



Data & Power Solutions

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Data & Power Solutions Ltd.

TERMS AND CONDITIONS OF BUSINESS

1. Conditions

All goods are sold subject to the following conditions, which shall apply to the exclusion of any conditions of order or purchase of the customer or other standards, specifications or particulars of or adopted by the customer. No amendment, alteration or attempt to override these conditions shall be binding on Data & Power Solutions Ltd. ("The Company") unless confirmed in writing by a Director of the Company.

2. Price

The price for goods sold shall be the ruling price (less any agreed discount) in force on the date the goods are ordered by the customer. All orders received by the Company are acknowledged by facsimile or email and the price of the goods will be that quoted on this acknowledgement. All prices are exclusive of VAT.

3. Delivery

Delivery dates are approximate only and delivery will be arranged as soon as practicable. Orders will remain valid and binding notwithstanding delay in delivery. The Company will not be liable for any delay in delivery, failure to deliver, consequential or other loss due to any cause beyond the Companies reasonable control.

4. Payment

Subject to credit being approved and unless otherwise expressly agreed in writing, accounts are due for payment not later than the end of the month following the month of invoice. Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and payable accordingly. Failure to pay for goods or for any delivery or instalment shall entitle the Company to suspend further deliveries on the same order and on any other order from the customer without prejudice to any other rights the Company may have. The Company reserves the right to charge interest on overdue accounts at the rate of 2% per month.

5. Risk and Title

The risk in all goods shall pass to the customer

- i. When goods are delivered and signed for at the customers specified delivery address.
- ii. If the goods are appropriated to the customer but kept at the Company's premises at the request of the customer

Notwithstanding the foregoing, legal and equitable ownership of goods shall remain with the Company until payment of all sums due to the Company from the customer on any account whatsoever have been received in full.

- i. At any time prior to full payment (whether or not payment is then overdue) the Company may (without prejudice to any of its other rights) retake possession of the goods or any

Name:

Signed:

Date:

part thereof and may enter on the customer's premises by its employees or agents for the purpose.

- ii. Pending full payment for the goods the customer shall be a bailee of the goods on behalf of the Company and shall store the goods in such a way that they are separately identifiable. Nevertheless prior to the time of full payment the customer is entitled to use or sell the goods to third parties in the normal course of its business.
- iii. The customer's right to use the goods or to resell them prior to full payment may be terminated forthwith by written notice given by the Company to the customer and shall automatically terminate with or without such notice on the appointment of any receiver or liquidator of the customer.
- iv. Each sub-clause above shall be construed and receive effect as a separate clause and accordingly in the event of any of them being for any reason whatsoever unenforceable according to terms, the other shall remain in full force and effect.

6. Carriage

Carriage is charged on all orders to all destinations at a minimum cost of £12.00 per order. Delivery will be by transport of the Company's choice. If the customer requests special delivery arrangements they will be charged for accordingly. Claims for any damage, shortage, total or partial loss in transit shall be notified in writing, by letter or facsimile to the Company within 7 days of receipt of goods. Carriage charges are subject to change and will be notified in writing prior to changes being made.

7. Orders

Orders must be received in writing via facsimile or email. Verbal orders will not be actioned unless confirmed in writing. All orders are acknowledged by facsimile or email to confirm both pricing and delivery times.

8. Special Orders/cancellation

Cancellation of special order items will not be allowed under any circumstances and if the customer does not accept delivery the Company will charge the customer as if the goods had been delivered. No order for stock items will be deemed to be cancelled unless written notification has been received by the Company prior to despatch of the goods, and in these circumstances a handling charge of 20% of the total order value may be levied.

9. Specification

The Company reserves the right to alter the specification of any stock items.

10. Warranty

The Company warrant that goods sold will, at the Company's choice, either be repaired or replaced if they are found within a period of 12 months from delivery ("the warranty period") to be defective or not in accordance with the contract or any other express description or representation given or made on the Company's behalf.

Any claim the customer may have under the warranty or any claim under any condition or warranty implied by law or any claim in respect of the goods or the workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall be limited to repair or replacement as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period and in all other cases be limited to the enforcement of the above mentioned liabilities. The Company shall not be in any circumstances liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy that would otherwise be available in law hereby excluded except to the extent that such exclusion is prohibited by any rule of the law.

Name:

Signed:

Date:

Any warranty applicable to the Company's goods shall be void should any unit be tampered with in any way whatsoever.

11. Applicable Law

Any contract incorporating these conditions shall in all respects be governed by and construed in accordance with English Law and the customer hereby submits to the nonexclusive jurisdiction of the English Courts.

Updated: 25.11.2008

*Directors: W. E. Hall, T. Spittel
VAT No. 900 9112 66
Company registration no. 4450115*



Name:

Signed:

Date: