

## **Terms and Conditions for the Sale of Goods and Services**

### **1. Definitions**

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	The Company registered office; <i>Synectic Design Ltd. 48 Brindley Close Farnworth Bolton. BL4 0AG</i> <b>Trading Address; 20/21b Morris Green Business Park, Bolton BL3 3PE</b>

### **2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### **3. Price**

The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

### **4. Payment and Interest**

- 4.1 Payment of the Price and VAT due shall be due 30 days after the end of the month of the Seller's invoice date.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off counter-claim against invoices submitted by the seller.

The seller reserves the right to refer any invoice outstanding beyond 30 days to Daniel Silverman Ltd. If this route to recover the debt is chosen by the seller a surcharge of 15% plus VAT will be added to any monies due (in addition to those stated charges at para.4.2). The surcharge together with all other charges incurred in the pursuance of the debt will be the responsibility of the customer and will be legally enforceable.

## 5. **Goods**

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order. Due to continuous development of the Synectic product range the published data may vary slightly from the goods shipped.

## 6. **Guarantees**

Products are guaranteed for 12 months from the date of purchase. The Company will, free of charge, repair or, replace Goods the choice of which will be the Company's discretion, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be defective or damaged due to faulty materials, workmanship or design. Software programs are supplied on the strict understanding that the Company does not warrant their function to be free from defects or error.

This obligation will not apply:

- if the defect arises because the buyer has altered or repaired such Goods without the written consent of the Company;
- because the buyer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the buyer has failed to notify the Company of any defect where the defect should have been reasonably apparent on reasonable inspection; or
- if the buyer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.

Any replacement Supplies made or Goods repaired will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies. Any Goods which have been replaced will belong to the Company.

The buyer grants to the Company and its employees, agents and representatives a right to enter onto its premises to effect any repair or replacement. The buyer shall ensure that the Company's employees, agents and representatives are provided with a safe and secure working environment while at its premises and the buyer shall be responsible for isolating any computers or processors requiring repair or replacement from its network and for making backup copies of any information on such computers or processors before the Company's arrival on site.

The Company's sole obligation and liability, should any Supplies prove damaged or defective shall be limited to, at the Company's option, the repair or replacement of the relevant Goods or the re-performance of the relevant Services or the refund of the price paid for the relevant Supplies.

Except as set out in 6(i) below this Condition is the Company's sole obligation and the buyer's sole remedy for defective Supplies and is accepted by the buyer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

### **Exclusion of Liability**

(i) The Company does not exclude its liability to the buyer:

- For breach of the Company's obligations under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- For personal injury or death arising as a result of the Company's negligence;
- Under section 2(3) of the Consumer Protection Act 1987;
- For any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability

## 7. **Delivery of the Goods**

7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

**8. Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods [48 hours] after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within [48 hours] of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

**9. Title and risk**

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

**10. Carriage of Goods**

Carriage will be chargeable on all sales . This will be at cost plus a nominal sum for packaging generally by UK Mail Next Day guaranteed although the choice of carrier *is at the discretion of the seller.*

An indication as to UK Carriage charges as at November 2011

<u>bands up to 1kg</u>	<u>= £6.50</u>
<u>1Kg -2Kg</u>	<u>= £9.50</u>
<u>2kG -10Kg</u>	<u>= £12.50</u>

Timed deliveries and guaranteed Saturday deliveries will be quoted at the time of request.

Variance either up or down will not affect the contract. Overseas varies country to country generally in the range £25-£40 for parcels up to 5Kg