



CONDITIONS OF SALE

1. Definitions

- 1.1 Buyer - means the person who buys or agrees to buy the goods from the seller.
- 1.2 Conditions - means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.
- 1.3 Delivery date - means the date specified by the seller for when the goods are to be delivered.
- 1.4 Goods - means the articles which the buyer agrees to buy from the seller.
- 1.5 Price - means the price of the goods excluding carriage, packing, insurance and VAT.
- 1.6 Seller - means iTech Unit 1, Dukes Road, Troon, Ayrshire, Scotland, KA10 6QR. VAT No. 498 949 41

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of goods by the seller to the buyer to the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for goods shall be deemed to be an offer by the buyer to purchase goods pursuant to these conditions.
- 2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the buyers acceptance of these conditions.
- 2.4 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.

3. The Price and Payment

- 3.1 The price shall be the sellers quoted price. The price is exclusive of VAT which shall be due at the rate ruling on the date of the sellers invoice.
- 3.2 Payment of the price and VAT shall be due within thirty days of the date of the invoice. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of eight per centum per annum.
- 3.4 If the buyer fails to make any payment on the due date then without prejudice to any of the sellers other rights the seller may:
 - (a) suspend or cancel deliveries of any articles due to the buyer; and/or
 - (b) appropriate any payments made by the buyer to such of the goods (or goods supplied under any other contract by the buyer) as the seller may in its sole discretion think fit.

4. The Goods

- 4.1 The quantity and description of the goods shall be as set out in the sellers quotation.
- 4.2 All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded.
- 4.3 All terms, conditions and warranties (whether implied or made expressly) whether by the seller or its servants or agents or otherwise (other than those express warranties set out in the current edition of the sellers specification if applicable) relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded.
- 4.4 The goods shall be marked in accordance with the sellers specifications where applicable and all lawful requirements and properly packed and secured for delivery to the buyer in an undamaged condition.

5. Warranties and Liability

The seller warrants that the goods will at the time of delivery correspond to the description given by the seller.

6. Delivery of the Goods

- 6.1 Delivery of the goods shall be made to the buyers address on the delivery date. The buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.
- 6.2 The failure of the buyer to pay for any one or more of instalments where applicable of the goods on the due dates shall entitle the seller (at the sole option of the seller);
 - (a) without notice to suspend further deliveries of the goods pending payment by the buyer; and/or
 - (b) to treat this contract as repudiated by the buyer.
- 6.3 The seller shall not be liable for any loss or damage whatever due to failure by the seller to deliver the goods (or any of them) promptly or at all.
- 6.4 Notwithstanding that the seller may have delayed or failed to deliver the goods (or any of them) promptly the buyer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within three months of the delivery date.



7. Acceptance of the Goods

- 7.1 The buyer shall be deemed to have accepted goods 24 hours after delivery to the buyer.
- 7.2 After acceptance the buyer shall not be entitled to reject goods which are not in accordance with the contract.
- 7.3 If the buyer properly rejects any of the goods which are not in accordance with the contract the buyer shall nonetheless pay the full price for such goods unless the buyer promptly gives notice of rejection to the seller and at the buyers cost return such goods to the seller before the date when payment of the price is due.
- 7.4 No goods delivered to the buyer which are in accordance with the contract will be accepted for return without the prior written approval of the seller on terms to be determined at the absolute discretion of the seller.
- 7.5 If the seller agrees to accept any such goods for return the buyer shall be liable to pay a handling charge of 10% of the invoice price. Such goods must be returned by the buyer carriage paid to the seller in their original packaging.
- 7.6 Goods returned without the prior written approval of the seller may at the sellers absolute discretion be returned to the buyer or stored at the buyers cost without prejudice to any rights or remedies the seller may have.

8. Title and Risk

- 8.1 The goods shall be at the buyers risk as from delivery.
- 8.2 In spite of delivery having been made property in the goods shall not pass from the seller until:
 - (a) the buyer shall have paid the price plus VAT in full; and
 - (b) no other sums whatever shall be due from the buyer to the seller.
- 8.3 Until property in the goods passes to the buyer in accordance with clause 8.2 the buyer shall hold the goods and each of them in trust for the seller. The buyer shall store the goods at no cost to the seller separately from all other goods in its possession and marked in such a way that they are clearly identified as the sellers property.
- 8.4 Notwithstanding that the goods or any of them remain the property of the seller, the buyer may sell or use the goods in the ordinary course of the buyers business at full market value for the account of the seller. Any such sale or dealing shall be a sale or use of the sellers property by the buyer on the buyers own behalf and the buyer shall deal as principal when making such sales or dealings. Until property in the goods passes from the seller the entire proceeds of sale or otherwise of the goods shall be held in trust for the seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the sellers money.
- 8.5 The seller shall be entitled to recover the price plus VAT notwithstanding that property in any of the goods has not passed from the seller.
- 8.6 The buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the seller.
- 8.7 The buyer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the seller until the date the property in the goods passes from the seller and shall whenever requested by the seller produce a copy of the policy of insurance.

9. Remedies of the Buyer

- 9.1 Where the buyer rejects any goods then the buyer shall have no further rights whatever in respect of the supply to the buyer of such goods or the failure by the seller to supply goods which conform to the contract of sale.
- 9.2 Where the buyer accepts or has been deemed to have accepted any goods then the seller shall have no liability whatever to the buyer in respect of those goods.
- 9.3 The seller shall not be liable to the buyer for late delivery or short delivery of the goods.
- 9.4 The buyer shall inspect the goods on delivery and shall within 24 hours of delivery notify the seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The buyer shall afford the seller an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the buyer shall fail to comply with these provisions the goods shall be conclusively presumed to be in accordance with the contract and free of any defect or damage which would be apparent on a reasonable examination of the goods and the buyer shall be deemed to have accepted the goods.
- 9.5 The buyer shall notify the seller of any non-delivery of a whole consignment of complete goods within seven days of the date of dispatch as stated in the invoice. Notwithstanding the receipt by the seller of any such notice a clear signature on a carriers delivery advice sheet shall be deemed to signify receipt of the quantity of goods indicated on the advice sheet.
- 9.6 If the goods are not in accordance with the contract for any reason then the buyers sole remedy shall be limited to the seller making good any shortage by replacing such goods or, if the seller shall elect, by refunding a proportionate part of the price.
- 9.7 The sellers liability to the buyer whether for any breach of contract or otherwise shall not in any event exceed the price and the seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense (including loss of profits) suffered by the buyer or liability to third parties incurred by the buyer.
- 9.8 All warranties and conditions whether employed by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the seller or affect the statutory rights of the buyer dealing as a consumer.



10. Miscellaneous

- 10.1 Should the buyer instruct the seller in writing to provide service, whether as part of any order to provide goods, or separately, by way, for example, of such service as labour/manpower costs connected with design, or the writing of software, or similar, the buyer of such service accepts liability for payment in respect of such service. Should the buyer instruct service and thereafter provide written notice of cancellation of the order for service, this in writing, the buyer accepts liability for payment in respect of said service to the point of the seller receiving written notice of cancellation. In addition to the foregoing, the seller upon cancellation, shall have the right to impose a cancellation charge. If the buyer cancels an accepted order for service giving eight weeks written notice of cancellation, the cancellation imposition will be at a rate of 10% of the amount originally quoted by the seller. If the buyer provides less than eight weeks written notice of cancellation, the cancellation imposition will be at the rate of 30% of the quotation originally provided by the seller.
- 10.2 The seller reserves the right to cancel the service subject to providing the buyer with written confirmation of this intention by a date not later than 7 working days prior to the scheduled work start date. Should it be the case, for reasons beyond their control, that the seller cannot hold or complete work within the scheduled period, the seller will use its best endeavours to re-schedule the work within a reasonable period. The seller will not be liable for any consequential loss incurred by a customer or its employees as a result of any such cancellation.
- 10.3 The buyer may not withhold payment of any invoice or other amount due to the seller by reason of any right of set off or counter claim which the buyer may have or allege to have or for any reason whatsoever.
- 10.4 This contract is subject to the Law of Scotland.