



Scorpio Computer Consultants

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TERMS AND CONDITIONS OF SALE

1 GENERAL:

All orders are accepted and goods supplied subject to the following express terms and conditions. These conditions may not be modified or varied unless Scorpio Computer Consultants (hereafter referred to as "the Company") agrees in writing, and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer. No person has authority on behalf of the Company to vary any condition except a Company Director or the Company Secretary and then only in writing signed by a Company Director or the company Secretary. No binding contract shall be created until the Company has indicated its acceptance of an order in writing or by making delivery or part delivery of the goods.

2 SETTLEMENT TERMS:

Where credit terms are allowed, terms of payment are strictly net and payable 28 days from the date of the Company's invoice. The Company, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the time specified in this condition. A surcharge of 5% of the value of the goods ordered may be implemented if the payment due remains outstanding for a period of greater than 28 days after the date of the Company's invoice. The rate of interest charged shall be 2% per month from the due date until payment is made. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment. Where goods are supplied in installments, each such installment, separate installments, delivery or part shall be made if the same constituted a separate contract. Payment by the due date shall be of the essence of the contract.

3 PRICES:

All prices are subject to change without notice. Unless otherwise agreed in writing, all orders are executed subject to prices ruling at the date of dispatch and no price list of the Company, whether published or not, shall affect the right of the Company to charge for goods in accordance with this clause.

4 CREDIT:

Any contract shall be subject to the Company being satisfied as to the buyer's credit worthiness and without generality to the foregoing the Company may, in its absolute discretion, having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer renders the purchase money to the Company in a form satisfactory to the Company. Prospective customers wishing to open a credit account are requested to furnish two trade references and one banker's reference. Until the opening of a credit account has been confirmed delivery will not be made unless payment has been received with order or made against the Company's pro-forma invoice.

5 CANCELLATION:

Acceptance of cancellation of an order by the buyer shall be at the discretion of the Company and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing the Company's administrative costs involved. In certain instances where the Company has spent considerable effort in obtaining goods specially requested for by the customer, the Company may decide at its discretion not to allow cancellation of such order.

6 DELIVERY:

Delivery dates are given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by the Company.

7 TITLE TO GOODS:

The Company and the buyer agree that until the Company has received fully cleared payment for the goods:

- a) Property in the goods shall remain with the Company and the buyer shall hold the goods as a bailee and be fully accountable to the Company in respect thereof until such time as payment in full has been received by the Company for all goods supplied.
- b) As bailor of the goods, the Company, by its employees or agents, shall (without prejudice to the buyer's continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles where the goods, delivered to the buyer under this contract together with any interest or any other sum payable in respect of the goods under this contract, or part of them are situated or are reasonably thought to be situated, to retake possession of the same.

8 COMPATIBILITY:

Goods are not supplied on a trial basis. Customers are responsible for verifying suitability and compatibility of equipment before purchasing it. All equipment with variable configuration is supplied at a default configuration (taken to mean ISA,3.5" HD diskettes, PC/AT compatible etc.) unless specified otherwise in writing or so requested.

9 UK MAINLAND WARRANTY:

(a) The Company will repair or replace, at its discretion, faulty equipment with no charge to the customer up to a period of 10 days from the date of purchase. For ANY subsequent warranty repair, it will be the customer's liability to pay all carriage charges.

(b) All consumer equipment is covered by a 12 month repair warranty for parts and labour only from the date of purchase. All sub-assemblies which require fitting into other equipment are covered by a 3 month repair warranty for parts and labour only from the date of purchase, provided that the item is correctly installed by a qualified technician. Repairs are made on a best efforts basis.

(c) In cases where the equipment is covered by a 12 month repair warranty for parts and labour only from the date of purchase. All sub-assemblies which require fitting into other equipment are covered by a 3 month repair warranty for parts and labour only from the date of purchase, provided that the item is correctly installed by a qualified technician. Repairs are made on a best efforts basis.

Customers requiring continuous use of their equipment are strongly recommended to undertake an on-site maintenance contract.*

10 CONSEQUENTIAL LOSS:

The Company shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the Company.

11 FORCE MAJEURE:

The Company shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the Company.

12 BANKRUPTCY:

In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer or if the buyer offers to make any arrangement with or for the benefit of the buyer's creditors or commits any act of bankruptcy or, being a limited company, has a Receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, at the Company's option to make partial deliveries.

13 VALUE ADDED TAX:

Where chargeable, Value Added Tax will be charged at the rate applicable at the date of dispatch.

14 LEGAL CONSTRUCTION:

Unless otherwise agreed by the Company in writing, these conditions and the agreement to which this document relates shall in all respects be constructed and operate as an English contract in conformity with English Law.

* On Site Warranty applies to UK Mainland only (N. Ireland, Scottish Highlands, Channel Island etc., excluded).

Terms & Conditions are subject to change without notice. E.&O.E.