

TERMS AND CONDITIONS OF SALE

Between Hampshire Business Computers Limited and its customers
Herein referred to as the Seller and the Buyer

1. General

All goods supplied by the Seller are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of the Seller's quotation of tender or of the delivery of the goods include acceptance of the following conditions. Unless expressly agreed by Seller in writing any other terms or conditions (including any which may be contained in Buyer's order) are excluded. Unless expressly incorporated in Seller's quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter of precontractual statements are approximate only and shall not form part of the contract. Seller's record of any other order placed by Buyer verbally shall be conclusive as to the type and quantity of produce and the point and date of delivery.

All goods are offered subject to their being available upon receipt of order, and Seller will not be responsible for any delays in deliveries or suspension of deliveries caused by non-deliveries to Seller by the manufacturer or distributor, strikes, lockout, war, fire, breakdown of plant and machinery or any other causes beyond Seller's control. Cancellation of written order shall incur a cancellation charge of £25.00 or 15% of the Recommended Retail price ruling at time of order whichever is the greater.

2. Delivery

Seller reserves the right to choose the method of transport, to charge for deliveries and to charge Buyer with all manufacturers' carriage charges for special items.

Buyer is required to inspect the goods immediately on their arrival at the point of delivery and within 72 hours from such inspection give notice in writing to Seller of any matter or thing by reason whereof Buyer may allege that the goods are not in accordance with the contract. Within seven days of receiving such notice Seller shall have the right to inspect the goods and, provided that Buyer has not abused or mistreated the goods, and Seller is satisfied that the defect alleged by Buyer has arisen from defective material or from the process of manufacturer, will repair or replace, at Seller's discretion, free of charge the goods so defective. However, Seller shall not be responsible for any consequential loss or charge other than that of replacing the defective unused goods. If Buyer fails to give such notices as aforesaid, the goods shall be deemed to be in all respects accordance with the contract and Buyer shall be bound to accept and pay for the same accordingly.

3. Payment

The Buyer shall pay the price for all goods delivered and accepted and payment shall be made in pounds sterling within the time specified on the quotation and printed on the invoice. In no circumstances shall this period be in excess of 30 days from the date of receipt of the invoice.

4. Performance

It is the Buyer's responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. Seller cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. Seller shall in no way be liable for any direct or consequential damage, loss or experience arising from any defect or inefficiency caused by the manner in which the goods are used. Software and accompanying written materials are provided "as is" without warranty of any kind as to the performance or suitability for any task.

5. Defects after delivery

All goods supplied by Seller are manufactured by others. Accordingly, Seller shall pass on to the Buyer the benefit of the warranty, if any, given by the manufacturer of the goods. Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose in contract, tort or otherwise, in respect of any defects in goods delivered or for any injury, damage or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith.

6. Prices

All goods are sold subject to the prices and any relevant discounts ruling delivery. Seller's prices, discount rates and conditions of Sale may be altered at any time without notice. All discounts and prices are calculated upon a "whole order" or "majority of the order" basis. Upon placing order, if Buyer selects only certain items or reduced quantities from the quotation, Seller must reserve the right to review the discounts and prices at which such order is accepted.

7. Passing of property

Notwithstanding delivery, all goods supplied by Seller will remain Seller's absolute property until Buyer pays in full for them and for all other goods or services previously supplied by Seller. Buyer will store the goods in such a way that they are readily identifiable as Seller's property, but Buyer may, as trustees for Seller, sell them to third party in the normal course of Buyer's business subject to Manufacturer's rulings. Upon any sale by Buyer of the goods (either alone or with other items) all rights which Buyer has against their Buyer shall automatically vest in Seller. Seller shall be entitled, immediately after giving notice of Seller's intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which Seller has title under this clause.

8. Return of Goods

In no circumstances may goods supplied against a firm order be returned without Seller's prior written consent and the receipt of Buyer's advice note stating the reason for the return and the date and the number of Seller's invoice. All goods returned must be securely packed, and, unless Seller arranges collection consigned carriage paid, at Buyer's risk. If Seller collects then Seller reserves the right to make a handling charge, and the issue of Seller's collection note will not bind Seller to issue any credit in respect of the goods. Goods returned for credit will be subject to a re-stocking charge of £25.00 or 15% of the Recommended Retail Price ruling at the time of supply, whichever is the greater.

9. Termination

Seller may, without prejudice to Seller's other rights and remedies, determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:

- a) Buyer fails to make payment on the date due under this or any other contract with Seller;
- b) Buyer purports to cancel or suspend, or commit any breach of, this or any other contract with Seller; or
- c) Buyer becomes insolvent or makes any composition with Buyer's creditors or has a receiver appointed of all or any part of Buyer's undertaking or assets go into liquidation (save for the purposes of amalgamation or reconstruction) and Seller shall be entitled to recover from Buyer all Seller's loss including any loss or profit or loss on resale.

10. Waiver

Any failure by Seller to enforce any or all of these conditions shall not be construed as a waiver of any Seller's rights hereunder.

Should any of the above conditions be in conflict with those of the Buyer, the conditions of the Seller will apply. These conditions and any contract made subject thereto shall be subject to and construed in accordance with the English Law.

11. Non-Solicitation

The Buyer agrees that it will not directly or indirectly nor permit a connected company to make any offer of or enter into any contract of employment or contract for services to or with any employees or consultants of the seller with whom it comes into contact pursuant to this Agreement during the term of this Agreement and for a period of 12 months following its termination.

12. Law of Contract

The Law of England shall govern all contracts between the Seller and the Buyer.

13. Force Majeure

The Seller shall not be liable for delay in performance or the non-performance of any obligation directly or indirectly caused by fire, impact, explosion, adverse weather or movement of the ground, labour trouble or shortage, hostilities, level disturbance, act of any government, inability to obtain energy or suitable components, material, equipment, transportation, or services or act of God or other matter arising from causes beyond the control of the Seller.