

General Conditions of Sale

Sales to commercial customers only

(Revision date January 2022)

Extent of Contract

All quotations are made and all orders are accepted only upon and subject to these Conditions of Sale. Unless expressly accepted in writing by the „seller“, no variation of these conditions however made by the „buyer“ will have any effect.

Quotations

Unless previously withdrawn, every quotation is subject to change without notice. The Seller reserves the right to withdraw after acceptance by the Buyer, if the Seller is not satisfied as to the Buyer's credit worthiness.

Prices

All orders are accepted and quotations given at prices ruling when the order is accepted or the quotation given. The Seller reserves the right to increase prices to those ruling at the date of dispatch. Prices will be increased in the event of increases in import duty, V.A.T., freight charges, or other directly attributable cost or the imposition of any unforeseen tax or cost or any adverse variation in the Sterling exchange rate. Unless otherwise stated prices exclude costs of any ancillary to delivery, taxes, duties and V.A.T. payable or assessable on any sale to the Buyer. The Seller reserves the right to amend prices to correct errors or omissions. **Deliveries**

All dispatch dates quoted are estimated, are not guaranteed and do not form a term of this contract. Whilst every endeavor is made to comply with these dates, the Seller shall have no liability whatever for any delay in dispatch or delivery or for non-delivery or for any loss occasioned thereby.

Damage or Loss in Transit

The risk in the goods shall pass to the Buyer on delivery to the Buyer's premises. Any loss or damage during transit must be notified to the Seller within 2 days of receipt, and the goods held for inspection to enable a claim to be made on the carrier. If the goods are not received by the Buyer within 6 days of the date of the invoice, the Seller should be immediately notified.

Payments

Payment is due thirty days net from the date of invoice provided the Buyer maintains credit arrangements satisfactory to the Seller. Otherwise, payment is due on or before delivery. When the Buyer fails to maintain a satisfactory credit arrangement which prevents Seller from delivering the goods, such goods shall be deemed cancelled and Buyer shall pay a cancellation charge of 10 per cent of the list price of the goods.

Packing, Postage or Carriage

Charges for packing and postage or carriage will be made on each shipment requested by the Buyer.

Cancellations

The Buyer has no right to cancel an order in whole or in part except with the Seller's consent. The Seller reserves the right to charge for those goods already supplied on the order at the price applicable to the quantity supplied.

Transfer of Property

- a. The goods shall remain the property of the Seller until he has received payment in full for the goods and the Buyer will not pledge, charge or otherwise encumber the goods until payment has been made in full.
- b. If the Buyer shall sell the goods prior to making payment in full for them, the beneficial entitlement of the Seller therein shall attach to the proceeds of such sale or to the claim for such proceeds which shall belong to the Seller and the Buyer shall account to the Seller therefore on demand.
- c. As long as the goods remain in the property of the Seller, the Buyer shall store the same so that they are clearly identifiable as the Seller's property, and the Seller shall have the right without prejudice to the obligations of the Buyer to purchase the goods to retake possession of the goods and for that purpose to go upon any premises occupied by the Buyer or any premises in which the goods are stored.
- d. Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder. Seller may maintain an action for the price notwithstanding that property of the goods may not have passed to the Buyer.

Warranty

Goods are warranted by the Seller to the Buyer against defects in workmanship and material during the applicable warranty period.

- a. **Limitation of Warranty.** The warranties provided are limited warranties and do not apply if: the condition of the goods is a result of improper use or the operation of the goods outside the specified environmental conditions; or the condition of the goods is a result of any incident or cause after delivery including but not limited to fire, flood and any attempt of the Buyer or a third party to repair the goods; or the condition of the goods is a result of modifications made by any other party than Seller's. In all situations involving performance or non-performance of goods furnished hereunder, Buyer's remedy shall be repair or replacement by the Seller (at Seller's option) of defective goods if notified in writing by the Buyer of the defect within the warranty period.
- b. **Return of goods.** No goods may be returned without the Seller's written consent. When goods are alleged to be not in conformity with the manufacturer's published specification, full details must be given, and credit replacement will not be issued until any defects have been identified and liability therefore accepted by the manufacturer.
- c. **Disclaimer of Warranties.** Except for the express warranties stated above, the Seller disclaims all other warranties or conditions whether express or implied in law.
- d. Effectus Computing assumes liability for loss of data only if it may be shown that such loss is due to gross negligence or intention, and further, if the customer has made machine readable backups in time intervals appropriate for the application (at least once daily) thus guaranteeing that the data may be restored with a reasonable expenditure of effort.

Patents & Copyrights

The Seller shall defend, at its expense, any claim against the Buyer alleging that any goods, software or documentation furnished infringes any United Kingdom patent, copyright, or semi-conductor topography right, and shall pay all costs and damages finally awarded, provided that the Buyer gives the Seller prompt written notice of such claim, information, reasonable assistance and sole authority to defend or settle such claim. The Seller disclaims all other liability for violation, misappropriation or infringement of intellectual property rights and further disclaims any liability for incidental or consequent damages.

Law

The proper law governing this agreement shall be English law and the forum for the settling of any dispute hereunder shall be the English Courts.

