

RS22 Limited – Conditions of Sale

1. Orders are only accepted subject to these terms and conditions unless otherwise agreed and signed in writing by an official of the company.
2. The parties hereto are RS22 Ltd, which means either RS22 Limited and the Buyer.
3. Prices – orders are accepted at the price given at the date of order. Any quote which is out of date must be reconfirmed prior to an order, being accepted or RS22 reserve the right to refuse the order. RS22 will try and provide 30 days notice of any price changes, however there may be occasion when prices may vary outside RS22's control, and RS22 reserve the right to vary prices at short, or even no notice accordingly. Any price changes will be notified to the Buyer as soon as is reasonably possible.
4. All prices quoted are exclusive of taxes and delivery, unless otherwise stated.
5. RS22 make no warranty as to the suitability or otherwise of the products supplied. RS22 accept no responsibility for any damage or loss, arising directly or indirectly, from the use of any product supplied by them, including any loss arising by reason of any failure of the goods to comply with the specifications provided by the Buyer. Furthermore RS22 will not be liable in Contract or in Tort for any damage arising directly or indirectly out of the supply from RS22 of the goods or of the packages by which the goods are delivered.
6. Defective goods – RS22 reserve the right at their sole discretion to decide whether any goods are defective. Defective goods will be replaced or rectified by RS22 as originally ordered. If this is not practical, RS22 will credit the value of the goods at the invoice price provided. Any claim for defective goods must be made within 7 days of delivery. All transport charges arising hereunder are the responsibility of the Buyer. Any defects discovered in any delivery shall not entitle the Buyer to rescind the remainder of the contract.
7. RS22 will accept no responsibility for any loss or damage in transit. Any loss must be notified to RS22 within 48 hours with notification also being given to the couriers. When goods are sent to a Buyer within the UK, RS22 will insure them on behalf of the Buyer, as part of the shipping charges.
8. Delivery dates are given in good faith but are not guaranteed and RS22 will not be liable for any loss or damage caused by failure to deliver on the specified date. Any failure to deliver on the specified date shall not be deemed to be a breach of the Contract.
9. Any refusal of the Buyer to accept delivery (either part or whole) shall permit RS22 to consider the Contract as rejected by the Buyer and to decline to make any further deliveries without prejudice to RS22's right to recover damages for breach of contract.
10. RS22 reserve the right to make deferred or partial deliveries. In the event of failure to accept any delivery, the balance remaining undelivered shall be invoiced with payment becoming due

immediately and storage costs charged to the Buyer, the goods being held at the Buyers risk.

11. No cancellation of any order, in full or in part, is acceptable unless RS22 agree to the cancellation in writing. A full indemnity will be given to RS22 by the Buyer.

12. Payment:

(a) Where credit is given, payment is to be made within 30 days of delivery or of receipt of invoice, if earlier.

(b) If a cash discount is given VAT is calculated on the discounted price.

(c) All shipping charges are charged as extra, regardless of invoice value.

(d) Expenses will be recharged at cost unless otherwise agreed prior to an expense being incurred.

(e) RS22 reserves the right to charge interest on overdue Invoices when payment becomes due on a daily basis until the date of payment at a rate of 3% above base rate in force at the time when a payment is due.

(f) The rendering of payments by the Buyer at the stipulated time shall not be affected by the existence of any defect, whether or not such defect is the subject of a claim.

(g) Any bank or other charges (including, but not exclusively, transfer charges, costs of cheques not being honoured etc.) are the responsibility of the Buyer.

(h) If the Buyer shall fail to make any payment when it becomes due or shall enter into composition or arrangement with its creditors, or if being an incorporated company it shall have a Receiver appointed or shall pass a resolution for winding up or a Court shall make an Order to that effect or if not being an incorporated company it shall have a Receiving Order made against it or if there shall be any breach by the Buyer of any of the Terms and Conditions hereof, RS22 may, without prejudice to its other rights and remedies defer or cancel any further deliveries.

13. Title:

(a) Property in the hardware shall only pass to the Buyer upon cleared payment to RS22.

(b) Property in any software shall, at all times, remain vested in RS22 or its licensor, and the Buyer's right shall be governed by the term of any license relating to such software.

(c) Risk in the hardware and /or software shall pass to the Buyer.

(d) Should the Buyer remain in default of any payment for which the Buyer is liable to RS22, RS22 reserve the right to decline to make any further deliveries irrespective of which Contract with the Buyer they spring from, and to rescind the Contract in question without judicial interposition, all this without prejudicing RS22's right to full compensation and without prejudicing RS22's right to take back at once from the Buyer goods which by virtue of this clause are still RS22's property.

(e) The Buyer shall store all goods delivered by RS22 but for which payment has not been made, in such a way as to be clearly separate and identifiable from the Buyers other goods and products and the Buyer hereby grants to RS22, its servants or agents the right to enter on to the Buyers premises for the purposes of recovering such goods at any time until payment has cleared.

(f) Notwithstanding the above, if the Buyer shall sell any goods delivered in such a manner as to pass to a third party a valid title to the goods, the Buyer will hold the proceeds of such sale upon trust for RS22; providing that nothing herein shall constitute the Buyer being the agent of RS22 for

the purposes of any sub-sale and also providing that the Buyer shall not be entitled to sell such goods after the appointment of a Receiver to its property, or it has been placed in liquidation, or, not being a company, has committed an act of bankruptcy.

(g) The Buyer shall assume the risk of loss from the date of delivery and must rely upon its own insurance from that date.

14. Warranties for all hardware and/or software are supplied on and subject to the terms and conditions of warranties and licenses of the original manufacturers and/or licenses. RS22 will pass on to the Buyer any benefit of any guarantees given to it by its supplier.

15. RS22 reserves the right at its sole discretion (acting reasonably), to determine whether any hardware and/or software is defective. Defective hardware and/or software will at RS22' option, be replaced or rectified by RS22, if this is not practicable, RS22 will credit the value of the hardware and/or software at the original invoiced price.

16. Force Majeure – RS22 will attempt to deliver at the rate and in the time scales specified in the Contract, notwithstanding anything to the contrary expressed or implied in this Contract. RS22 shall not be liable for any loss or damage which may be sustained by the Buyer through failure on the part of RS22 to deliver at the rate or within the time specified in this Contract, for any loss or damage incurred by reason of act of God, war, riots, fires, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other cause whatsoever beyond the control of RS22. RS22 shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to such failure.

17. This contract shall be governed by the Laws of England and Wales.