

Terms and Conditions of Sale

1 Making the Contract

1. The Seller's acceptance of the Buyer's order for the sale of goods will be subject to the terms and conditions set out herein. The Seller is unable to accept any alteration to its terms and conditions unless authorised in writing and signed by a director or the company secretary of the Seller. Any terms and conditions in the Buyer's purchase order inconsistent with the Seller's terms and conditions shall not form part of the Seller's acceptance of the Buyer's order unless otherwise agreed in writing by the Seller.
2. Any order issued by the Buyer is subject to acceptance by the Seller and a contract will only be formed when the Seller has accepted the Buyer's offer.
3. Orders shall be deemed to have been rejected unless within fourteen days of receipt of an order the Seller advises the Buyer of acceptance.

2 Definitions

1. Save as otherwise provided in these conditions this clause shall have effect and trade terms shall be interpreted in accordance with "Incoterms 2020" (International rules for the interpretation of trade terms of the International Chamber of Commerce).

3 Price

1. Except where the Seller has acknowledged the Order. The Seller may increase the price or change the freight charge or terms of payment at any time upon giving the Buyer 10 (ten) days prior written notice. The Buyer's failure to make written objection prior to the effective date of such increase or change shall be considered acceptance thereof. If the Buyer so objects, the Seller may elect to continue to supply the Buyer at the price, freight charge or terms of payment existing at the time of the announced increase or change, or, if unwilling to do so, may cancel this contract forthwith upon giving the Buyer written notice.
2. Except where the Seller has acknowledged the Order. The Seller reserves the right in addition to the provisions of condition 3.1 by notice given at any time before delivery to increase the price hereunder, if there is any increase in the price or cost of the goods furnished hereunder to the Seller by virtue of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increases in the cost of raw materials, labour or transport or any other causes (whether or not of the same nature as the foregoing) beyond the control of the Seller.
3. If the Buyer shall default in payment of the purchase price on the due date as indicated on the Acknowledgement of Order, the Seller reserves the right to charge the Buyer interest at 4% above the Base Lending Rate of the National Westminster Bank plc on a day to day basis on the price in respect of the period from the date when payment is due to the date when Seller receives payment of the price.
4. If the price freight charge or terms of payment herein or any price increase or change in freight charge or terms of payment hereunder or the Seller's ability to make any such increase or change, should be altered or prohibited by reason of any law, government decree, order of regulations, the Seller may cancel this contract upon written notice.
5. The Buyer shall be responsible for any incidental charges incurred in making payment to the Seller.

4 Delivery and Risk

1. Dates of delivery remain estimates and shall not constitute a condition of purchase and/or warranty unless by written agreement to the contrary. Where the estimated delivery date is more than 20 (twenty) working days after the estimated delivery date is advised, the Buyer may, provided they do so within 2 (two) working days of the estimated delivery date being advised, cancel the order without prejudice to Buyer's other rights and remedies.
2. For deliveries within the United Kingdom, if the goods have not been delivered after 3 (three) working days after the delivery date the Buyer may cancel the order without prejudice to Buyer's other rights and remedies. For deliveries outside the United Kingdom, if the goods have not been delivered after 10 (ten) working days after the delivery date the Buyer may cancel the order without prejudice to Buyer's other rights and remedies.
3. The Seller does not accept liability for any default in delivery save where the same has been shown to be the result of the wilfulness of the Seller, its servants or agents acting in the course of their duties. Seller shall not be liable for consequential loss or other costs incurred by the Buyer or other parties resulting from a delayed dispatch or delivery of goods.
4. Unless otherwise agreed delivery of the goods shall be DPU (Delivered at Place Unloaded) and deemed to take place when the goods shall be loaded off the Seller's carriage, ship or other transport at the station, port or address specified by the Buyer.

Where the parties have agreed delivery shall not be DPU, delivery is deemed to take place:

- i) when the goods are made available for collection EXW (Ex Works);
or otherwise
 - ii) as agreed in writing by the parties.
5. Upon delivery the goods shall be at Buyer's risk.

5 Installation

1. The price of the goods does not include installation or commissioning costs unless these are specifically included in Seller's quotation.

6 Title and Passing of Property

1. Notwithstanding risk in the goods passing in accordance with conditions 4.3 title in the goods shall not pass to the Buyer until the Seller has received payment in full of the price of the goods together with any Value Added Tax and other sums payable in respect of the goods.
2. The Seller licenses the Buyer to use or to agree to sell the goods delivered to the Buyer.
3. Until title to the goods passes:-
 - i) The goods shall, subject to condition 6.2, be kept in good condition and be stored and marked in such a way as to be clearly identifiable as belonging to the Seller until the passing of title;
4. Seller may suspend performance of its obligations under the Contract if (i) the Buyer is in delay with any payment required under this Contract for more than 45 days, (ii) the Buyer fails to perform those of its obligations necessary for Seller to provide the goods; or (iii) the Buyer otherwise materially breaches the Contract. The Seller shall at any time be entitled to allocate any payment made by the Buyer for the goods purchased under this contract against any invoice issued to the Buyer under this contract.

7 Warranty

1. The Seller warrants that the goods are and will be of good and merchantable quality and fit for their purpose.
2. Any other conditions or warranty as to the quality of the goods or fitness for any particular purpose or under statute or otherwise are hereby excluded.
3. The goods shall comply with and meet the specifications, including their suitability for purpose and safety.
4. The Seller warrants that the products are of merchantable quality however certain electronic products are inherently complex and may fail without notice. The Seller takes reasonable measures to ensure that the goods reach the buyer in good condition.

In the event that the Buyer becomes aware of damage to the goods, or a fault with the goods, or any other product related non-conformance with the delivered goods, they must inform the Seller within 28 days of becoming aware. Goods will be replaced in accordance with the Seller's warranty terms prevailing at the time of the sale.

8 Limitation of Liability

1. In the event of any breach of the Seller's warranty in condition 7.1 whether by reason of defective materials production faults or otherwise the Seller's liability shall be limited to:-
 - i) replacement of the goods in question; or
 - ii) where mutually agreed, repayment of the price where this has been paid; or
 - iii) where mutually agreed, replacement of the goods in question with the same or an equivalent substitute.
2. The Warranty given in condition 7.1 to the Buyer is limited for a time period of 24 months from the date of the invoice.
3. Notwithstanding anything to the contrary in these conditions, the Seller shall not, except in respect of death or personal injury caused by the negligence of the Seller, be liable to the Buyer by reason of any representation or implied warranty condition or other term or any duty at common law or under the express terms of this Agreement for any consequential loss or damage whether for loss of profit or otherwise and whether occasioned by the negligence of the Seller or its employees or agents or otherwise arising out of or in connection with any act or omission of the Seller relating to the manufacture or supply of the goods their resale by the Buyer or their use by any customer.

9 Failure by Buyer

1. If the Buyer fails to perform any of the terms of this contract when due, the Seller may, at its option decline to make further deliveries against this contract except for cash or may defer further deliveries until such default is made good or may treat such default as final refusal to accept further deliveries hereunder and cancel this contract.
2. If the Seller does not receive forwarding instructions when the Buyer has been advised that the goods are ready for despatch a charge may be made for handling and storage and the goods shall be paid for as if they had been despatched. Buyer is liable for associated storage and handling charges.

10 Force Majeure

1. Both the Seller and the Buyer shall be relieved of all liabilities to the other party in the event that their performance of this contract or part thereof or any obligation herein contained is delayed and/or prevented and/or otherwise not complied with by reason of or in consequence of Act of God, war, riot, civil commotion, strike, lock-outs, labour disturbance, prohibition, accident, flood, epidemic, fire, explosion, abnormal weather conditions, delay by suppliers, difficulties in transport, lack of material, shortage of labour or any requirement, order or restriction of any civil or military authority or department (whether British or Foreign) or any other matter not entirely within the control of the party claiming Force Majeure.

11 Intellectual Property

1. The Seller warrants that to the best of the Seller's knowledge the products are supplied free from any intellectual property infringements at the point of sale. This includes patents, trademarks, copyright, design of hardware and software and the appropriate use of Third Party software and licencing.

12 Assignment

1. This contract is not transferable nor assignable by the Buyer or the Seller without the other's consent.

13 Waiver

1. Failure of either party to exercise any of their rights under this contract upon any occasion shall not waive either party's right to exercise the same on another occasion.

14 Proper Law

1. This Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

15 Headings

1. The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

16 Dispute Resolution

1. If a dispute arises out of or in connection with this agreement, the responsible representatives of the parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a party, a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these attempts by written notification to the other party at any time.
2. Nothing in this Clause shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction or arbitral tribunal.