

STANDARD TERMS AND CONDITIONS
FOR SALE OF GOODS OR SERVICES OF
Pleydell Technology Consulting Ltd

1. DEFINITIONS AND INTERPRETATIONS

In this document the following words shall have the following meanings:

"Buyer" means the organisation or person who buys Goods or Services from the Seller;

"Goods" means the articles to be supplied to the Buyer by the Seller;

"Services" means all services agreed to be performed by the Seller;

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyrights, trademarks, software designs, software licenses, know-how and all other forms of intellectual property wherever in the world enforceable;

"List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;

"Seller" means Pleydell Technology Consulting Ltd, Registration Number 6703418 whose registered offices are at 115 South St. Taunton TA1 3EA, UK.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods or Services by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.3 A Contract shall be formed when an order received from the Buyer is accepted in writing by the Seller or, if earlier, on the acceptance by the Buyer, without amendment, of any valid quotation issued by the Seller.
- 2.4 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these conditions
- 2.5 These conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. PRICE PAYMENT AND INTEREST

- 3.1 The price shall be that in the Seller's current List Price for Goods or Services, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the buyer.
- 3.2 The Seller shall invoice for Services monthly in arrears or by such other schedule as the parties may agree in writing.
- 3.3 The Seller shall not shall not modify quoted prices at any time before delivery to the Buyer unless to reflect (a) any changes to its costs resulting from any alteration in or addition to the Buyer's requirements or (b) any changes in external costs, charges, duties or taxes arising in relation to the provision of the Goods or Services which are outside the control of the Seller.

- 3.4 Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller.
- 3.5 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller
- 3.6 Payment shall be made in the currency of the invoice.
- 3.7 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
- 3.7.1 charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3.5 percent per annum above the base rate of the Bank of England from time to time in force. Such interest shall accrue after as well as before any judgment
- 3.7.2 require payment in advance of delivery in relation to any Goods not previously delivered; and
- 3.7.3 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery; and or
- 3.7.4 suspend the provision of Services; and or
- 3.7.5 terminate the contract.

4. DESCRIPTION

- 4.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order
- 4.2 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.
- 4.3 All drawings, descriptive matter, specifications and advertising material issued by the Seller or contained on any Seller website are issued for the sole purpose of giving an approximate idea of the Goods or Services described within the Contract. They will not form part of the Contract, nor will any representation made orally or in writing by an employee or agent of the Seller.

5. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.

6. DELIVERY

- 6.1 The delivery costs are incurred by the Buyer unless agreed otherwise by the Seller. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

- 6.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
- 6.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed when the Goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
- 6.5 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.
- 6.6 Where delivery of any Product requires an export license or other authorisation before shipment, the Seller shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorisation. It shall be the responsibility of the Buyer to obtain any export licence or authorisation required.

7. ACCEPTANCE OF THE GOODS

- 7.1 The Buyer shall be deemed to have accepted the goods 72 hours after delivery to the Buyer.
- 7.2 The Buyer shall carry out a thorough inspection of the Goods within 72 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

8. RETURN OF GOODS

No goods will be accepted for return without prior agreement and a handling charge will be made if goods are accepted for any reason other than faults of manufacture or seller error. Drivers are unable to collect goods without an authorised collection note.

9. RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Should the Buyer choose to collect the Goods risk will pass when the Goods are entrusted to it or set aside for collection, whichever happens first.

10. TITLE

- 10.1 Notwithstanding the earlier passing of risk, Title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.2 Until title passes the Buyer shall hold the Goods as bailee for the Seller and:
- 10.2.1 shall store or mark them so that they can at all times be identified as the property of the Seller;
- 10.2.2 shall store the products in a secure, safe, dry and clean environment separately from other products and goods,
- 10.2.3 shall deliver up the Products to the Seller upon demand,
- 10.2.4 shall ensure that the products are easily identifiable as belonging to the Seller,
- 10.2.5 shall not deface, destroy, alter or obscure any identifying mark on the Products or their packaging, and

- 10.2.6 shall ensure that no charge, lien or other encumbrance is created over the Products.
- 10.3 The Seller may at any time before title passes and without any liability to the Buyer:
- 10.3.1 Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 10.3.2 For that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer
- 10.4 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer

11. WARRANTY COMPLAINTS CREDITS AND REPLACEMENTS

- 11.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 12 months of delivery, subject to the following conditions:
- the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;
 - the defect being due to the faulty design, materials or workmanship of the Seller.
- 11.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.
- 11.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.
- 11.4 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 11.5 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 12 below.

12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 12.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on their behalf, prior to the making of this contract where such representations were made or given in relation to:
- the correspondence of the Goods with any description;
 - the quality of the Goods; or
 - the fitness of the Goods for any purpose whatsoever.
- 12.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:
- the correspondence of the Goods with any description;
 - the quality of the Goods; or
 - the fitness of the Goods for any purpose whatsoever.
- 12.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

- 12.4 Where any court or arbitrator determines that any part of this Clause is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.
- 12.5 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13 HEALTH SAFETY AND WASTE

The Buyer shall be responsible for ensuring that:

- 13.1 the Goods as specified are safe and appropriate for the Buyer's intended use:
- 13.2 the Goods are handled in a safe manner, and
- 13.3 any waste originating from the Goods is disposed of in accordance with any relevant regulations.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Where the Buyer supplies designs, drawings and specifications to the Seller to enable it to manufacture non-standard or custom made Goods the Buyer warrants that such manufacture will not infringe the intellectual property rights of any third party.
- 14.2 All intellectual property rights in the Goods and/or created in the course of carrying out the Services shall at all times remain vested in the Seller or its employees or consultants, as the case may be and shall not become the property of the Buyer.
- 14.3 The Buyer shall have no right to apply to the Goods or otherwise use any trademark owned or used by the Seller.
- 14.4 If any claim is made or alleged that the Goods infringe any patent rights, registered designs, copyright or other industrial property rights of another then:
- 14.4.1 the Buyer shall forthwith notify the Seller with full particulars and
- 14.4.2 the Seller or its suppliers or licensors (as case may be) shall be at liberty at their expense to conduct all negotiations and/or litigation in respect thereof and (if necessary) in the name of the Buyer and, if as a result of such negotiations or litigation the Buyer shall be unable to use the Goods substantially for purposes for which they were bought, the Seller shall (except when Condition 0 applies) take them back and refund the purchase price to the Buyer and such refund shall be in full satisfaction of all claims by the Buyer against the Seller.
- 14.5 The Buyer shall indemnify the Seller against all action costs (including the cost of defending legal proceedings) expenses claims proceedings and demands in respect of any infringement or alleged infringement by the Seller of patent rights registered design, copyright or other industrial rights attributable to the Seller's complying with any special instructions from or requirements of the Buyer.

15. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

16. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

17. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

18. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of UK and the parties hereby submit to the exclusive jurisdiction of the British courts.