INSPIRON SYSTEMS LTD – TERMS AND CONDITONS OF SALE

1. General

1.1. In these Conditions
the' Company' means Inspiron Systems Limited
the 'Customer' means the person who accepts a quotation of the Company for the sale of goods, or services or whose order for goods or services is accepted by the Company.
the 'Goods' means the goods (including any instalment of the goods or any parts for them), which the Company is to supply in accordance with these Conditions.
the 'Contract' means the Contract of the purchase of sale of the goods.
'Replaced Product' means any product that is intended to be replaced by the Product.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Application

These Conditions apply to all contracts of sale by the Company to the total exclusion of any terms or conditions of purchase of the Customer.

3. Basis of the Sale

3.1. The Company shall sell and the Customer shall purchase the goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

3.2. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company

4. Prices and terms of payment

4.1. The price of the goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of the acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.2. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Company, any change in delivery dates, quantities or specifications for the goods which is requested by the Customer, or any delay caused by any instruction of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3. Unless otherwise stated in the terms of any quotation or in any price list of the Company and unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex-works basis and where the Company agrees to deliver the goods otherwise than at the Customer's premises, the Customer shall be liable to pay the Company's charges of transport, packaging and insurance.

4.4. The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to the Company.

4.5. Machinery payment terms (subject to credit check) are 60% deposit with Order | 30% on readiness to ship from Manufacturer | 10% balance 30 days following delivery to site. All parts (subject to credit check) are supplied on 30 days credit from date of despatch. Receipt of your order confirmation will start of the binding Contract. Receipts for payment will be issued only upon request.

4.6. Payment is strictly within 15 days of invoice date unless otherwise agreed with The Company. Failure to meet the payment terms may result in interest being charged to the account under the Late Payment of Commercial Debt (Interest) Act 1998. All invoices are sent by email. If you require a hard copy there is a charge of £1.50 per Invoice. Accounts unpaid 15 days after the due date may be charged interest and further credit facility will be automatically suspended. Accounts suspended three times in succession will have the Credit facility withdrawn permanently and cleared funds will be required for all future Orders.

5. **Deliveries**

5.1 Any dates or times quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods however so caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

5.2 Deliveries are made ex-works at the expense of and the risk of the Customer unless otherwise agreed between the Company and the Customer. The method of delivery shall be at the Company's discretion.

5.3 The Company may deliver by instalments and in such case each instalment shall be deemed to have been sold under a separate contract upon these conditions of sale and no failure of, or delay in delivery of any instalment or any defect in the contents thereof shall vitiate or in any way affect the Contract as to any remaining instalment or instalments or give the Customer the right to treat that Contract as repudiated. Refusal to take delivery of any instalment will relieve the Company from the obligation to make further delivery, without prejudice to the Company's rights to recover damages for breach of contract.

6 Reservation of Title

6.1 The property in the goods shall remain in the Company until it has received payment in full for all sums due to it from the Customer in respect of any goods supplied to the Customer by the Company whether under the same or any other contract for sale. Provided always that the Company shall be entitled to bring an action for the price of the goods against the Customer notwithstanding the fact that the property of the goods has not passed to the Customer.

6.2 While the property in the goods remains in the Company, the Customer shall store or otherwise keep the goods in such a way as clearly to indicate at all times that the property in them remains in the Company and shall not remove, obscure or delete any mark placed on the goods by the Company which may enable the goods to be identified.

6.3 The Customer may deal with or use the goods in the normal course of business until a receiving order is made against the Customer, or a receiver is appointed over all or any assets of the Customer or a resolution is passed or court order made to wind up the Customer or the Customer makes any composition with creditors.

6.4 If the Customer sells the goods before the Company has received payment in full of all sums due or to become due to it in respect of any goods supplied to the Customer, whether under the same or any other contract for sale, the Customer shall hold the proceeds of sale of the goods as trustee for the Company and shall place such proceeds in a separate bank account.

6.5 The rights conferred on the Company by this condition 6 are in addition and without prejudice to any other rights or remedy which the Company may have under these conditions or otherwise and in particular to the Company's rights to payment of all sums due or to become due in respect of the goods.

7 Notification of loss, damage or non-delivery

If goods arrive damaged, the carrier and the Company must be notified in writing within 48 hours of receipt of goods. Endorsements on consignment notes are not sufficient to make the carrier liable for a claim. Non-arrival must be reported to the Company within 7 days of the despatch date shown on the Company's Invoice. Unless these conditions are complied with, the Company cannot accept any responsibility

8 Return of Materials

The Company does not supply goods on a sale or return basis and will not accept the return of any goods once these have been delivered to the Customer. The only exception to this Condition is that referred to in Condition 10 below.

9 Patents

If the Customer receives a claim that any goods or part thereof sold by the Company infringe(s) a United Kingdom patent, the Customer shall notify the Company in writing immediately. In such event, the patent indemnity given by the manufacturer of the goods shall apply.

10 Warranty

10.1 Subject to the Conditions set out below, the Company warrants that the goods will be free from defects in material, workmanship and design.

10.2 The above warranty is given by the Company subject to the following Conditions:-

10.2.1 the Company shall be under no liability in respect of any defects arising from fair wear and tear, work or damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company's approval;

10.2.2 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the goods has not been paid by the due date for payment.

10.3 Any claim by the Customer which is based on any defect in the quality or condition of the goods must be notified to the Company within 7 days from the date of delivery and the goods returned to the Company's works within 14 days thereafter. If the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.

10.4 Where any valid claim in respect of any of the goods is notified under Clause 10.3, the Company shall be entitled to replace the goods (or the part in question) free of charge, at the Company's sole discretion, refund to the Customer the price of the goods (or of a proportion part of the price), but the Company shall have no further liability to the Customer.

10.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty of common law, or under the expressed term of the Contract, or any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims of consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer except as expressly provided in these Conditions.

11 Termination

11.1 The Company may terminate any Contract made on these Conditions immediately by written notice to the Customer if:-

11.1.1 Full payment in respect of the goods or any instalment of the goods has not been received by the Company by the due date; or

11.1.2 the Customer has failed to provide any commercial credit, Bill of Exchange or other security required by the Company; or

11.1.3 the Customer makes any voluntary arrangement with its creditors, or becomes subject to an administration order or (being a company), goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business or the Company reasonably apprehends that any of the events mentioned herein is about to occur in relation to the Customer and notifies the Customer accordingly;

11.1.4 the Customer is in breach of any of these Conditions of Sale; or

11.1.5 the Customer is in breach of any other contract with the Company

11.2 The granting by the Company to the Customer of time or any other indulgence forbearance or concessions shall in no way prejudice or constitute a waiver of the Company's entitlement to enforce any of its rights under the Contract except and to the extent that it may constitute a variation of these conditions made in accordance with Condition 15.

11.3 If the Company terminates a Contract in accordance with this Condition, then without prejudice to any other rights the Company may have, it shall be entitled to retain any advance payment made by the Customer.

11.4 Payment of deposits against Pro-forma Invoice(s) are non-refundable

11.5 Once an order has been placed by a customer either in formal writing or email this is deemed as a binding contract, should the customer later cancel the order prior to the deposit being paid, the deposit amount is still due and the customer is obliged to pay this amount if full.

12 Force majeure

The Company shall not be responsible for any failure to perform its obligations in whole or in part nor be under any liability to the Customer in respect thereof if such failure is due to act of God, war, Government regulations, strike, labour dispute, civil commotion, scarcity of raw materials, illness, flood, fire, storm, tempest or any other cause beyond the reasonable control of the Company.

13 Law

Any Contract entered into by the Company shall be governed by any construed in all respects according to English law.

14 Exclusion

Except as provided in these Conditions, all other conditions, warranties, terms, representations and statements whatsoever whether expressed or implied by statute custom or otherwise are hereby excluded

15 Variation

Except as provided in these Conditions, any alterations or additions to the Contract must be agreed by the Company and the Customer in writing.

16 Waste Electrical and Electronic Equipment Regulations 2006 (the "Regulations")

16.1 The Purchaser shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

16.2 The Purchaser shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

16.3 The Purchaser agrees to indemnify and keep indemnified the Seller from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from a breach of this clause.