

## **CONDITIONS OF SALE - © ICON 1995 - 2010**

### **1. Definitions**

- “*Buyer*” means the person who buys or agrees to buy the Services from the Company.
- “*Company*” means Integrated Computing & Office Networking Limited whose registered office is at 18 The Point, Market Harborough, Leicestershire LE16 7QU.
- “*Conditions*” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- “*Services*” means the services that the Buyer agrees to buy from the Company.
- “*Price*” means the price for the Services excluding carriage packing insurance and VAT.

### **2. General**

- These Conditions shall apply to all contracts for the sale of provisions of Services by the Company to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- All orders for Services shall be deemed to be an offer by the Buyer to purchase the Services pursuant to these Conditions and subject to written acceptance by the Company.
- Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

### **3. The Price**

- The Price unless otherwise stated by the Company in writing shall be the Company's quoted price. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Company's invoice.
- **PAYMENT OF THE PRICE AND VAT SHALL BE DUE WITHIN 28 DAYS OF THE DATE OF THE INVOICE AND TIME OF PAYMENT SHALL BE OF THE ESSENCE OF THE CONTRACT.**
- Interest on overdue invoices shall accrue from the date when payment becomes due and from day to day until the date of payment at a rate of 4% above National Westminster Bank plc's base rate in force during the overdue period and shall accrue at such a rate after as well as before any judgement.
- The Price of the Goods shall be due in full to the Company in accordance with these Conditions and the Buyer shall not be entitled to exercise any set-off lien or any other similar right or claim.
- The Buyer agrees to pay for any loss or extra cost incurred by the Company through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer its servants agents or employees.
- Notwithstanding delivery of goods/services, the Company will still own them until the Buyer has paid for them in full in accordance with this contract. However, Intellectual Property Rights in any document matter will always remain with the author or other legal owner.

### **4. Provision of the Services**

- Any time or date for provision of the Services is intended as an estimate only and unless otherwise agreed in writing time shall not be of the essence of the contract and the Company shall not be under any liability for any delay howsoever caused.

### **5. Consequential Loss**

- The Company shall be under no liability whatever to the Buyer for any indirect loss and / or expense (including loss of profit) suffered by the Buyer howsoever arising and whether in contract or tort except in respect of death or personal injury caused by the Company's negligence. Non-exhaustive illustrations of indirect loss would be:
  - Loss of profits, loss of contracts, damage to the buyers property or property of any other person, personal injury to the Buyer or any other person other than that caused by the Company's negligence.
- The Buyer accepts that it is their responsibility to insure against these risks.

### **6. Buyer's Drawings**

- The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing, bills of quantities or specifications supplied by the Buyer.

### **7. Insolvency of Buyer**

- If the Buyer:
  - Being a company has a petition presented for its winding up or passes a resolution for voluntary winding-up (other than for the purposes of a bona fide amalgamation or reconstruction) or enters into a voluntary arrangement with its creditors or becomes subject to an administration order or has a receiver appointed over all or any of its assets.
  - Being an individual or firm becomes bankrupt or insolvent or enters into a voluntary arrangement with creditors then the Company shall be entitled to treat the contract as being at an end and/or suspend any further deliveries under the contract. If the Services have been provided but not paid for the Price shall become due immediately regardless of any previous agreement to the contrary.

### **8. Limitation of Liability**

- The liability of the Company to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be Limited to and in no circumstances shall exceed the Price of the Goods.

### **9. Representations**

- No statements description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge vary or override in any way any these Conditions.

### **10. Force Majeure**

- The Company shall not be liable for any failure to provide the Services arising from circumstances outside the Company's control. Non-exhaustive illustrations include act of God, war, riots, explosion, abnormal weather conditions, fire, flood, Government action, strikes, lockouts, delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.
- If the Company is prevented from providing the Services in the above circumstances, it shall notify the Buyer of the fact in writing within ten days commencing with the contractual delivery date.
- If the circumstances preventing provision of the Services are still continuing three months from and including the date the Company sends such notice, then either party may give written notice to the other cancelling the contract. Such written notice must be received whilst the circumstances are still continuing.
- If the contract is cancelled in this way the Company shall refund any payment which the Buyer has already made on account of the Price (subject to deduction of any amount which the Company is entitled to claim from the Buyer), but the Company accepts no liability to compensate the Buyer for any further loss or damage caused by the failure to provide the Services.

### **11. Sub-contracting**

- The Company may assign the contract with the Buyer or sub-contract the whole or any part to any person firm or Company.

### **12. Severance**

- Any provision of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be severed from these Conditions able and shall not affect any other provision in these Conditions which shall continue in force.

### **13. Proper Law**

- These Conditions shall be governed construed by and interpreted in accordance with the Law of England.