

Supplementary Terms and Conditions for the Sale of Goods

The Company shall sell Goods set out on the Order to the Client on the terms and conditions set out in the General Terms and Conditions and these Supplementary Terms.

1. PRICES AND CHARGES

- 1.1 The Charges for Goods is set out in the Order and are subject to the provisions of clause 9 of the General Terms and Conditions and this clause 1.
- 1.2 The Company shall at any time be entitled to change the Charges for Goods set out in the Order:
 - 1.2.1 Should the Client alter its specification or instructions after the date of Order or the Company otherwise has to alter, modify or otherwise carry out work on any Goods;
 - 1.2.2 Should there be any increase in the cost to the Company of purchasing any Goods for any reason including foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of the Company's materials, components, labour, transport and any other reason beyond the reasonable control of the Company.
- 1.3 All prices quoted by the Company are exclusive of Value Added Tax and other taxes, duties and other impositions and the Client shall pay all taxes, duties and other governmental charges (where applicable) in respect of the Goods at the rate ruling at the tax point, together with any transport costs for delivery of the Goods to the Client as set out on the Order.

2. PAYMENT

- 2.1 Notwithstanding the provisions of sub-clause 9.3 of the General Terms and Conditions, the Company shall be entitled at its sole discretion, to request payment or part payment for Goods prior to the despatch of such Goods to the Client.
- 2.2 If the Company allows provisional credit or extends credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods, save against payment.
- 2.3 Where the Goods are to be supplied or payment theretofore is to be made by instalments the failure of the Client to pay any of the instalments in due time shall entitle the Company to:
 - 2.3.1 Demand that all amounts for all outstanding instalments are immediately paid;
 - 2.3.2 Treat such failure as repudiation of the whole Agreement by the Client and to recover any damages incurred as a result of such breach of this Agreement.
- 2.4 If the Client is unable to accept delivery of the Goods on the agreed delivery date, the Company shall be entitled to invoice the Client as if such delivery had taken place.

3. WARRANTY

- 3.1 With respect to Goods that are manufactured by a third party and sold by the Company:
 - 3.1.1 The Company's only warranty to the Client is that the Goods shall conform substantially to the description provided by the Company and are free of any rightful claims of their manufacturer.
 - 3.1.2 To the extent that any warranties extended to the Company by their manufacturer are transferable, the Company shall transfer such warranties to the Client.

- 3.1.3 The Company cannot pass onto the Client any greater warranty in respect of the Goods than that which has been conferred on the Company under the terms of the Company's agreement with its own supplier.
- 3.2 The Company's only warranty in respect of Software provided under this Agreement shall be strictly limited to the medium of storage and the Company shall not be liable in respect of any loss or damage occasioned to the Software itself or consequential upon the use of the Software for any purpose.
- 3.3 The warranty contained in sub clauses 3.1 and 3.2 are given in lieu of and shall be deemed to exclude all other implied warranties and conditions, except for the terms implied by section 12 of the Sale of Goods Act 1979, and whether arising by common law, statute or otherwise.
- 3.4 If the supplied Goods are Defective or become Defective during the period of any warranty extended to the Client under the provisions of sub-clause 3.1.2 and the manufacturer agrees to accept a claim under its warranty provisions, the Client shall promptly return the Goods to the location specified by the Company for the purpose of repair under such warranty.

4. DELIVERY

- 4.1 If Goods are to be delivered by the Company to the Client, such Goods shall be delivered to the location set out in the Order. Unless it is otherwise agreed in writing, such Goods shall be delivered by any means chosen by the Company and the Company shall not be under any obligation to provide personnel, plant or power to assist the unloading of the Goods.
- 4.2 If the Client is unable to take delivery of the Goods, the Company may at its sole discretion store the Goods at its risk, but may be entitled to charge the Client its reasonable costs for doing so.
- 4.3 The Company shall make reasonable endeavours to avoid delay, however the Company will not accept any liability for any direct or indirect loss which may be caused by delayed delivery whether brought about by a cause beyond the control of the Company or not.
- 4.4 The Company shall be entitled to deliver the Goods in one or more consignments unless otherwise agreed.
- 4.5 The Client shall inspect the Goods immediately on delivery thereof and shall within two Working Days from such delivery give the Company notice of any claim that the Goods are Defective. If the Client fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Order; and
 - 4.5.1 If the Client establishes to the Company's reasonable satisfaction that the Goods are not in accordance with the Order or are so Defective, the Company may elect to repair the Goods or to replace the Goods or to refund the purchase price against the return of the Goods.
- 4.6 If the Goods are lost or damaged in transit the Client shall notify both the Company and the carrier of the loss or damage within two Working Days of the delivery (or anticipated delivery date, as may be the case).
- 4.7 The Company shall not be responsible for the installation of Goods at the Client's site under the terms of these Supplementary Terms, unless otherwise agreed in writing.

5. RETURNS

- 5.1 Goods supplied to the Client under the terms of this Agreement which the Client wishes to return for reasons other than those set out in sub-clause 4.5 cannot be returned without the Company's prior written consent.
- 5.2 The Client shall be responsible for delivering the Goods to the Company's premises and the Client shall be liable for all packaging and carriage costs.
- 5.3 All Goods returned to the Company shall be returned in the same condition and packaging in which such was originally delivered to the Client.
- 5.4 The Company shall be entitled to charge the Client a handling / re-stocking charge.

6. PASSING OF RISK

- 6.1 The Goods shall be at the Client's risk from the time of delivery of the Goods to the Client or a third party identified by the Client and if the Client returns Goods to the Company, until the time of delivery back to the Company.
- 6.2 Where Goods are to be collected by the Client, or by the Client's carrier the Goods shall be at the Client's risk from the time of collection of the Goods.
- 6.3 The Company shall not be liable for any loss of any kind to the Client arising from any damage to the Goods occurring after the risk has passed to the Client howsoever caused, nor shall any liability of the Client to the Company be diminished or extinguished by such loss.

7. RETENTION OF TITLE

- 7.1 The Goods agreed to be sold shall remain the property of the Company until all sums due to the Company have been paid in full.
- 7.2 Until such time as the Client becomes the owner of the Goods, without prejudice to any of its other rights, the Company may recover and resell the Goods supplied and its servants or agents may enter upon the Client's premises for that purpose on the occurrence of any of the events contemplated in sub-clauses 11.1.1 to 11.1.10 of the General Terms and Conditions; or
 - 7.2.1 The Company has reasonable grounds to believe that the Client is insolvent or that the Company's right to receive payment or its interest in the Goods is or is likely to be in jeopardy.
- 7.3 Until title in the Goods has passed to the Client hereunder the Client shall not:
 - 7.3.1 Pledge the Goods or documents to title thereon, or allow any credit to arise thereon; or
 - 7.3.2 Dispose of the Goods or documents of title thereon or any interest therein; or
 - 7.3.3 Hold itself out as the Company's agent in respect of the Goods.
- 7.4 Until such times as the Client becomes the owner of the Goods supplied to it, the Client will:
 - 7.4.1 Keep the Goods properly insured for not less than the price, gross of any applicable discount, which is set out on the Order.
 - 7.4.2 Store the Goods on its premises separately from its own goods in a manner which makes it readily identifiable as the Goods.

8. USE OF GOODS

- 8.1 The Client shall bring to the attention of all persons using the Goods all of the Company's instructions and recommendations for the use thereof.
- 8.2 The Client shall not remove or deface any label affixed to the Goods referring any user thereof to the Company's instructions and or recommendations for use.
- 8.3 If any item comprised in the Goods is resold by the Client, the Client shall bring to the attention of its purchaser all of the Company's or the manufacturer's instructions and recommendations for use of the Goods.
- 8.4 On such resale as contemplated in sub-clause 8.3 the Client shall exact an enforceable undertaking from its purchaser not to remove any label affixed to the Goods which refers any user thereof to the Company's or the manufacturer's instructions and recommendations for use of the Goods and that such purchaser shall take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health; and
 - 8.4.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify the Company against all third-party claims which arise in connection with the Client's breach of the terms of sub-clauses 8.3 and 8.4.

- 8.5 The Client shall be solely responsible for the disposal of the Goods and packaging; and
- 8.5.1 Shall be solely responsible for its obligations under the Waste Electrical and Electronic Equipment Directive (2012/19/EU), the Packaging Waste Directive (94/62/EC) and Batteries Directive (2006/66/EC), as applicable.

9. CANCELLATION

- 9.1 No cancellation, alteration, amendment or postponement of delivery of all or part of its order by the Client shall be effective unless communicated in writing to the Company and agreed in writing by the Company.
- 9.2 Upon any such cancellation the Company shall be entitled to be paid the price of the Goods purchased by the Company or supplied to the date of the cancellation and the Client shall take over and pay for at the current price such materials as have been allocated by the Company to the Order.

10. COMPUTER SOFTWARE

- 10.1 All Software shall be supplied to the Client for use under the terms of the licence granted by the owner of the Software to the Client and all intellectual property and title and the rights in the Software shall remain vested in any third party owning such property, title and rights.

11. EXCLUSION OF LIABILITY

- 11.1 In no circumstances except under clause 3 above shall the Company's liability whether in contract or in respect of any negligence or otherwise to the Client arising under or out of or in connection with any contract for the supply of Goods exceed the cost to the Client in replacing or repairing the said Goods. Except in any case where a claim is made under section 12 of the Sale of Goods Act 1979, the Company shall not be under any liability for any cost or expenses incurred by the Client in repairing or replacing such Goods unless the Company is first afforded a reasonable opportunity of repairing or replacing them provided that the Client shall be entitled to effect such repairs or replacements before affording such an opportunity as may be reasonably necessary to prevent any consequential loss or damage to the Client.
- 11.2 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, each party to this Agreement shall indemnify the other and keep the other indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent of that damage, injury or loss shall have been occasioned partly or wholly by acts, omissions or negligence of the indemnifying party, its servants or agents and any material breach by either party of its obligations to the other party hereunder.

12. PATENTS, TRADEMARKS, ETC

- 12.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Client will in this respect accept such title to the Goods as the Company may have.

13. TERMINATION

- 13.1 If the Client fails to take and pay for Goods sold in accordance with this Agreement the Company shall be entitled to treat the Agreement as repudiated by the Client. Without prejudice to the Company's right to recover from the Client by way of damages any loss or expense which the Company may suffer or incur by reason of the Client's default, the Company shall be entitled to dispose of the Goods as it shall think fit and shall not be under any liability to account to the Client for the price received therefore or otherwise.

13.2 The Company shall be entitled immediately to terminate the Agreement at any time upon occurrence of any of the events contemplated in sub-clauses 11.1.1 to 11.1.10 of the General Terms and Conditions. Upon any such termination the Company shall be entitled to be paid the price of Goods purchased by the Company or supplied to the Client prior to the date of termination.

14. FINANCE

If the Client requests the Company to arrange finance for the purchase of Goods on the Client's behalf, the Client agrees that:

- 14.1.1 The Company will act as an agent for the Client and for the avoidance of doubt, not for the finance provider;
- 14.1.2 If the Company is unable to procure finance terms or is unable to procure finance terms that are acceptable to the Client, this Agreement shall be terminated and any deposit made by the Client shall be returned by the Company and the Client will have no further liability under the terms of this Agreement;
- 14.1.3 If the Client fails to provide third-party indemnities that are required by the finance provider, such failure will be deemed to be a breach of this Agreement and the Agreement will be terminated forthwith and the Company shall be entitled to retain any deposit made by the Client;
- 14.1.4 It is a condition of this Agreement that regardless of any provisions made by the finance provider in its contracts, the Client shall finalise the finance arrangement immediately upon the Company's delivery of the Goods to the Client's site;
- 14.1.5 If the Client fails to finalise the finance agreement or fails to commence payment under the terms of the finance agreement, the Client shall forthwith become liable for the full cost of the Goods supplied under the terms of this Agreement.