

# Intsys UK Limited

## General Terms and Conditions

All orders for goods and services from any firm or individual(s) (the 'Buyer') is accepted by Intsys UK Ltd (the 'Seller') subject to the following term & conditions (the 'conditions'):

1. No variation of these conditions shall be valid unless specified in writing and signed by the Seller and the Buyer
2. (a) All goods are sold to the Buyer subject to the same guarantee and/or warranties as are given to the Seller by the manufacturer/supplier and no additional guarantee/warranty shall apply to any goods provided by the Seller.  
(b) The Seller shall not be liable in any manner whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential loss or, damage or injury of any nature including, by way of example only but not by way of limitation, indirect loss, pure economic loss, loss of use, production, profit or contracts however caused which may arise out of or in connection with the supply of goods to or the execution of any work for the Buyer.  
(c) The Seller's liability under these conditions shall be limited to the price of goods and services referred to in the Buyers order.
3. Delay in delivery or, in the case of a contract for delivery by instalments, delay in completion shall not give rise to any liability upon the Seller, whether or not any time or date is given in this respect, unless a guarantee of delivery or completion has been given in writing by the Seller expressly stating that the Seller guarantees delivery or completion within a specified time. Time is not of the essence of the contract and is not to be made so without the consent in writing from the Seller.
4. (a) The Seller reserves the right to make a charge for delivery. All orders delivered by overnight or other carrier shall be subject to a charge to the Buyer.  
(b) Risk in the goods passes to the Buyer when the goods leave the Sellers premises where the Buyer requires delivery.
5. Claims for shortages of goods must be made in writing to the Seller within 3 days of the delivery date. Damage to goods in transit must be notified in writing to the Seller (and the carrier, where appropriate) within 3 days of the delivery date, and the goods and accompanying wrapping and/or cartons shall be returned by the Buyer for inspection, pending the issue of disposable instructions by the Seller. The carrier's delivery sheets should be signed damaged where appropriate. Claims for loss of goods must be made in writing by the Buyer to the Seller within 14 days of the date of the invoice.
6. Any goods supplied to the Buyer in accordance with an order will not be accepted for credit. Requests for return of goods for any reason must be accompanied by the invoice number, delivery reference, date of supply, and together with reason for the request. The Buyer must not despatch the goods until it has the Sellers written confirmation that they are prepared to accept the return of the goods for credit. Returned goods must, where applicable be complete with the original boxes, instruction books, inspection cards, guarantee cards and any other documents supplied with the goods.
7. All goods and services shall be charged by the Seller at the prices ruling at the date of despatch and shall be subject to VAT, where applicable, at the current rate. Where prices have been quoted by the Seller prior to delivery, these prices shall be subject to any variations applicable at the date of delivery. No orders of a net value of less than £25 will be accepted by the Seller, unless a minimum charge of £25 is paid by the Buyer for the order.
8. (a) All invoices issued by the Seller are due for payment by the Buyer strictly within 14 days following the date of despatch of the goods or completion of the service.  
(b) If the Buyer fails to make any payment on the due date all monies owing, whether due or not by the Buyer to the Seller, shall become due and the Seller may, without prejudice to any of it's rights under these conditions, withdraw any discounts and the Seller shall be entitled to charge interest on the aggregate of such sum then outstanding at the rate of 4% above the base rate of Barclays Bank Plc or the prevailing rate under the Judgements Act 1835 whichever is the greater from time to time, such interest to accrue on a daily basis until the date of actual payment after as well as before any judgement.
9. Where invoices become overdue for payment the Seller reserves the right to cancel part or all of any discount allowed to the Buyer on the overdue invoices and to recover from the Buyer any increased cost of goods and/or services already provided.
10. Until the Buyer has paid the Seller the full price of the goods and services, which are the subject of any other contract with the Seller for which payment is due:  
(a) The ownership of the goods shall not pass to the Buyer.  
(b) The Buyer shall, however, be entitled to use or sell the goods in the ordinary course of business on the basis that the proportion of the proceeds of any resulting sale equal to the value of the goods as invoiced by the Seller shall be the property of the Seller.  
(c) The Buyers right of use or sale of the goods shall automatically terminate if:
  - (I) the Buyer shall be in breach of any of it's obligations under these conditions: or
  - (II) the Buyer shall have a receiver, liquidator, administrator, supervisor, or administrative receiver appointed over it's property or assets or any part of them or if any order shall be made or any resolution passed for winding-up the Buyer: or
  - (III) the Buyer ceases, or threatens to cease to carry on business: or
  - (IV) the Buyer is declared bankrupt: or
  - (V) the Seller reasonably believes that any of the events mentioned are to occur in relation to the Buyer and notifies the Buyer accordingly. On termination of the Buyers right of sale, the Buyer shall make the goods available for collection by the Seller, who shall have the right to enter the Buyer's premises for the purpose of recovering the goods and for these purposes the Buyer hereby irrevocably authorises the Seller to enter and take all necessary and reasonable steps upon the Buyer's premises.
11. (a) If the performance of the contract by the Seller shall be delayed by circumstances or conditions beyond the control of the Seller, the Seller shall have the right (without prejudice to any of it's other rights) at its option to:
  - (I) suspend further performance of the contract until such time as the cause of the delay shall no longer be present: or
  - (II) to be discharged from further performance of and liability under the contract and if the Seller exercises such right the Buyer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Seller.

(b) Without limiting the generality of the cause or causes of any delay referred to in 11(a) above these shall include war, fire, accident, breakdown of plant or machinery, industrial action, disputes (including strikes and lockouts), unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract.
12. These conditions shall be taken to override any terms or conditions proposed or stipulated by the Buyer.
13. The above terms and conditions shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.