

TERMS AND CONDITIONS OF SALE

The terms and conditions of sale set out below shall apply to the sale of all products and services supplied by I.T. Support Ltd. All parties dealing with I.T. Support Ltd shall be deemed to have knowledge of these terms and conditions and the placing of an order with I.T. Support Ltd will be deemed as acceptance of these terms and conditions.

1. PAYMENT TERMS:

Payment is due as per terms shown on invoice. There will be a 2% charge on monthly balance unpaid. Other payment terms are:

By Negotiation only.

2. DEFAULT IN PAYMENT:

(a) Any costs incurred in obtaining payment for any overdue amounts will be charged to the purchaser. Any monies recovered will firstly be applied to these charges and secondly to the outstanding amount.

(b) Equipment left at I.T. Support Premises for periods longer than 60 Days may be sold without further notice to defray any outstanding monies owed.

3. RETURNED GOODS:

Defective goods are accepted for return if they are brought to I.T. Support Ltd notice within (7) days of receipt of goods by the Purchaser. In all other cases defective goods will be either replaced or credited at the option of I.T. Support Ltd. The decision whether or not goods are defective shall be made by I.T. Support Ltd. Where goods are returned due to an error of supply, transit damage or an incorrectly recorded order from a Purchaser, then I.T. Support Ltd reserves the right to dispatch the correct goods. Any claim against carrier for damage or loss in transit will not normally be recognized by carrier unless lodged against carrier within seven (7) days of delivery of goods. Appropriate charges will be made to the Purchaser when the goods are not returned in the same condition as originally supplied.

The original freight charged will not be refunded. A 20% restocking fee will be charged on returned goods.

4. RETENTION OF OWNERSHIP:

(a) Notwithstanding delivery to the purchaser of possession of any goods the subject hereof ownership and title thereto shall at all times and under all circumstances remain vested in I.T. Support Ltd until the whole of the purchase price of such goods shall have been paid to I.T. Support Ltd in full. Receipt by I.T. Support Ltd of any cheque or other bill of exchange of any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared and until such time shall not prejudice or affect I.T. Support Ltd rights, powers or remedies against the purchaser and / or the goods.

(b) Subject always to any agreement to the contrary, in the event that the purchase price for the goods shall not have been paid to I.T. Support Ltd within a period of one (1) month from the date of delivery of possession to the purchaser or in the event of the purchaser having not paid the purchase price to I.T. Support Ltd in full and becoming bankrupt (or if a company having a receiver appointed of its assets or going into liquidation) then in addition

to any other remedies to which I.T. Support Ltd may at law in equity be entitled I.T. Support Ltd by its servants and duly authorised agents shall be entitled immediately and without further notice to repossess any such goods. Upon any such repossession I.T. Support Ltd shall immediately take such steps to dispose of such goods by private sale or auction and shall apply the proceeds of such sale, first in payment to itself of any balance to the benefit of the purchaser.

- (c) For the purposes of repossession the purchaser hereby irrevocably gives I.T. Support Ltd by its servants and duly authorised agents leave and licence without the necessity of giving any notice to enter on and into any premises where the goods are situated or stored and to remove the same there from and I.T. Support Ltd shall not be liable for any damages arising out of any such entry and possession and the purchaser hereby acknowledges that it will indemnify and keep indemnified I.T. Support Ltd against any loss or damage arising out of and in respect of any such repossession or sale.
- (d) In the event that the purchaser is not purchasing the goods for the purchaser's own use or consumption then until payment in full of the purchase price and all outstanding indebtedness has been made, the purchaser acknowledges and agrees as follows:
- (1) That the goods supplied are held by the purchaser as bailee to be sold by it as agent for and on behalf of I.T. Support Ltd.
 - (2) That the purchaser shall if directed by I.T. Support Ltd store the goods supplied in such a way that it is clear that they are the property of I.T. Support Ltd in particular being stored and maintained in as-new condition.
- (e) If any of the goods sold pursuant to these conditions are incorporated in other goods before payment is made to I.T. Support Ltd then the property in the whole of such goods shall be and remain with I.T. Support Ltd until payment has been made and all the rights of I.T. Support Ltd hereunder in the original goods shall extend to such other goods.

5. SALE BY THE PURCHASER:

Until such time as the purchaser shall have paid the purchase price for the goods to I.T. Support Ltd in full the purchaser shall not under any circumstances sell or otherwise dispose of the goods without the consent in writing of I.T. Support Ltd first had and obtained. In the event that the purchaser shall in contravention of this clause onsell the goods prior to making payment to I.T. Support Ltd of the purchase price in full then I.T. Support Ltd shall be entitled both by law and in equity to a first charge over any proceeds of the sale of the goods by the purchaser.

6. RISK:

The risk in the goods supplied by I.T. Support Ltd to the purchaser shall pass to the purchaser upon delivery to the purchaser directly or to the carrier nominated by either I.T. Support Ltd or the purchaser, as the case may be.

7. LIABILITY:

I.T. Support Ltd shall not be liable to the purchaser or any other person with respect to any claims for incidental, special, indirect or consequential damages whether in contract or in tort including loss of profit or loss of plant, equipment or production.

8. WARRANTY:

Unless authorised and stated in writing all goods are warranted for 30 days only from date of invoice. All warranty claims to be accompanied by a purchase order.