

TERMS OF SALE – DATA PROCESSING SUPPLIES LTD T/A DP SUPPLIES

A) Definitions;

'The Company' shall mean Data Processing Supplies Ltd or any associated company.

'The Customer' shall mean the other contracting party.

'The Products' shall include all goods and services/provided by the company.

B) These conditions supercede those published in any previous correspondence. Orders placed by the customer are deemed to be in accordance with these conditions and

the company shall not be bound by any variation, in favour of or addition to these conditions unless accepted in writing by the company.

C) The company reserves the right to amend conditions of sale and specifications without prior warning.

D) Subject to Clause E the company will deliver the goods to the address specified in the order.

E) The company shall not be liable for any delay or for any consequence of any delay in the production, delivery or commissioning of any of the products or services if

such delay shall be due to fire, strike, lock-out, dispute with workmen, flood, accident, delay in transport, shortage of fuel, default of any subcontractor the inability to

obtain material, embargo, act or demand or requirement of any government department or local authority or as a consequence of war or of hostility (whether war be

declared or not) or to any other cause whatsoever beyond the company's reasonable control. If any such delay occurs then (unless the cause thereof shall frustrate or

render impossible or illegal the performance of this contract or shall otherwise discharge the same) the company's period for performing its obligations shall be extended

by such a period (not limited to the length of delay) as the company may reasonably require to complete the performance of its obligation.

F) No property in or title to any goods shall pass from the company to the customer unless and until the customer has made full and complete payment to the company. The risk in the goods will pass to the customer upon completion of delivery of the goods.

G) The customer shall inspect the said goods immediately on the arrival thereof and shall within 24 hours of receipt of the goods report any shortage or damage to the goods to the company. In the case of damaged goods all packing should immediately be returned to the company with the goods for examination.

Non-delivery should be reported to the company within 5 days from the date of the invoice otherwise delivery will be deemed to have been made.

H) If the customer shall fail to give notice as specified in Clause G the said goods shall be deemed to be in all respects in accordance with the order and the customer shall be bound to accept and pay for the same accordingly.

I) Cancellation of orders cannot be accepted unless by prior agreement, any agreed cancellation may be subject to a cancellation charge. Any specifically produced or non stock products order by the customer cannot be cancelled and the customer will be charged in full for any such products or services cancelled, whether they were produced and delivered or not.

J) Products ordered in error and returned to the company, subject to the company's agreement, must be returned carriage paid and intact. Any unauthorised returned products will be returned to the customer and charged for in full unless the company's returns procedure is followed. Any not required items returned to us which are open, damaged, defaced or otherwise unfit for resale (including writing on the packaging) will be returned to the customer and charged in full. Any product or service which is non stock and has been produced/ supplied to the customer is non returnable once the company has accepted the customers order. Approved returned goods may be subject to a handling charge of 10% (£5.00 minimum) to cover administration costs.

K) Terms of payment for approved customers are nett 30 days end of month; failure to meet these terms will result in interest being charged on the amount due at such rate as the company may at their absolute discretion set from time to time.

L) The company does not have a minimum order value, and does not charge small order charges in the main but due to the disproportionate cost of processing small orders, the company reserves the right to charge a small order/handling charge for any order below £100.00. This will be advised at point of quote where applicable and confirmed at point of order.

M) Any products which attract a manufacturer's small order and/or carriage charge are sold subject to costs being paid by the customer.

N) The cost of carriage, postage and packing will be charged to the customer where applicable and at the companies discretion.

O) The amount of any and/or tax or other government charge or duty in respect of the goods (whether upon its production, dispatch installation sale purchase or otherwise) and the cost to the company of conforming with any other legal requirement (including any Act of Parliament and any order or regulation made by any government or body or department) imposed or coming into force after the date of this agreement shall be added to the price and paid by the customer.

P) The company shall not under any circumstances whatsoever be liable for any loss (which expression in this clause includes injury, damage or delay) or for any consequence of any such loss arising from the use of any product or service supplied by the company.

Q) The company shall not be liable for and the customer shall indemnify and hold the company harmless against any claim by or loss damage to any person or property directly or indirectly occasioned by or arising from the use or operation other than by the company or possession or the products and from negligence (including the use of any part of the equipment otherwise than in accordance with the companies operating instructions and manuals) or default or misuse by or on the part of the customer or any person or persons other than the company.

R) The indemnity shall extend to any costs and expenses incurred by the company.

S) If for any reason the customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the company shall, if the storage facilities permit, store the goods safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the buyer shall be liable to the company for the reasonable cost (including insurance) of them so doing.

T) Prices are those applicable at the date of dispatch. If prices differ for whatever reason from those shown, we will advise you as soon as is possible/ practical. Any manufacturer's price increases that may apply after the order is placed will be applicable and will be advised as soon as known.

Data Processing Supplies Ltd

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