

## TERMS & CONDITIONS OF SALE

These Terms & Conditions shall form part of every contract made by Global Invacom Ltd hereafter called the 'Company', and the Purchaser. All orders are accepted and goods supplied on the understanding that the Purchaser is bound by these conditions of sale, which shall constitute a binding contract unless otherwise agreed specifically in writing. In the event of the purchaser's order containing conditions contrary to the company's Terms & Conditions of sale, they are not accepted without written agreement from the Company.

### Prices

The prices quoted are net and are exclusive of VAT and unless otherwise stated any other tax or duty. Where necessary this must be added at the rate applicable at the time of despatch. Unless withdrawn, or stated otherwise, all tenders and quotations are valid for acceptance for 30 days from the date of issue and are subject to final acceptance by the Company.

Unless otherwise stated all prices are quoted ex-works UK in GBP.

All volume price quotations are only applicable to the quantities offered. Packing, Shipping (by the Company's carriers) and Insurance charges are added to the prices quoted unless prices are quoted as delivered or the Purchaser requests to organise shipping.

### Delivery

Any times quoted for despatch or delivery, are to be treated as estimates only although every effort will be made by the company to adhere to them. Estimated lead-times quoted shall date from receipt and acceptance by the Company of written orders and of any such further information, if required, that will enable the Company to proceed with the order.

Any items quoted ex-stock are subject to prior sale.

The Company shall have the right to suspend delivery and also at its discretion, to terminate the contract in respect of any undelivered goods if the Purchaser defaults in payment.

### Cancellation or Amendments

Cancellations of any order or rescheduling of deliveries will only be considered by the Company if made in writing and only after prior negotiation and agreement. If an order is cancelled or rescheduled by the Company, in the aforementioned circumstances, or is cancelled or rescheduled by the Purchaser, then the Purchaser shall indemnify the Company against all loss, costs (including the cost of all labour and materials used and overheads incurred), damages, charges and expenses arising out the order and cancellation or rescheduling thereof.

### Retention of Title

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Purchaser until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the Purchaser for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Purchaser under which the goods were delivered.

## Terms of Payment

Goods are to be paid for in advance by the Purchaser. Where delayed payment terms have been agreed in writing, and unless otherwise specified in the contract, the goods, or in cases where the goods are to be delivery by instalments, each instalment shall be paid for in cash within 30 days of date of invoice. The risk in all goods supplied under a contract shall pass to the Purchaser upon delivery to the Purchaser. All Company invoices must be paid in full; any charges made by the Purchaser's bank must be borne by the Purchaser.

## Warranty and Limit of Liability

Websites, catalogues, price lists and other advertising matter are an indication of the type of goods offered and no prices or other particulars contained therein shall be binding on the Company.

Unless otherwise agreed the Company will repair, replace or credit, at its discretion, any goods supplied by it under a contract which, by reason of faulty design, workmanship or material fail in normal use and service, having at all times been used in reasonable care, provided such notice is given within the product warranty term

Warranty terms

All products: 18 months from the date of manufacture

In accordance with the Company's returns procedure a Return Materials Authorisation (RMA) number must be obtained from the Company before any product is returned.

The Company reserves the right to charge for the testing, &/or refurbishing of any units returned & subsequently deemed to be either no fault found (NFF) or found to be out of warranty.

It is for the Purchaser to be satisfied as the suitability of the goods for his own particular purpose and he shall be deemed to have done so. Any recommendations or suggestions relating to the use of the goods supplied by the Company is given in good faith and therefore unless otherwise expressly agreed in writing, there is no condition or warranty as to the fitness of the goods for any particular purpose even though such a purpose may be specified in the purchaser's order. Any implied warranty or condition (statutory or otherwise) relating thereto is excluded. The Company shall be under no liability in respect of consequential loss or damage due to any defect in or failure of the goods or service supplied.

## Delivery Charges

Delivery charges from the Company's carriers will be added to all orders and will be charged at courier rates unless otherwise specified by the Purchaser or unless otherwise agreed in writing with the company.

## Claims

In the even of damage to, or non-delivery of goods in transit by the Company's carriers, the Purchaser shall give immediate notice both to the carrier and Company in writing. Any claims for shortages shall be notified in writing to the company within 7 days of date of receipt of delivery.

The Company's liability in respect of goods lost or damaged when in transit by the Company's carriers is limited to the cost of repair or replacement. Should the Purchaser fail to notify the Company within 7 days of any claim the Purchaser shall be deemed to have accepted the goods as delivered.

Where the Purchaser's carrier is used, responsibility for the shipment in respect of loss, damage and delay passes to the Purchaser at the time of collection from the Company or its agents.

## Contingencies

The Company shall not be responsible for non-performance in whole or in part of its obligations, nor under any liability to the Purchaser in respect thereof, including but without prejudice to the generality of the foregoing.

Any claim for breach of contract, loss or damage to goods, or delay in delivery is such non-performance as is Force Majeure of any other act or occurrence beyond the reasonable control of the Company, including any act of God or government, war, insurrection, embargoes, labour disputes, strikes, illness, flood, fire, tempest, currency control or civil commotion.

## Law Applicable

All orders and these terms and conditions shall be governed by and construed in all respects in accordance with the laws of England. The parties submit to the non-exclusive jurisdiction of the English courts for the settlement of disputes arising under or in connection therewith.

All rights and remedies conferred on the Company by these terms and conditions shall be additional to those arising in common law.

## Waiver

Failures or delay by the Company to enforce any of its rights against the Purchaser shall not be construed as a waiver of such rights. If the Company does waive any of its rights in relation to a breach by the Purchaser of its obligations such waiver (which must be in writing) shall not be construed as a waiver of such rights in relation to any other breach.

By signing below, I agree that I am authorised to bind the Purchaser to the above conditions

\*indefinitely / until \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\* Delete as appropriate

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Position \_\_\_\_\_

Purchase Company \_\_\_\_\_

Dated \_\_\_\_\_