

# PC COMMS LTD

## TERMS AND CONDITIONS OF SALE

### 1. OVERRIDING PROVISIONS

- (a) These conditions apply to all present and future orders and/or contracts for the sale of goods by the Company to be the exclusion of any terms and conditions stipulated by the Purchaser or any other agreement.
- (b) These conditions, the sales order and invoice constitute the entire agreement between the Company and the Purchaser for the sale of goods. The Company's employees or agents are not authorized to make any representations concerning the goods unless confirmed by the Company in writing. The Purchaser acknowledges that it does not rely upon and waives any claim for breach of any representation, which is not so confirmed.
- (c) The Conditions may not be varied other than in writing by a Director of the Company
- (d) Quotations are not offers by the Company but only invitations to treat. Quotations are valid for 10 days only. The Company reserves the right at its discretion to sub contract any part of the work or the supply of any of the goods.

### 2. PRICE AND PAYMENT

- (a) The price is exclusive of delivery and VAT
- (b) If the Purchaser does not adhere to agreed call offs the Company reserves the right to amend the price of the goods delivered in accordance with the quantities delivered.
- (c) The Company reserves the right at any time before delivery to adjust the price to take account of any increase in the cost to it of materials.
- (d) Liability for payment arises upon delivery. Where credit terms have been agreed payment is due 28 days after the date of the invoice.
- (e) The Company may at its absolute discretion withdraw credit facilities and upon notification of such withdrawal to the Purchaser payment for goods delivered will become immediately due.

### 3. DELIVERY

- (a) Delivery will be to the address nominated by the Purchaser in its order. Risk will pass to the Purchaser upon delivery.
- (b) Any time or date given by the Company for delivery is intended as an estimate only and the Company shall not be liable for failure to deliver within the time quoted.
- (c) In the event of the Purchaser failing to accept delivery of goods ordered at the agreed time and place the Purchaser shall pay any re-delivery or storage charges thereby incurred.
- (d) The Company will at its option replace or credit goods proved to its satisfaction to have been lost or damaged in transit provided that the Purchaser notifies the Company of any claim for lost goods within 7 days of the date of the invoice and of any claim for damaged goods within 48 hours of delivery.

## TITLE

- (a) Title will pass to the Purchaser only when payment in full has been made for the goods. Until such payment title remains in the Company and the Purchaser shall hold the goods as the bailee of the Company.
- (b) During the period before title passes to the Purchaser the Purchaser
  - (i) may use or resell (at full market value) the goods in the ordinary course of business and shall hold the proceeds of such sales as a trustee for the Company in a separate bank account in the Company's name
  - (ii) shall securely store, insure and keep the goods separate and clearly identified as the Company's property.
  - (iii) If the Purchaser defaults on payment or is otherwise in breach of its obligations to the Company the Company shall be entitled to repossess the goods for which purpose the Purchaser hereby authorises the Company and its agents to enter any premises for the purposes of taking possession of such goods.

## WARRANTY AND LIABILITY

- (a) Subject to the conditions set out below the Company warrant that goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve months (save that in the case of keyboards and mice, the warranty period is three months from date of delivery. In addition the Company will pass on to the Purchaser the benefit of any greater manufacturers warranty (to the extent that such warranty is assignable).
- (b) The above warranty is given by the Company subject to the following conditions:-
  - (i) The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow manufacturers instructions, mis-use or alteration or repair of the goods without the Company's approval;
  - (ii) The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment;
  - (iii) In the event of a claim for breach of warranty the company shall be entitled to repair or replace the goods (or the part in question) or, at the Company's sole discretion, refund to the Purchaser the price of the goods (or proportionate part of the price), but the Company shall have no further liability to the Purchaser. The Purchaser acknowledges that the value of the goods may fluctuate after the date of delivery and any refund or credit note awarded by the company in respect of the goods shall be made at the Company's sale price at the date of the return of the goods.
- (c) Additionally the Company is willing to provide on site maintenance and support services for the repair of machines built by it. The Purchaser is recommended to arrange accordingly. Details of such services are available upon request.
- (d) These conditions do not limit the Company's liability in respect of death or personal injury arising out of negligence nor in the case of a consumer sale shall they affect the statutory rights of the Purchaser.
- (e) The Purchaser accepts that the limitations and exclusions set out in these Conditions are reasonable and acknowledges that the contract having been freely and openly negotiated in the knowledge that the Company's liability is to be limited in accordance with these Conditions and that a higher price would be payable but for these limitations.
- (f) These Conditions expressly set out the Company's entire liability in respect of the goods sold. The Company's liability in respect of goods sold shall be limited to the cost price of the goods and the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused or arising out of the use of the goods supplied by it.
- (g) The Purchaser shall indemnify the Company against the consequences of all claims made against the Company by any third party in respect of defective goods supplied by the company to the Purchaser in so far as any such claim exceeds that which the Purchaser could have successfully claimed against the Company.
- (h) The Company reserves the right to make improvements, substitutions or modifications to any part of the goods at any time provided that such substitutions or modifications will not materially affect the performance of the goods. The Purchaser further agrees that in the event of goods not being readily available the Company may substitute therefore the latest equivalent goods which are readily available.

### 6. FORCE MAJEURE

The Company shall not be liable in respect of any shortage or failure to supply goods where such shortage or failure is due to act of God or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Purchaser.

### 7. NOTICE

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing and sent by post or fax to its principle place of business or registered office.

### 8. WAIVER

Any indulgence granted by the Company to the Purchaser or any waiver by the Company of its rights under these conditions in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same indulgence or waiver of the Company's right in respect of any further transaction(s).

### 9. LAW

These Conditions shall be governed by the law of England.

## 10 ACCEPTANCE

On behalf of the purchaser I/we understand and accept the conditions printed above and confirm that I am duly authorised by the Purchaser to sign these conditions.

**PC COMMS LTD**