

System Integration & Support Ltd

Terms and Conditions

All orders for goods accepted by SIS LTD ("the vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by a director of SIS LTD, hereinafter referred to as "a director".

1. Payment and Price

- 1.1 The vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price lists do not constitute an offer.
- 1.2 All invoices are due for payment within 30 days of the date shown on the invoice. Payment is made in sterling unless otherwise agreed in writing.
- 1.3 All overdue accounts will be charged, on a daily basis, commercial interest at 1% of the outstanding balance.

2. Availability of Goods

- 2.1 The vendor will use its best endeavours to comply with the date named for despatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

3. Property and Risk

- 3.1 For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. v. Hallets Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchaser's premises and remove there from all goods which remain the property of the vendor.

4. Design Variation

- 4.1 Whilst the vendor makes every effort to ensure that goods supplied correspond in every respect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.

5. Claims

- 5.1 The purchaser is obliged to notify the vendor of any DOA items (e.g. monitors or any other item covered by a manufacture's on-site service facility) within 24 hours.
- 5.2 No liability for any claim for damage or non-functionality shall be accepted unless the vendor is notified in writing by the purchaser within 48hrs of delivery. This period may be extended at the sole discretion of the vendor where the manufacture's replacement policy exceeds this deadline.
- 5.3 No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within 48hrs of delivery.
- 5.4 No liability for any claim will be accepted in the case of goods differing in quantity or description from the particulars given on the delivery note unless the vendor is notified in writing by the purchaser within 48hrs of delivery and the onus is on the purchaser to prove any shortage.
- 5.5 In the case of active third-party on-site warranty/service facilities, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 5.2.
- 5.6 In the case of manufactures that operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

6. Guarantee

- 6.1 All goods carry a twelve month return to base warranty unless otherwise stated.
- 6.2 Where goods carry a manufacturers extended warranty it is the sole responsibility of the purchaser to liaise directly with the manufacturer of the product for full details of the warranty agreement.
- 6.3 Where goods are sold with an "on-site" warranty the terms of the warranty are provided separately and it is the sole responsibility of the purchaser to liaise directly with any third party or manufacturer as determined by the warranty.

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6.4 The purchaser shall, unless otherwise stated in writing, be responsible for all expenses and incidental charges incurred during the warranty period.

7. Returned Goods

7.1 Where goods are sold by mail order or e-commerce the Distance Selling Regulations apply to the exclusion of all other terms and conditions governing the return of goods.

7.1.1 It is reasonable for the buyer to open the outer packaging and inspect the goods. It is not acceptable to break seals on any accompanying software or on the item itself.

7.1.2 Computer Systems built to the individual specifications are exempt from the right to cancel under the Distance Selling Regulations.

7.1.3 If the purchaser properly rejects any of the goods in accordance with the Distance Selling Regulations within 7 working days in writing, the purchaser shall be responsible for the cost of returning the goods.

7.1.4 If the returned goods received by the vendor are not in a condition where they can be sold as new then the vendor reserves the right to charge a restocking fee. Whether goods are returned in a saleable condition is to be judged by the vendor.

7.2 The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition.

7.3 The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.

7.4 All items returned to the vendor by pre-arrangement and found to contain no fault, will be subject to a 25% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.

7.5 No credit shall be allowed for goods until they have been received complete.

7.6 Goods returned must be accompanied by a valid RMA (Returns Material Authorisation) number obtained from the vendor prior to the goods being received by the vendor and proof of purchase.

7.7 Goods will not be accepted for return or processing by the vendor where any of the following conditions apply:

7.7.1 The goods have been physically damaged by the purchaser.

7.7.2 Any manufacturers warranty labels or seals have been tampered with or broken.

7.7.3 The goods are returned by an individual or company who is not the original purchaser of the goods.

7.7.4 The request for the return is made outside the vendors warranty period which is 12 calendar months from the date of invoice.

8. Consequential Loss

8.1 The extent of the vendor liability to the purchaser for any default or breach whatsoever or howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential or however else arising.

9. Law

9.1 If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or the enforceability of the remainder of the conditions.

9.2 This contract is and shall have deemed to have been made in England and shall in all respects be governed by English Law.

9.3 In respect of consumer sales only, statutory rights are unaffected by these terms and conditions

10 Wholesale Traders

10.1 All sales are final except when fault is found with manufactured design (see section 7).

10.2 Minimum initial order value of £250.00 excluding vat @ 17.5% & delivery charged at going rates

10.3 Payment to be made prior to delivery for cash account customers via Bank transfer - Cash - Cheque.

10.4 Wholesale account valid for UK Businesses only. Customer must be VAT registered.

10.5 Vat invoices will be sent via email or post as required for your records.

SIGNED:

DATE:

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