

1. General

Quotations are made and all orders accepted subject to the following Terms and Conditions. No Terms and Conditions, which the Client may seek to impose, shall apply or have effect unless agreed by both parties and added to this document within ten days of its issuance. The Company reserves the right to make change or cancel this agreement upon written notification to the client in the event that;

- the manufacturer of the goods increases the price to the Company; or
 - for reasons beyond the control of the Company, it is unable to effect delivery following deletion of a product by a manufacturer; or
 - It is unable to affect delivery due to insufficient supply of a product(s) from the manufacturer.
- (“Force Majeure Event”)

2. Quotations

The Company in the form of a fax/e-mail gives quotations. No verbal quotations will be given even if requested by a client. Quotations will detail any one or more of the following;

- full description of the product, including where possible manufacturer's part numbers
- quantity of each item required
- current sale price of product
- cost of any work to be carried out by the Company relating to the product
- delivery costs
- packaging costs
- carriage insurance costs
- handling costs
- import/export duty
- VAT

Unless specifically requested at time of Quote and detailed on the actual document, no technical services will be provided by the Company.

Once a Quote has been issued it will remain valid for 30 (thirty) days unless accepted in writing by the Client within that period it will be deemed to have been withdrawn.

3. Orders

If the Client wishes to accept the Quotation, it should do so by returning it to the Company signed by an individual with appropriate authority and with any relevant additional information. The Company will, upon receipt, immediately upgrade the Quote to an Order.

In the event of a Force Majeure Event or circumstances beyond the reasonable control of the Company, the Company reserves the right to refuse or cancel any order or part of an Order or to suspend delivery

On giving such notice, the Company shall promptly repay to the Client any sums paid in respect of the Order placed but not received. Subject to the aforementioned repayment and the provisions of clause 5, the Company shall not be liable for any loss or damage whatsoever arising from such cancellation.

4. Delivery

The delivery period will commence on the date that the Company receives an Order from the Client.

The Company will assume that the delivery address is the same as the Client's registered address that it holds in its records unless the Client specifies to the contrary at point of order.

Unless expressly requested otherwise at the time of order, the Company will impose its standard delivery term, being three to four business days.

The Client shall notify the Company of any non-delivery within 5 working days following the day on which the goods were expected to be delivered.

The Client shall inspect the goods on delivery and within 5 days, notify the Company of any defect, damage, shortage of quantity or disorder.

Goods, which have been damaged in transit, must be returned with the original packaging intact in order to secure an appropriate Return.

5. Force Majeure & Liability

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from a Force Majeure Event, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations or, in the case of the Company being the affected party, the Company shall be entitled to provide a like-for-like replacement. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 14 days written notice to the affected party PROVIDED THAT the party wishing to exercise the right to terminate must have first provided the other party with a notice of intention to terminate if the issue is not remedied within 14 days of receipt of the notice of intention to terminate.

Nothing in this agreement shall limit or exclude the Company's liability for death or personal injury; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

The Company's total liability to the Client for all losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 125% of the sums paid by the Client for goods under this agreement.

6. Guarantee

The Company offers no Guarantee or Warranty over and above the standard Warranty Terms and Conditions of the Manufacturer.

7. Payment-Credit Terms

The Company's credit terms are strictly 30 days net from the date of invoice, unless special credit terms have been agreed. 25% Payment will be invoice on receipt of purchase order Payment shall be made in accordance with the credit terms in full without any right of set off, deduction or withholding whatsoever. The Company reserves the right to charge interest on any outstanding balances at the current base

Rate of the Bank of England plus 2.5% until full payment has been received. If nonpayment of an invoice on behalf of the Client results in the Company having to employ third party services in order to obtain due payment, then the Client will be liable to pay the costs of such action.

8. Title

Legal and Beneficial Title to the goods shall remain with the Company until such time as payment in full has been

Received by the Company for the goods. The Company shall be entitled to recover from the Client any goods for which payment has not been received when due, and enter upon the premises of the Client where the goods are situated or are reasonably thought to be situated to repossess such goods. Where the Client has purported to re-sell the goods before the ownership has passed to them, the proceeds of such purported re-sale shall be held in trust for the Company in the name of the Company in a bank account separate from all other monies of the Client.

9. Jurisdiction

We hereby agree that this agreement shall be governed by and construed in accordance with English Law and that we will submit to the exclusive jurisdiction of the English court.