



Access I.T. Ltd

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ACCESS IT LTD STANDARD CONDITIONS OF SALE

DEFINITION:

The "Seller" means Access IT Ltd and the "Purchaser" means any person, firm or company placing an order or otherwise dealing with the "Seller" on the following Standard Conditions.

1. CONTRACT

- (a) Order placed with the Seller require the Seller's acceptance (which may be given in any way including written acknowledgement of the order or despatch or delivery of the goods) before any contract arises.
- (b) Any quotation in whatever form given to the Purchaser is given subject to these Conditions and does not constitute an offer to sell.

2. VARIATION OF CONDITIONS

- (a) These Conditions are the only conditions upon which the Seller is prepared to supply goods to and deal with Purchaser and shall prevail to the entire exclusion of any other express or implied conditions contained or referred to in any purchase order or other document prepared by or on behalf of the purchaser.
- (b) These Conditions may be varied only by an express agreement in writing, signed on behalf of the Seller by a director or secretary.
- (c) These Conditions supersede any prior promise, representation, undertaking or understanding of any kind.
- (d) The giving of delivery instructions or the acceptance of delivery of the goods or any of them or any conduct in confirmation of any transaction set out on the basis of these Conditions shall constitute unqualified acceptance by the Purchaser of these Conditions.

3. WARRANTY

- (a) The Seller warrants only that the goods shall at the time of delivery be in accordance with the Seller's specification relating there to but the Purchaser must satisfy himself by all practicable means available to him that the goods are fit for the purpose for which he intends to use them.
- (b) If the goods do not conform to the above warranty the Seller will at its option rectify the defect or replace the defective goods free of charge or take back the same and refund the purchase price provided that:-
 - (i) the Purchaser gives written notice of any alleged defect to the Seller within fourteen (14) days of the defect being discovered;
 - (ii) on discovery of the defect the Purchaser makes no further use of the goods and allows the Seller a reasonable opportunity to inspect the goods; and
 - (iii) the Purchaser has in all material respects complied with any instructions or directions given by the Seller.
- (c) This warranty expires twelve (12) months after delivery of goods to the Purchaser.
- (d) Performance of any one of the above options in sub-clause (b) of this clause shall constitute an entire discharge of the Seller's liability under this warranty, which shall in no event exceed the purchase price of the goods.
- (e) This clause has effect to the extent that it is not rendered void by Sections 2 and 3 of the Unfair Contract Terms Act 1977.

4. LIMITATION OF LIABILITY

- (a) Subject to the above warranty to Section 12 of the Sale of goods Act 1979 and to the Section 2 and 3 of the Unfair Contract Terms Act 1977:-
 - (i) all conditions and warranties, express or implied, as to the quality or fitness for any purpose of the goods or correspondence thereof with any description or sample are hereby expressly excluded; and
 - (ii) the Seller shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Purchaser.
- (b) In the event that notwithstanding sub-clause (a) of this clause the Seller is found liable for any loss or damage suffered by the Purchaser, that liability shall in no event exceed the purchase price of the goods.

5. PASSING OF RISK

Risk shall pass to the Purchaser on the goods being tendered for delivery at the Purchaser's designated premises or (if earlier) on delivery to the carrier nominated by the Purchaser or (where the goods are to be collected by the Purchaser from the Seller's works) on being loaded onto the vehicle of the Purchaser or his agent.

6. PASSING OF PROPERTY

- (a) Notwithstanding delivery, the property in the goods the subject of this contract ("the Goods") shall remain with the Seller and shall not pass to the Purchaser until the Seller has received payment in full (including any interest accruing and owing to it) in respect of the Goods and all other goods supplied by it to the Purchaser at any time, or until the Goods are sold by the Purchaser to a third party in accordance with sub-clause (c) below. The Goods shall remain the Seller's property despite attachment to, or incorporation in or with, other goods.
- (b) During such time as the property in the Goods remains in the Seller, the Purchaser shall store or otherwise keep the Goods in such a way as clearly to indicate at all times that the said property remains in the Seller and shall not remove, obscure or delete any mark placed on the Goods by the Seller which may enable the Goods to be identified. Any failure by the Seller to enforce the foregoing provisions, whether or not after knowledge of any breach, shall not constitute waiver thereof.
- (c) The Purchaser shall have power to deal with or use the Goods as the Seller's Bailees in the normal course of its business until the happening of any of the events specified in Clause 12 below.
- (c) If the Purchaser shall sell the Goods (either separately or attached to or incorporated in or with, other goods) the Purchaser shall hold the proceeds of sale therefore as trustee for the Seller and shall (until payment of such proceeds to the Seller) place such proceeds in a separate bank account and hold the same to the Seller's order. Any failure by the Seller to enforce the foregoing provisions, whether or not after knowledge of any breach, shall not constitute waiver thereof.
- (d) Upon any such sale by the Purchaser of the Goods all rights which the Seller may have against the Purchaser thereof shall automatically vest in the Seller. The Purchaser shall indemnify and keep the Seller indemnified in respect of any proceedings, action or claim of any nature whatsoever made or brought by the said Purchaser against the Seller in respect of the Goods or any of them.
- (e) The Seller shall be entitled to re-possess all or any of the Goods whether or not attached to, or incorporated in or with, other goods (and without prejudice to any other rights or remedies arising out of any breach of contract by the Purchaser) upon the happening of any of the events specified in Clause 12.
- (f) For the purpose of re-possessing any goods pursuant to sub-clause (f) above, the Seller or its agent shall be entitled to enter upon any land or building on or in which the Goods may be situated with such transport as may be necessary and to remove the Goods even if they are attached to, or incorporated with, any other goods. All costs incurred by the Seller or its agents in re-possessing the Goods or such other goods shall be borne by the Purchaser.
- (h) Notwithstanding the foregoing the Seller may at any time elect by notice in writing to the Purchaser to transfer to the Purchaser the property in any of the Goods and forthwith upon such notice being given the property in the Goods the subject of the notice shall pass to the Purchaser.
- (i) The rights and remedies conferred on the Seller by this Clause 6 shall be in addition and without prejudice to any other rights or remedies which the Seller may have under these Conditions or otherwise, and in particular to any right of payment of all sums due or to become due in respect of the Goods.
- (j) Nothing in this clause shall confer on the Purchaser any right to return the Goods or to refuse or delay payment.

7. DELIVERY

- (a) Every effort will be made to meet the estimated delivery time but this cannot be guaranteed by the Seller who shall not be liable for any costs or damage or loss whether direct or indirect or consequential or in whatsoever way arising which is, or might be, occasioned to the Purchaser or any customer of his or in any way due to any default or delay in delivery.
- (b) The Purchaser must notify the Seller and (if appropriate) the carrier in writing of the non-receipt of any goods by the Purchaser or his nominated carrier within ten (10) days of the invoice date and of any damaged goods within fourteen (14) days of receipt failing which the Seller shall be under no liability in respect thereof to the Purchaser.
- (c) The Purchaser shall hold the Seller indemnified against any loss or damage arising through failure by the Purchaser to give the notification of non-receipt or damage goods within the time limits specified above.

8. PRICE VARIATION

The Seller reserves the right at any time by written notice given before despatch to vary the price of goods to take account of any cost increases.

9. PAYMENT AND INTEREST

- (a) Payment shall be made by the Purchaser on or before the end of thirty (30) days from date of invoice or earlier if demanded by the Seller.
- (b) The Seller reserves the right in the event of a failure by the Purchaser to make any payment when it becomes due to defer or cancel any further deliveries and to charge interest on any sum outstanding at 8% per annum over the reference rate for the time being of the Bank of England.
- (c) Travelling charges, where applied, will be charged at 50% of normal hourly rate plus 40p per mile.

10. FORCE MAJEURE

- (a) The Seller shall not be liable for any loss or damage caused by the non-performance or delay in performance of any of its obligations hereunder arising out of any matter beyond the Seller's control including but not limited to: acts of God; riots or civil commotion; strikes; lock-outs or other trade disputes (whether or not involving employees of the Seller); fire; machinery breakdown; transport delays or interruptions; governmental restrictions or regulations; delay in delivery by the Seller's suppliers.

- (b) In such circumstance except where goods are in transit either the Seller or the Purchaser may terminate the unperformed part of any contract by notice in writing delivered within fourteen (14) days of written notice being given by the Seller for the matter or circumstances causing the non-performance or delay in performance, provided always that the Purchaser's obligations in relation to any part of the contract which has been performed shall not be discharged.

11. DELIVERY BY INSTALMENTS

- (a) If any order for goods is to be delivered by instalments, each instalment shall be treated as a separate contract subject to these conditions save only that the Seller may suspend delivery of any instalment while payment in respect of any previous instalment is overdue.
- (b) Notwithstanding sub-clause (a) if the Seller shall fail to make delivery or shall make defective or late delivery of any instalment, this shall not in itself entitle the Purchaser to refuse to take delivery of, or pay for, further instalments.

12. CANCELLATION

If there shall be any breach by the Purchaser of any of these conditions or the Purchaser shall go into liquidation or be wound up or have an administrative receiver or an administrator appointed or otherwise cease to carry on business the Seller may defer or cancel any further deliveries and treat any contract subject to these Conditions as determined forthwith on giving written notice to the Purchaser but without prejudice to any rights as to the unpaid purchase price of any goods delivered and damages for any loss.

13. ASSIGNMENT

The Seller and the Purchaser contract as principals and the Purchaser shall not without the Seller's prior written consent assign or transfer or purport to assign or transfer to any third party any contract subject to these Conditions or any interest therein.

14. GOVERNING LAW

These Conditions and any contract subject to these Conditions shall be governed and construed in all respects in accordance with the laws of England.