

## **ABTEC NETWORK SYSTEMS LTD – TERMS & CONDITIONS FOR THE SUPPLY OF GOODS**

**GENERAL:** All orders accepted and goods supplied by Abtec Network Systems (Abtec) are subject to the terms and conditions set out below. No addition or variation will be made unless agreed in writing by Abtec. In these conditions, "the Goods" means the articles or things, including software and services, or any part(s) of them to be provided by Abtec in accordance with these Terms & Conditions.

**ORDERS:** All orders are subject to the availability of the Goods and to written acceptance by Abtec's authorised representatives. Any prior confirmation by Abtec by fax or telephone is deemed provisional only. The Customer agrees to send Abtec a written order in confirmation of any telephone order marked with any confirmation reference given by Abtec. Cancellations or amendments are subject to charge as specified by Abtec's own suppliers.

**PRICES:** Any price literature used by Abtec are intended only as an indication of price and range of goods offered and no prices, descriptions or other particulars therein shall be binding. All quoted or listed prices exclude VAT or any other taxes and are based on the cost to Abtec of supplying the Goods to the Customer. If there occurs any increase of such costs before delivery, the price payable shall be subject to amendment. Abtec reserves the right to charge for carriage and insurance on orders.

**INSTALLATION /COMMISSIONING:** Unless otherwise agreed in writing, installation and commissioning is the responsibility of the Customer. If required, Abtec can provide installation and commissioning at an additional charge.

**MANUFACTURER'S SPECIFICATION:** Abtec will not be liable in any respect for any loss or damage resulting from any variation in the Manufacturers specifications or technical data and will not be responsible for and loss or damage resulting from cessation of supply following such variation. Abtec will endeavour to advise the Customer of any such impending variation as soon as it receives notice from the Manufacturer.

**RISK & PROPERTY:** Risk in the Goods shall pass to the customer on delivery. Legal property and title in the goods shall remain with Abtec until the Customer has made full payment. Upon any default by the Customer of any of the Terms or Conditions Abtec may require the Customer to return the goods immediately, or Abtec shall be entitled to retake possession of the whole or any part of the Goods at any time without notice.

**DEFECTS & USE:** Abtec shall not be liable for any loss of any nature to any person(s) arising from the use of the Goods. The Customer shall indemnify Abtec against all claims made against Abtec unless otherwise agreed:

Where the goods are rejected by the Customer as not being in accordance with the Customer's order, Abtec will only accept the return of such Goods provided it receives written notice, detailing reasons for rejection within seven days of the receipt of Goods by the Customer. In the case of defects or faulty workmanship in the Goods, the Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by Abtec under any guarantee or warrantee given to it by Abtec's Supplier thereof.

**GUARANTEE:** Abtec guarantees that Goods subject to any warranty or guarantee given by the manufacturers or suppliers will be free from defects caused by faulty materials or poor workmanship for a period not less than stated in the warranty or guarantee. Under this warranty, Abtec will at its discretion either repair, or give a replacement of equivalent quality or issue credit to the Customer for any Goods found to be defective. Goods will not be accepted by Abtec for exchange, repair or return unless each item making up the Goods is accompanied by an RMA number issued from Abtec.

**EXCLUSIONS:** Abtec shall not be held liable for the negligence of wilful default of Abtec or its servants or agents arising out of connection with the Goods. Abtec's liability shall be limited to direct loss and shall not include indirect or consequential loss. Abtec shall not be liable for the loss or damage to software programs during repair or upgrade of any Goods whether or not the same are under warranty. Abtec shall also not be liable for specification or design errors, which shall remain the responsibility of the Customer. It is also the Customer's responsibility to keep suitable back-up copies of all software under their control.

**PAYMENT:** Payment must be made strictly within 30 days from receipt of the invoice, unless otherwise stated. Where payment is not received Abtec reserves the right to suspend or cancel further deliveries or services under this or any other contract and the Customer shall pay interest on any unpaid amounts calculated at 2% above the current rate quoted by the National Westminster Bank. Where applicable, VAT (or other purchase tax) will be added in accordance with current UK legislation.

**DESPATCH & DELIVERY:** Any times quoted for despatch are estimates only and without prejudice, although every endeavour will be made by Abtec to adhere to them. Quotations or offers of Goods are subject to the Goods being unsold at the time of receipt of the Customer's written order. All despatch dates are calculated from acceptance of the Customer's written order. The Goods shall be delivered to Abtec's offices and the Customer shall be ready to collect them when notified by Abtec unless Abtec has agreed to deliver them to a specific location for which an appropriate delivery charge will be made. Any additional expense caused to Abtec by the Customer not being ready to receive the Goods or not providing suitable collection facilities, shall be reimbursed by the Customer.

**VARIATION:** Abtec reserves the right to vary the Goods where it deems necessary to carry out the contract. Abtec will endeavour to carry out all reasonable variations to the Goods requested by the customer, but shall not be obliged to do so.

**CANCELLATIONS & RESCHEDULING:** If the status of the Customer changes, Abtec reserves the right, without prejudice, to cancel or suspend trading with the Customer including orders in progress and to demand immediate settlement in full of all outstanding invoices and may dispose of or recover any of the Goods from the Customer's premises. Requests by the customer for cancellation, amendment of any order or rescheduling of deliveries will only be considered by Abtec if made in writing and shall be subject to written acceptance by Abtec. If granted, the Customer shall reimburse Abtec for any loss costs.

**COPYRIGHT:** The Customer accepts full responsibility for adherence to all patent, trademark, design, copyright and other infringement laws and shall fully reimburse Abtec in respect of all claims demands, liabilities costs charges and expenses incurred by Abtec as a result of such infringement or alleged infringement.

**FORCE MAJEURE:** Abtec shall not be liable for any loss or damage if the performance of its obligations is in any way hindered or prevented by any cause beyond its control.

**NON-STANDARD GOODS:** Unless otherwise agreed, the Goods are supplied in accordance with the Manufacturers standard specification. Abtec reserves the right to increase its quoted or list price or to charge accordingly in respect of any orders accepted for products of non-standard specifications. In no circumstance will Abtec consider cancellation of such orders or the return of goods.

**BREACH:** If the Customer makes a default or commits any breach of their obligations to the company; is involved in any legal proceedings with which his solvency is involved; commences liquidation; causes or threatens to cease trade or if serious doubt arises as to the customer's solvency, then Abtec shall immediately become entitled to suspend further performance of the contract for no longer than a total of six months and to treat the contract as breached by the customer and forthwith terminate it. Abtec shall notify the Customer of its option to suspend or terminate the contract within a reasonable time of its decision