

# Terms and Conditions of Sale

The Buyer's attention is drawn in particular to the provisions of clause 13. In these conditions the following expressions shall have the following meanings: "the Seller" means Getech Ltd., The Solutions Centre, Knightsdale Road, Ipswich, Suffolk and "the Buyer" means the company, business, firm or person or persons described as such on the face hereof. "Contract" means the contract between the Seller and the Buyer. "Goods" means the goods which are the subject matter of the Contract sold to the Buyer by the Seller. "Affiliate" means, in relation to a company, its subsidiaries of its holding companies. "Order" the Buyer's purchase order form, the Buyer's written acceptance of the Seller's quotation, or overleaf as the case may be. References to orders made electronically or to electronic transactions means made through the Seller's website, either through a Buyer-specific stand alone remote ordering system or through the Seller's general e-commerce ordering processes.

**1. General**  
1.1 All contracts for the sale of Goods shall be upon the terms and conditions contained herein ("the Conditions"), except in so far as the same has been varied in accordance with the provisions of Clauses 1.2 and 1.3 hereof.

1.2 The Conditions herein printed shall form the whole of the terms and conditions of such Contract, all orders are accepted on the Conditions, which supersede any other terms in the Seller's brochures or elsewhere and shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations and course of dealing established between the Seller and the Buyer.

1.3 The Conditions shall not be varied or added to by reference, incorporation or otherwise unless such variation or additions have been made by express written agreement between the Seller and the Buyer and signed by the Seller and the Buyer. The signing by the Seller of any of the Buyer's documentation shall not imply any modification of the Conditions.

1.4 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with the Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate. All Orders are subject to acceptance by the Seller.

1.5 Where the Order has been made electronically, the contract between the Buyer and the Seller will only be formed when the Seller dispatches the Goods to the Buyer. For the purposes of the Conditions, communications made between the Seller and the Buyer by electronic mail shall be regarded as being made in writing and signed by the party sending the electronic mail communication.

1.7 The Seller reserves the right to correct any clerical or typographical errors made by its employees at any time.

## 2. Prices

2.1 The prices for Goods are those set out on the face hereof or in the case of electronic transactions, as quoted on our website from time to time, except in the case of obvious error, subject to the provisions of Clauses 2.2 and 2.3 hereof.

2.2 The Seller shall at any time be entitled to increase the prices for Goods on the face hereof:

2.2.1 should the Buyer alter its specification or instructions after the date of quotation or the Seller otherwise has to alter, modify or otherwise carry out work on any Goods; should there be any increase in the cost to the Seller of purchasing any goods or materials by reason of any foreign exchange fluctuations, alterations in any taxes or duties, variations in the costs of raw materials or components or labour or transport or for any reason of any other cause whatsoever (whether or not of the same nature as the foregoing) beyond the control of the Seller.

2.3 In the case of electronic transactions the following provisions shall apply:  
2.3.1 product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which the Seller has already dispatched the Goods to the Buyer;

2.3.2 the Seller's site contains a large number of products and it is always possible that, despite the Seller's best efforts, some of the products listed on the Seller's site may be incorrectly priced. The Seller will normally verify prices as part of its dispatch procedures so that, where a product's correct price is less than the Seller's stated price, the Seller will change the lower amount when dispatching the Goods to the Buyer. If the Product's correct price for the Goods is higher than the price stated on the Seller's site, the Seller will normally, at its discretion, either contact the Buyer for instructions before dispatching the Goods, or reject the Buyer's order and notify the Buyer of such rejection;

2.3.3 the Seller is under no obligation to provide the Goods to the Buyer at the incorrect (lower) price, even after it has dispatched the Goods to the Buyer, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as an error.

2.4 All prices quoted by the Seller are ex-works and are the net prices and therefore exclusive of value added tax and other duties and impositions (including all charges on consignment) and the Buyer shall pay any and all taxes, duties and other government charges payable in respect of the Goods, together with transport costs of the Seller valid from time to time for delivery of the Goods to the Buyer.

2.5 Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Buyer and shall be deemed to be withdrawn if no such order is received within 30 days from their date unless otherwise stated in writing by the Seller at the time of quoting.

## 3. Payment

3.1 Should the sale be stated on the face hereof to be a cash sale, payment for Goods is due immediately prior to collection by the Buyer of the Goods from the Seller, or where the Goods are delivered by the Seller to the Buyer, at the time of delivery and prior to the Goods being released to the Buyer by the Seller's carrier.

3.2 Should the sale be stated on the face hereof to be a credit sale payment is due not later than 30 days after the date of invoice.

3.3 Should the Buyer require the Goods to be delivered overseas, payment shall be by irrevocable confirmed documentary credit under which cash is payable to the Seller against an airway bill, bill of lading or other appropriate document of title specified in the credit such credit to be opened by the Buyer and issued or confirmed by a bank in London to be approved by the Seller. No Goods will be despatched by the Seller to such overseas destination until such letter of credit is accepted or confirmed by the Seller.

3.4 Without prejudice to the right of the Seller to payment in accordance with the terms of payment above, the Seller shall at its discretion have the right to charge interest in respect of all or any outstanding sums from the due date for payment until payment in full (including all interest due) is received by the Seller. Interest shall be payable at the rate of 4 per cent per calendar month and shall accrue from day to day.

3.5 If the Seller shall allow provisional credit or extend credit in respect of any part of the Goods it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods except against payment.

3.6 Where the Goods are to be supplied or payment therefore is to be made by instalments the failure of the Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole Contract with the Buyer and to recover damages for any breach of Contract.

3.7 If payment is overdue in whole or in part then the whole of any amounts outstanding to the Seller shall immediately become payable whether or not such monies should have been payable at that time but for the provisions of this sub clause.

3.8 The Buyer may not demand payment of any amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.

3.9 Time of payment by the Buyer is of the essence for each Contract.

## 4. Warranty

4.1 The Seller warrants that the Goods are free from any material defect in workmanship and materials for a period of 90 days from the date of invoice, but the Seller's liability under this warranty shall be limited to making available free of charge the labour and materials required to make good any such defects or (at the Seller's option) replacing the defective Goods. The Seller's liability under this warranty is also conditional upon the following:

4.1.1 The Goods not having been subjected to any abnormal or improper use of modification by the Buyer;

4.1.2 The Goods having been properly stored and used by the Buyer.

4.1.3 The Goods not having been damaged by the Buyer whether by accident, neglect, failure to follow instructions concerning the use of the Goods, whether given in any documents supplied with the Goods or otherwise, or failure to follow the specified maintenance schedule provided with the Goods;

4.1.4 The defect not arising as a result of normal wear and tear;

4.1.5 Written notice of the defect being given to the Seller within fourteen days after discovery of the defect.

4.2 Subject to clause 13, the warranty contained in Clause 4.1 above is given in lieu of and shall be deemed to exclude all other warranties and conditions whether expressed or implied and whether arising by common law statute or otherwise.

4.3 Where notice is given to the Seller by the Buyer within the terms of Clause 4.1.5, then the Buyer shall return the Goods to the location specified by the Seller and Goods in transit to the Seller for the purpose of repair under the warranty shall be at the Buyer's risk and carriage paid.

## 5. Technical Information

5.1 The Seller shall be under no liability whatsoever resulting from or arising out of or in connection with in relation to a statement made by any of its servants or agents or contained in any document before the contract between the Seller and the Buyer was entered into, unless the Buyer shall give notice in writing to the Seller before the contract is entered into that it intends to rely on any such statement or document.

5.2 Without prejudice to the generality of the foregoing:

5.2.1 any description or image contained in any catalogues, sample price lists or other advertising material supplied by the Seller to the Buyer is intended merely to present a general picture of the goods sold by the Seller and shall not form a

representation to the Buyer or become part of any contract for sale of goods made between the Seller and the Buyer.

5.2.2 The Seller makes no warranty express or implied in connection with any technical advice or recommendation made by it to the Buyer.

5.3 Where the Buyer is a consumer or deals as a consumer within the meaning of the Unfair Contract Terms Act, 1977, the exclusions contained in 5.2 above shall apply only so far as they do not conflict with the terms implied with Sections 13, 14 and 15 of the Sale of Goods Act 1979 relating to correspondence of Goods with description, quality or fitness for purpose and sales by sample.

5.4 The Seller will use reasonable endeavours to procure for the Buyer the benefit of such warranties and other rights as are conferred on the Seller in relation to defects in such part or parts of the Goods as are not of the Seller's manufacture by the terms of the Seller's agreement with the suppliers of the Goods.

5.5 The Seller cannot pass onto the Buyer any greater warranty in respect of the Goods than that which has been conferred upon the Seller under the terms of the Seller's agreement with its own supplier.

5.6 The Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

## 6. Buyer's Specification

6.1 Where the order is modified to the Buyer's specification, instruction or design, the Buyer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Seller and keep the Seller indemnified on a continuing basis from and against any infringement of any patent, registered design, trade mark, trade name or copyright and all loss, damage or expense which it may incur by reason of such infringement as aforesaid.

## 7. Delivery/Collection

7.1 Where Goods are to be delivered by the Seller to the Buyer, such Goods will be delivered to the ground floor of the location set out on the face hereof. Unless it is otherwise agreed in writing, such Goods shall be delivered by any means chosen by the Seller.

7.2 If the Customer fails to take delivery of the Order on a specified delivery date, except when the failure or delay is caused by the act or omission of the Seller, the Seller shall store the Order until delivery takes place and charge the Buyer for all related costs and expenses.

7.3 The Seller will use reasonable endeavours to avoid delay but no responsibility is under taken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a cause beyond the control of the Seller or not.

7.4 Time for delivery shall not be of the essence.

7.5 For Goods that are not lost or damaged in transit the Buyer shall inspect the Goods immediately on delivery thereof and shall within 10 days from such delivery give notice to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the Contract or are defective in material or workmanship. If the Buyer shall fail to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods accordingly. In the event that the Buyer establishes to the Seller's reasonable satisfaction that the Goods are not in accordance with the Contract or are so defective, the Seller may elect to repair the Goods or to replace the Goods or to refund the purchase price against return of the Goods.

7.6 Where Goods are lost or damaged in transit, two clear days notice are required to be given to the carrier of such loss or damage. The Buyer shall notify the Seller of such loss or damage in transit within two days of delivery or non-delivery to the Buyer's premises, to enable the Seller to notify the carrier of the claim.

7.7 Where Goods are to be collected by the Buyer, the Seller shall notify the Buyer of availability of such Goods for collection by written notice of availability. Such Goods shall be collected within seven days of the date of such notice of availability. Failure by the Buyer to collect the Goods within such seven day period shall entitle the Seller to repudiate the Contract and the Buyer shall be liable for any costs, losses or expenses arising from the Buyer's failure to collect such Goods.

## 8. Passing of Risk

8.1 Where Goods are to be delivered to the Buyer at a location in the United Kingdom, the Goods shall be at the Buyer's risk from the time of delivery of the Goods to the Buyer.

8.2 All Goods to be delivered to the Buyer at a location outside the United Kingdom shall be at the Buyer's risk from the time of delivery of the Goods to the carrier.

8.3 All Goods to be collected by the Buyer shall be at the Buyer's risk from the time of collection.

8.4 The Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer howsoever caused, nor shall any liability of the Buyer to the Seller be diminished or extinguished by such loss.

## 9. Retention of Title

9.1 Property in the Goods shall remain in the Seller until all sums due to the Seller from the Buyer on any account shall have been paid in full.

9.2 Such Goods shall be subject to any rights of retention of the Seller to recover or resell the Goods supplied and may enter upon the Buyer's premises by its servants or agents for that purpose if:

9.2.1 Any payment due by the Buyer to the Seller is overdue in whole or in part; or  
9.2.2 Any steps are taken with a view to the Buyer or any of the Buyer's Affiliates or any of its or their assets becoming subject to any form of winding-up, administration receivership, administrative receivership, insolvency proceedings, bankruptcy, arrangements with creditors generally, enforcement of security or legal process or repossession; or

9.2.3 The Seller has reasonable grounds to believe that the Buyer is insolvent or that the Seller's rights to receive payment or its interest in the Goods is or is likely to be in jeopardy; or

9.2.4 The Buyer ceases or threatens to cease to carry on trading; or

9.2.5 The Buyer is in breach of any provision of these Conditions.

9.3 Until such time as the buyer becomes the owner of the Goods' supplied it will store them on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Seller.

9.4 Until property in the Goods has passed to the Buyer hereunder the Buyer shall not: Pledge the Goods or documents of title thereto, or allow any credit to arise in respect of the Goods; or

9.4.2 Deal with or dispose of the Goods or documents of title thereon or any interest therein (other than by a sale by the Buyer as principal to an independent purchaser buying for full value in the ordinary course of the Buyer's business);  
9.4.3 Hold itself out as the Seller's agent in respect of the Goods.

9.5 Until such time as the Buyer becomes the owner of the Goods supplied to it, it will keep the Goods properly insured for not less than their contract value.

## 10. Use of Goods

10.1 Where any items comprised in the Goods have been purchased by the Buyer other than for resale, the Buyer shall be deemed to have the attention of all persons using the same all of the Seller's instructions and/or recommendations for use packed by the Seller with the Goods or referred to in the Seller's catalogues or brochures or which the Seller has otherwise notified to the Buyer. Further if any such items are to be used at work, the Buyer shall take such steps as are necessary to secure that there will be available in connection with the use of the same at work adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.2 The Buyer shall not remove any plaque or other label affixed to the goods referring any user thereof to the Seller's instructions and/or recommendations for use; or

10.3 If any item comprised in the Goods is resold by the Buyer, the Buyer shall bring to the attention of its purchaser all the Seller's instructions and/or recommendations for use packed by the Seller with the Goods or referred to in the Seller's catalogues or brochures or which the Seller has otherwise notified to the Buyer. Further on such resale the Buyer shall exact an enforceable undertaking from its purchaser not to remove any plaque or other label affixed to the Goods referring any user thereof to the Seller's instructions and/or recommendations for use and, if the Goods are to be used by such purchaser at work, that such purchaser will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.4 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Buyer, the Buyer represents and warrants to the Seller that the Buyer has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operational so as to be safe and without risk to the health and safety of workmen or others using the same and that it will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.5 The Buyer shall indemnify and keep indemnified the Seller on a continuing basis from and against all actions, suits, claims, demands, losses, charges, costs and expenses which the Seller may suffer or incur in connection with any claim by any third party alleging the facts which if established would indicate a breach

of the undertakings representations and warranties on the part of the Buyer contained in this Clause or which if established would indicate a breach by any purchaser from the Buyer of any undertaking which the Buyer is required in this Clause to exact from such purchaser.

## 11. Cancellation

11.1 No cancellation or postponement of delivery of all or any part of its order by the Buyer shall be effective unless communicated to the Seller in writing.

11.2 In the event of such cancellation or postponement being made in accordance with the terms of clause 11.1 above the Seller shall be entitled at its discretion to the following sums should the cancellation or postponement be received by the Seller: more than 90 days before the date for delivery of the Goods: £125.00

11.2.1 more than 45 days before the date for delivery of the Goods: £125.00

11.2.2 10% or 10% of the quoted price of the Goods affected by the cancellation or postponement whichever is the greater

11.2.3 less than 45 days before the date for delivery of the Goods: £125.00 or 15% of the quoted price of the goods affected by the cancellation or postponement whichever is the greater.

11.3 No alteration or amendment of its order by the Buyer other than as set out in Clause 11.1 above shall be effective unless agreed in writing by the Seller. Any such alteration or amendment shall be subject to charges additional to the price of the Goods at the discretion of the Seller.

## 12. Computer Software

12.1 For the purpose of the Conditions "Software" shall mean all operating systems compilers utilities service software and other programmes and associated documentation provided by the Seller.

12.2 All Software shall be supplied to the Buyer on licence for use by the Buyer and all intellectual property and title and the rights in the Software shall remain vested in the Seller if developed by it or in any third party owning such property, title and rights.

12.3 The Buyer undertakes with and warrants to the Seller that it will: not disclose or make available any Software or parts thereof to any third party without prior written consent to the Seller;

12.3.2 only make so many copies of the software or any portion thereof as are necessary for operational security and in any event no greater number of copies than shall be authorised in any instructions issued by the Seller.

12.4 Any warranty or guarantee given by the Seller in respect of Software shall be strictly limited to the medium of storage and the Seller shall not be liable in respect of any loss or damage occasioned to the Software itself or consequential upon the use of the Software for any purpose.

## 13. Limitation

13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

13.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1:

13.2.1 the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of income or revenue, loss of data, loss of business, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, losses caused shall not exceed the price of the Goods.

13.3 The Buyer shall indemnify the Seller and keep the Seller indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent that that damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer, its servants or agents and any breach by the Buyer of its obligations to the Seller hereunder.

## 14. Patents, Trade Marks, etc.

14.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Buyer will in this respect accept such title to the Goods as the Seller may have.

14.2 Where the goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Buyer, the Buyer represents and warrants to the Seller that the Goods as so designed or configured and/or the processes so used do not infringe the rights of any persons, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world. The Buyer shall indemnify the Seller and keep the Seller indemnified on a continuing basis from and against all actions, suits, claims, demands, losses, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent that that damage, injury or loss shall have been occasioned partly or wholly by a breach of the representations and warranties in this Clause 14.2.

## 15. Termination

15.1 If the Buyer fails to take and pay for Goods sold in accordance with the Contract the Seller shall be at liberty to treat the Contract as repudiated without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer's default and the Seller shall be entitled to dispose of the Goods as he shall think fit and shall not be under any liability to account to the Buyer for the price received therefore or otherwise.

15.2 The Seller shall have the right immediately to terminate the Contract at any time upon occurrence of any of the events specified in clause 9.2. Upon such termination the Seller shall have the right to be paid the price of the Goods manufactured or supplied to the date of cancellation and the Buyer shall take over and pay for at the current price such materials as have been allocated by the Seller to the Contract.

## 16. Force Majeure

16.1 The Seller shall be relieved of all liability otherwise arising under these conditions to the extent that it shall be unable to carry out any of its obligations hereunder by reason of war, strikes, lockouts, governmental controls or restrictions, non-availability of goods or personnel or any other cause whatsoever beyond the Seller's control.

## 17. Force Majeure

17.1 No force majeure, indulgence, time or relaxation on the part of the Seller granted to the Buyer in respect of any of the conditions shall in any way affect, diminish, restrict or prejudice rights or powers of the Seller under any Contract or operate as or be deemed to be a waiver or any breach by the Buyer of any of these Conditions.

## 18. Notice

18.1 Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by recorded delivery service or transmitted by electronic means or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof or such other address as the party may by notice to the other have substituted therefore shall be deemed validly and effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## 19. Severance

19.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 20. Lien

20.1 The Seller shall have a lien over any Goods or other stock belonging to the Seller which are in the possession of the Seller (or for example where the Seller retains Goods which have been paid for by the Buyer and are called off periodically by the Buyer) in respect of any sums owing to the Seller by the Buyer on any account.

## 21. Third Party Rights

21.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

## 22. Proper Law

22.1 Any Contract between the Seller and the Buyer shall be governed by and construed in accordance with English Law and the Buyer submits to the jurisdiction of the English Courts but the Seller may enforce any judgment in any Court of competent jurisdiction.

## 23. Swapout Service

23.1 Swapout Service is purchased with the Goods. Getech will seek to swap a faulty item with replacement unit where the fault is warranty specific. The replacement unit should be delivered the next working day after appropriate notification of the fault and the faulty unit will be collected. Where the fault is identified as a non-warranty fault the Buyer will be liable for the repair charge and ownership of the replacement unit will rest with the Seller until the respective repair charge is settled in full. Full details and terms are available at [www.getech.co.uk/TC/swapoutTC.pdf](http://www.getech.co.uk/TC/swapoutTC.pdf)