and payable in accordance with the Company's payment terms. The Customer shall be liable for additional delivery/carriage charges for subsequent delivery attempts.
- 4.4 In the case of delivery of goods by instalments, the Customer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.
- 4.5 The costs of carriage will be charged to the Customer on the invoice for the goods at the time of despatch. Packing cases and materials are non-returnable unless otherwise stated.

5 Risk and Title to Goods

- 5.1 The risk in the goods passes to the Customer upon delivery but property in the goods remains vested in the Company and shall only pass from the Company to the Customer upon full payment being made by the Customer of all sums due on whatsoever account or grounds to the Company from the Customer. In the event of the goods being sold by the Customer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the Customer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Customer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause 5.1 shall attach to the proceeds of such sale. Nothing herein shall constitute the Customer the agent of the Company for the purposes of any such sub-sale.
- 5.2 The Customer agrees that prior to full payment being made as aforesaid, the Company may at any time repossess the goods and enter upon the Customer's premises and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Customer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.
- 5.3 In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-clause 5.1 hereof, the Company shall have the ownership of and title to such other products (but not by way of a charge) as if they were the goods and accordingly this Clause 5 shall so far as appropriate apply to such other products subject to the Customer's right to the surplus of any moneys realised by the said products in excess of those due to the Company as provided herein.
- 5.4 The Customer shall insure and keep insured the goods to their full value against all normal commercial risks until the date that the property in the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to any other rights of the Company, if the Customer fails to comply fully with the terms of this sub-clause, all sums whatever owing by the Customer to the Company shall immediately become due and payable.

6 Notification of Loss or Damage and Partial Rejection

- 6.1 The Company must be informed in writing within three days (excluding Saturdays, Sundays or Public Holidays) of delivery of the goods in the event of any shortage or damage and within seven days (excluding Saturdays, Sundays and Public Holidays) of receipt of invoice if the goods have not been delivered, otherwise the goods shall be deemed to have been accepted by the Customer as being in good order and in conformity with the contract.
- 6.2 The Customer waives any right of partial rejection of the goods it may have pursuant to the provisions of Section 35A of the Sale of Goods Act 1979.

7 Payment

- 7.1 Unless credit terms have been agreed and confirmed by the Company all invoices are payable on receipt.
- 7.2 Payment of invoices shall be made in full without any deduction or set-off in accordance with the payment terms on the invoice.
- 7.3 Failure to make due payment in respect of any deliveries or instalments under this or any other contract between the Customer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.
- 7.4 Any extension of credit allowed to the Customer may be changed or withdrawn at any time. Any credit accounts are payable 14 days from invoice date.

7.5 If payment is not made in full in accordance with the terms stated on the invoice:-

- a) the company have the right under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 to claim interest and compensation for late payments at the rate of 8% above the Bank of England base rate (such interest to accrue on a day-to-day basis from the due date for payment until receipt by the Company of the full amount whether before or after any judgement). The Company also has the right to claim reasonable third party debt recovery costs and the right to challenge contractual terms that do not provide a substantial remedy against late payments; and
- b) the Customer shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to Clause 5, in each case without prejudice to any other rights or remedies available to the Company.
- c) Payment shall be due whether or not property in the goods has passed by virtue of Clause 5 above and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

8 Bank Funding, Invoice Discounting, Factoring

8.1 Where the Customer uses banking facilities or factoring or an invoice discounting company which involves the selling of debtors or using debtors as security, the Customer must notify the factoring or invoice discounting company of the Company's interest in the goods and specifically that title in the goods has not passed until the invoice has been paid in full, as set out in clause 5 above.

9 Limited Warranty and Liability

9.1 The Customer shall inspect the goods upon delivery. Subject to sub-clauses 9.2 to 9.5 inclusive the Company will make good at its option by repair or replacement any defects in the goods due solely to defective workmanship or materials only in accordance with any warranty cover or terms of the manufacturer of the goods concerned and which are notified in writing to the Company:

- a) in the case of any defect discoverable upon reasonable examination - within three days from the date of delivery; and
- b) in the case of any defect not discoverable until normal operation or service of the product - within fourteen days of the date such defect is actually discovered; and
- c) in the case of any software product failing to conform to product description – within ninety days from the date of delivery.

9.2 The aforesaid obligations on the Company shall in any event only apply for a maximum period of twelve months from the date of delivery and shall not extend to defects caused by: wilful damage; negligence (other than by employees or agents of the Company); incorrect storage or application; movement; installation; unauthorised modification to the goods or to the system of which the goods form a part; or defects caused by fair wear and tear.

9.3 All software products are supplied "as is". The sole obligation of the Company in connection with the supply of software products is to use all reasonable endeavours to obtain and supply a correct version from the manufacturer concerned.

9.4 The Customer shall be responsible at its own cost for returning the goods within fourteen days of notification of the defect, packaged and transported in accordance with the Company's requirements and the Company reserves the right to test all goods returned as faulty and to return to the Customer (at the Customer's expense) any goods found not to be faulty. The Company also reserves the right to levy an additional reasonable charge to cover the cost of such testing.

- 9.5 Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutory implied undertakings as to title, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.
- 9.6 Nothing in these terms shall limit or exclude the liability of either the Company or the Customer for:
- a) liability for death or personal injury resulting from negligence; or
 - b) fraud or fraudulent misrepresentation; or
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 9.7 Without prejudice to Clause 9.6 the Company's aggregate liability under any one claim or under the total of all claims arising from any one act or default of the Company howsoever such a claim or claims arise (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed £50,000.00 PROVIDED ALWAYS THAT the Company shall not be liable for any special, indirect or consequential loss of: profit; goodwill; business; business opportunity; anticipated saving; or corruption of data or information; special, indirect or consequential damage or any other loss or damage whatsoever (whether arising by the Company's negligence or otherwise).

10 Force Majeure

- 10.1 The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or raw materials therefore by the Company's normal source of supply or the manufacture of the goods by the supplier's normal means or the delivery of the goods by the Company's normal route or means of delivery.

11 Legal Interpretation

- 11.1 Any agreement to which these Terms and Conditions apply shall be governed and construed in accordance with English Law and any dispute arising out of or in connection with such agreement shall be determined by the English Courts.

12 Severance and Waiver

- 12.1 In the event of any part of these Conditions being ineffective for any reason, the remainder thereof shall constitute the Conditions binding upon the parties.
- 12.2 Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these Terms and Conditions and the Company's right to take subsequent action shall not be prejudiced thereby.