

Terms and Conditions of Trading with Networks2go Limited

1. General

- 1.1 In these Terms and Conditions of Trading "the company" means Networks2go Limited, 20 Higher Downs, Knutsford, Cheshire, WA16 8AW.
- 1.2 "the customer" means the person, firm or company ordering or buying goods or services from the company.
- 1.3 "the contract" means the contract for sale of goods and or services.
- 1.4 These terms and conditions shall apply to all contracts entered into between the company and the customer unless agreed to the contrary in writing by a director of the company.

2. Orders

- 2.1 All orders placed by the customer with the company shall constitute an offer to us under these terms and conditions, subject to availability and to our acceptance of the order by our authorised representative.
- 2.2. All orders are accepted and products or services supplied subject to these express terms only. No amendment to these terms will be valid unless confirmed in writing by our authorised representative.

3. Quotations

Orders placed following a written quotation submitted by the company will be accepted by the customer as being subject to these terms and conditions.

4. Price

- 4.1 The company shall endeavour to maintain prices quoted for a period of 30 days from date of quotation.
- 4.2 Quoted prices are ex VAT. All delivery charges and any taxes, including VAT, are payable by the customer.

5. Delivery & Performance

- 5.1 The company shall use all its reasonable endeavours to meet any date or time given for delivery of the goods and or performance of the services.
- 5.2 Any time or date quoted for delivery is to be treated as an estimate only. Delivery may be delayed or postponed due to circumstances beyond our reasonable control and in no event shall we be liable for any loss or penalty caused through a delay in delivery of goods or services.
- 5.3 The customer shall be responsible for inspecting the goods or services provided and must inform the company of any defects or faults within three working days from the date of delivery.

6. Payment, Title and Risk

- 6.1 Unless otherwise agreed in writing by the company the customer shall pay for the goods or services within 30 days from date of invoice.
- 6.2 Without prejudice to any other rights and remedies it may have the company is entitled to charge interest of 8% per annum above the Current Base Rate of the Bank of England on overdue payments of the price of goods and or services, such interest to accrue daily from the date when payment was due until payment in full is received by the company whether before or after judgement.
- 6.3 If you owe money to us, we will claim a lien on any of your property in our possession.
- 6.4 Until you pay all debts owed to us:
 - 6.4.1 All products supplied to you will remain our property and we retain title to them.
 - 6.4.2 All products must be stored so that they are clearly identifiable as our property.
 - 6.4.3 You must insure all such products (against the risks for which a prudent owner would insure them) and produce a copy of your insurance policy upon request.
 - 6.4.4 You can use such products in the ordinary course of your business, but not if:
 - a) we revoke that right (by informing you in writing): or
 - b) you become insolvent as defined in clause 13 of these terms and conditions.
- 6.5 You must inform us (in writing) immediately if you become insolvent.
- 6.6 If your right to use the products ends you will allow us to remove them.
- 6.7 We have your permission to enter any premises where the products may be stored:
 - a) at any time to inspect them : and
 - b) to remove them, using reasonable force if necessary, after your right to use them has ended.
- 6.8 Despite our retention of title to the products, we have the right to take legal proceedings to recover the price of products supplied should you not pay us in full by the due date. Notwithstanding the foregoing, risk in the products shall pass on delivery of the same to you.
- 6.9 We reserve the right to stop supplying the products to you at any time.

7. Software

- 7.1 In the event any of the goods are software then the following provisions shall apply in addition to the provisions of these conditions:
 - a) the customer shall comply with all the licensing terms and requirements of the license.
 - b) the customer shall satisfy itself that any software licensed is used in accordance with its licensing terms and on hardware that is compatible with the software.
 - c) the customer shall not do or omit to anything that would put it in breach of the license and it shall enter such license and enter into such agreements as the company and/or licensor may require.

8. Intellectual Property Rights

All intellectual property rights including without limitation copyright, design rights, designs, patent or trade marks whether registered or unregistered in relation to goods or services will remain the property of the Company and/or the relevant licensor as the case may be.

9. Warranty

The customer recognises that the company is not the manufacturer of the goods supplied. The company will pass on to the customer all (if any) unexpired warranties it receives from the manufacturer(s). It is expressly stipulated that in the event of any claim on any ground being made by the customer against the company or any matter arising from it in relation to the contract or any item supplied pursuant to it, the liability of the company shall be limited (in respect of each claim or series of connected claims) to all sums due in respect of such items and under no circumstances shall the company be under any further liability for loss of profits or contracts or for other direct or consequential loss whether or not arising from any documentation made available to it.

10. Returns

All goods shall be deemed accepted unless rejected within 7 days of delivery or collection of the goods. Notice of rejection must be delivered in writing to the company giving detailed reasons for rejection. No compensation, credit or right of set-off shall be given by the company until the same has been received by the company from the manufacturer, supplier or insurer as the case may be. Any notice received by the company outside the 7 day period shall be deemed invalid for the purposes of this clause.

11. Returns Procedure

Before returning any goods to the company the customer shall:

- a) Notify the company by letter, facsimile or electronic mail of its desire to return the goods together with the reason for the return.
- b) Obtain from the company a Returns Number which should be quoted on all labels and any relevant paperwork. The issue of a Returns Number should not be taken as an admission of any fault in relation to the goods being returned. No goods shall be returned without the company's prior approval.

12. Cancellation of a Contract

The customer shall not be entitled to cancel any contract or order except with the prior written approval of the company and upon payment to the company of such amount as will indemnify the company against all loss resulting from such cancellation.

13. Insolvency

In the event that the customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets: or in the case of a limited company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason, the company shall have the right to suspend deliveries or services until payment has been made for goods or services already supplied and for all outstanding orders.

14. Law

All contracts shall be deemed to have been made in England and shall be governed in all respects by the law of England and Wales and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the contract or as to any matters arising out of the contract or in any way connected with it shall be determined by the Courts of England and Wales to whose jurisdiction the company and the customer hereby submit.