



SOLUTIONS LIMITED

S & M Solutions Ltd Terms and Conditions.

1. PROPER LAW.

All disputes arising out of or in connection with this Contract shall be determined and governed by English law and shall only be enforceable in the Courts of England.

2. CANCELLATION.

Subject to the goods being available, and to the Buyer notifying us of its acceptance, this is a legally binding Contract, No Contract can be cancelled, altered or delayed by the buyer, unless we in our absolute discretion agree. Any such cancellation, alteration or delay without agreement could render the Buyer liable in damages.

3. QUOTATIONS.

3.1. Unless otherwise stated by us in writing all quotations submitted may be cancelled or withdrawn by us at any time.

3.2. All quotations are made from information supplied by the Buyer, who must ensure that the information given to us is suitable for their requirements.

4. PRICE.

Whilst every effort will be made to effect deliveries at the quoted price, prices are subject to alteration and the prices ruling on the day of dispatch will be substituted for the price quoted. Any Value Added Tax Customs levy, Import Tax or other duty tax will be additional, assessed at the date of dispatch. Installation or instruction is not included unless stated to the contrary in writing.

5. PAYMENT.

5.1. All sums due under these conditions shall be due within the timescale noted on the invoice. Failure to pay will incur an interest charge on outstanding amounts under the Late Payment of Commercial Debts (Interest) Act 1998

5.2. Unless otherwise specifically agreed in writing the price shall be payable in pounds sterling.

6. FORCE MAJEURE.

6.1. We have the right to delay or cancel delivery if we are prevented from or hindered in or delayed in manufacturing or delivering by usual methods the goods through any circumstances beyond our control, including but not limited to strikes or other industrial strife (whether at our works or suppliers' carriers or docks) accidents, war, fire, reductions in or unavailability of power at our works or those of our suppliers, breakdown at manufacturing or other equipment or unavailability of material or other equipment from our usual suppliers. In the event of such a delay occurring the Buyer may give us 14 days written notice making time of the essence of the agreement and if for any reason whatsoever we cannot make delivery during the period then the Buyer may after such a period determine the agreement without further obligation being owed by either party to the other.

6.2. We shall have no liability whatsoever to deliver and the Buyer shall be liable to us for our loss if it does not give clear instructions or respond to any request for information we make.

6.3. In the event of us receiving reliable indications that the Buyer may not be in a position to honour its commitments under Condition 5, or if the Buyer is in breach of payment terms under any contract or invoice to us then we will be entitled to delay or withhold delivery or cancel the Buyers order until assurances we in our discretion consider satisfactory are received by us. If the goods have been delivered already payment shall become due immediately notwithstanding Clause 5.

6.4. It shall be the duty of the Buyer to be ready to accept delivery when notified that the goods are ready and to make available to us our carrier all reasonable help and assistance required in unloading the goods and (if installation has been agreed in writing as our responsibility) installation (any delay and/or extra costs incurred by the Buyers failure, being charged to it)

7. RISK AND OWNERSHIP.

7.1. The risk of all goods will remain in us until, and shall pass to the Buyer at the point of delivery. Unless written notification is made by the Buyer to us and the carrier within three days of the date of delivery of the consignment or part consignment in the event of a claim as to partial loss, damage, defects or non-delivery or within eighteen days of the date of dispatch in the event of a claim as to non-delivery of the whole consignment then the goods will be deemed to have been delivered and accepted by the Buyer complete and in satisfactory condition.

7.2. Legal ownership and title of the goods supplied by us to the Buyer shall remain in us until the goods are paid for in full and any other money due from the Buyer has been paid. Until then the Buyer holds the goods as Bailee for us and must store them separately from its other goods. We, during this period have the right to enter on premises where the goods are stored and to remove them at our discretion, if the goods have been attached or mixed with any other product then if the goods supplied by us are capable of detachment from such other product without material damage being caused we shall be entitled to do so.

8. LIABILITY.

8.1. The goods are sold by description and will be in accordance with that description. No other warranty or condition is made or implied by us as to the quality or description of the goods and all such warranties or conditions (whether statutory, express or implied) are excluded. This clause implies particularly to the sale of components where, without examining the system to which the Buyer intends to fit them, we cannot accept liability if the component is not sufficient for the Buyers requirements.

8.2. In the event of any claim against us under this Contract then we will only accept liability if the goods are capable of examination by us and are in their original state as supplied by us and have not been added to or modified with (including the damage of any seal affixed to the rear of any computer) or its agents or purchasers or has occurred or arisen during or as a result of further treatment or process requirements

8.3. Our liability for the goods (whether under this condition or otherwise) shall be limited to the replacement of goods accepted as defective or, if we so decide, reimbursement of the price paid to us for the goods. No other loss or damage suffered by the Buyer (whether direct economic or consequential) will be accepted other than death or injury to persons arising directly as a result of our negligence in the supply of goods.

8.4. Our liability for the goods is limited to defects arising and notified to us within twelve months of the date of delivery.

8.5. Immediate written notification must be given to us in the event of any defect being found in the goods, and we must be given a reasonable opportunity to inspect them before any further work or treatment is undertaken on them. Unless agreed to the contrary in writing, the Buyer must return the goods to us to examine and test. We shall not accept any liability as a result of such defect unless this procedure is observed

8.6. We may receive requests for advice on goods and solutions. Because of the difficulty of proof and because we do not have full knowledge of the buyers requirements, expertise and other equipment, unless their has been a written agreement to the contrary we make no warranty as to the fitness of the goods for any particular purpose even if that purpose is stated in the Buyers order and any warranty, whether express or implied, statutory or otherwise is excluded. This exclusion includes recommendations or advice relating to a specific enquiry. The Buyer must be satisfied that the goods are suitable for the purpose for which it is intended to use them.

8.7. Any defect in the goods (once accepted by us) which does not affect the whole of a consignment of the goods or make a substantial performance of the Buyers Order impossible shall not entitle the Buyer to withhold or delay payment for that part of the order which has been delivered and found to be satisfactory.

8.8. We shall be under no liability under the provisions of this clause or otherwise if the goods have not been paid for by the due date for payment.

8.9. If the Buyer feels that the exclusions under this Clause are too onerous, we do offer (at prices to be agreed) a technical support hotline and on Site Service. Use of both at these services will result in more individual information being given to you.

8.10. We do not carry insurance cover for our liability (if any) for goods sold under those Conditions since we do not know for what purpose or value the goods will be used by the Buyer and in what circumstances and any insurance cover required by the Buyer for any loss it might make on account of the alleged failure of the goods must be arranged by the Buyer

8.11. The Buyer should always back up daily (or more often if relevant) data stored on computer systems. We accept no liability for or arising from loss of data if any goods supplied by us are alleged to be defective or have been returned to us for rectification or examination.

9. SAFETY

Any electrical goods must be handled correctly. The Buyer must ensure that all appropriate safety precautions are taken and that its staff are aware of and comply with all operating instructions.

10. INSTRUCTIONS.

If we supply instructions or operating manuals or other written information about the use of goods, these must be adhered to and we cannot accept any liability where they have not been followed.

11. SOFTWARE.

11.1. Package or other proprietary software is sold by us by description and the Buyer must be satisfied that it meets its requirements.

11.2. Software sold by us is not sold but licensed to be used by the Buyer on certain equipment (and sometimes in certain locations). It must not be tampered with, copied, passed on to third parties or dealt with in any manner whatsoever but used solely by the Buyer for the purpose of its business.

11.3. We do not under any circumstances suggest that any existing software the Buyer may have will work on any product supplied by us, and we will accept no responsibility for incorrect operation caused by using such software.

12. CONFLICT OF CONDITIONS.

12.1. In the event of their being any conflict in these conditions or any Conditions emanating from the Buyer then these Conditions shall have precedence over those of the Buyer. Furthermore the Buyers conditions are not binding or accepted in any way by us unless otherwise specifically accepted in writing.

12.2. No variation of these terms may be given by any of our employees unless confirmed in writing by a director and no collateral or supplemental may be made or construed unless confirmed in writing on our official stationery.