

Section 1 – Sale of Goods & Services

The following terms and conditions in Section 1 apply to the sale of Goods and/or Services by the Supplier.

1 Basis of Contract

- 1.1 The Supplier will sell and the Client will buy the Goods/Services in accordance with the Supplier's written quotation or the Client's written order subject in either case to these Terms & Conditions.
- 1.2 The Order constitutes an offer by the Client to purchase Goods/Services in accordance with these Conditions.
- 1.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.4 After the Commencement Date the Contract is binding on both parties and the Client does not have the right to return the Goods.
- 1.5 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 1.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Goods contained in the Supplier's catalogues, quotations or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.7 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.8 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.

2 Accuracy of Order

- 2.1 The Client is responsible for ensuring the accuracy of the terms of any order for Goods/Services (including any applicable specification) submitted by the Client.
- 2.2 The Supplier reserves the right to amend the specification of the Goods/Services if required by any applicable statutory or regulatory requirements.

3 Software

- 3.1 All software, supplied, installed or implemented is provided within the terms and conditions and licence of the software provider.
- 3.2 If the software comprised in the Goods is not owned by the Supplier then the Client will be required to enter into an end-user licence agreement with the owner of the software concerned.

4 Delivery

- 4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note showing the date of the Order, all relevant reference numbers, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Installation Address**) at any time after the Supplier notifies the Client that the Goods are ready.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (Section 3 Clause 8) or the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Client fails to accept or take delivery of the Goods within 5 Business Days of the Supplier notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the sixth Business Day following the day on which the Supplier notified the Client that the Goods were ready; and
 - b) the Supplier shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

- c) If 15 Business Days after the Supplier notified the Client that the Goods were ready for delivery the Client has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Client for any shortfall below the price of the Goods.
- d) The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

5 Transfer of Property and Risk

- 5.1 The risk in the Goods shall pass to the Client on completion of delivery.
- 5.2 Title to the Goods shall not pass to the Client until the Supplier has received payment in full (in Cash or cleared funds) for:
 - a) the Goods; and
 - b) any other Goods that the Supplier has supplied to the Client in respect of which payment has become due; and
 - c) any payment for Services which has become due.
- 5.3 Until title to the Goods has passed to the Client, the Client shall:
 - a) hold the Goods on a fiduciary basis as the Supplier's Bailee;
 - b) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
 - c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1 (b) ;and
 - f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
 - g) but the Client may use the Goods in the ordinary course of its business.
- 5.4 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 9.1 (b), or the Supplier reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided the Goods have not been resold, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

6 Installation

- 6.1 Where the Supplier's written quotation for the sale of the Goods or the Client's written instruction for the Goods specifies installation of the Goods or the Supplier otherwise undertakes any such installation then the Client will complete all necessary works that may be required to receive the installation of the Goods including all necessary IT infrastructure and suitable electrical supply. If the Supplier is prevented from carrying out the installation through no fault of the Supplier then the Supplier is entitled to charge the Client at the Supplier's then current prices for any additional works carried out by or on behalf of the Supplier to complete the installation.

7 Quality of Goods

- 7.1 Where the Client purchases the Goods, the Supplier or Manufacturer warrants that on delivery, and for a period of 12 months from the date of delivery or until the expiration of any extended warranty period for which the Client has paid an extended warranty fee (Warranty Period), the Goods shall:
 - a) conform in all material respects with their description; and
 - b) be free from material defects in design, material and workmanship; and
 - c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 7.2 Subject to clause 7.3, if:
 - a) the Client gives notice in writing during the Warranty Period (if applicable) and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1 and
 - b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - c) the Client (if asked to do so by the Supplier or Manufacturer) returns such Goods to the Supplier's or Manufacturers place of business at the Client's cost,
 - d) the Supplier or Manufacturer shall, at its option, repair or replace the Goods or refund the price of the defective Goods in full or a proportionate part.

- 7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:
- a) the defect arises because the Client failed to follow the Supplier's/Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
 - b) the defect arises as a result of the Supplier following any goods specification supplied by the Client;
 - c) the Client alters or repairs such Goods without the written consent of the Supplier;
 - d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 7.4 Except as provided in this clause 7 the Supplier or Manufacturer shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier/Manufacturer under clause 7.2 .