

1. Application of Terms and Conditions

- 1.1. 'We' as the Supplier shall supply and 'you' as the Customer shall purchase the Goods and Services in accordance with the written quotation which shall be subject to these Terms and Conditions; and
- 1.2. The Contract shall be to the exclusion of any other terms and conditions subject to which any such written quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by you

2. Definitions and Interpretation

2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Commencement Date"** means the commencement date for the Contract shall be the Order Date as set out in the Order Acknowledgment
- "Confidential Information"** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- "Contract"** means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
- "Contract Price"** means the price stated in the Order Acknowledgment payable for the Goods and Services;
- "Customer"** means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
- "Delivery Date"** means the date on which the Goods are to be delivered as stipulated in the Order Acknowledgment;
- "Goods"** means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply as set out in the written quotation
- "Intellectual Property"** means any and all patents, patent applications, know-how, trademarks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual rights created, developed, subsisting or used in connection with the Goods and Services and whether in existence at the date hereof or created in the future
- "Month"** means a calendar month;
- "Restricted Information"** means any information relating to this agreement, its terms and subject matter including the goods and services provided which is disclosed to either party (whether orally or in writing and whether such information is expressly stated to be confidential or marked as such) or which is acquired, produced or obtained by either Party during the term of this agreement
- "Order Acknowledgment"** means our acceptance of your offer to pay for the Goods and Services
- "Services"** means the Services to be provided to the Customer as set out in the written quotation
- "Supplier"** means Daletech Electronics Limited, a company registered in England under 02092372 of Regency House Valley Road Pudsey LS28 9EN and includes all employees and agents of Daletech Electronics Limited.
- "Working Day"** means any day other than a Saturday, Sunday or Bank Holiday
- "Written Quotation"** means the details of the goods and services to be provided by us to you and the price we would expect to be offered to be paid for such goods and services. Such details may be provided in more than one document including the Order Acknowledgment

2.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1.1. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.1.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.1.3. "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

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- 2.2.1.4. a Schedule is a schedule to these Terms and Conditions; and
- 2.2.1.5. a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 2.2.1.6. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 2.2.1.7. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.2.1.8. Words imparting the singular number shall include the plural and vice versa.
- 2.2.1.9. References to any gender shall include the other gender.

3. Time

- 3.1.1.1. We will try and complete the order by any date agreed with you , but all dates and times are estimates

4. Charges and Payment

- 4.1.1.1. The price we would expect to be offered to be paid for the supply of Goods and Services is set out in our written quotation which will be issued to you prior to any work commencing.
- 4.1.1.2. We will send invoices for any charges to the address notified by you to us
- 4.2. The price of the Goods and Services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 4.3. As part of our credit management procedures we may at any time:
 - 4.3.1.1. Require you to pay a deposit or pay a pro-forma invoice before any work is undertaken
 - 4.3.1.2. Carry out a credit check of you. You agree to provide us with any information that we reasonably require for this
- 4.4. Payment is due on the date specified in the invoice. Should no date be shown the due date shall be payable no later than 30 days from the date of the relevant invoice
- 4.5. The time stipulated for payment shall be of the essence of the Contract
- 4.6. Failure to pay within the period specified in 4.5 shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge daily interest at a per annum rate equal to 8% above the base lending rate of Lloyds Bank plc compounded daily for the period beginning on the date of the invoice and ending on the date of payment

5. Risk

- 5.1. Where the Order includes delivery or installation, risk passes to you on delivery at which time you will be liable to insure the Goods
- 5.2. Should you delay delivery for any reason risk will pass to you at the date and time delivery was notified to you as due to take place
- 5.3. Where the Order does not include delivery or installation risk passes to you when you take possession of the Goods

6. Ownership

- 6.1. Ownership of the Goods (except for the Intellectual Property Rights) will pass to you on payment in full of the charges details of which have been provided either in an invoice or pro-forma invoice
- 6.2. Until payment in full:
 - 6.2.1.1. the Goods will appear in your books in our name
 - 6.2.1.2. in the event of Bankruptcy or threatened seizure of the Goods you will immediately notify us and we may take action to repossess the goods. You will also notify interested third parties of our ownership of the goods

7. Intellectual Property

- 7.1. All Intellectual Property whether pre-existing or created by you or us during or arising from the performance of the Contract will remain the absolute property of that party or its licensors
- 7.2. If Software is provided to enable you to use the Goods, we grant you a non-exclusive and non-transferable licence to use the software in the object code formed solely as necessary for your own use of the goods and solely in accordance with the Contract and the applicable documentation
- 7.3. If you are supplied with Software licensed by third parties who require you to accept terms of use, you must keep to those terms.
- 7.4. Except as permitted by applicable law or as expressly permitted under the Contract you agree not to copy, de-compile or modify any Software or knowingly permit anyone else to do so

- 7.5. Should at any time you require us to assist in the submission of any application or proceeding to protect your rights in any Intellectual Property we may charge for our time

8. Guarantee

- 8.1. If, for 12 months (or any other period notified to you by us in writing) from acceptance of the Goods, we are notified of a fault in the Goods which is due to faulty design, manufacture or materials, or the negligence of us, we will where necessary by arrangement with you, replace or (at its option) repair the faulty part free of charge provided that
- 8.1.1.1. the Goods have been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any, and has not been modified except with our written consent;
 - 8.1.1.2. or the fault is not due to accidental or wilful damage; interference with or maintenance of Goods by persons other us; or
 - 8.1.1.3. the fault is not due to faulty design by you where the Goods have been manufactured to your design
- 8.2. This guarantee does not cover fair wear and tear.
- 8.3. Unless we agree in writing, where the Goods are installed by you, you will normally be required to return faulty Goods to us
- 8.4. If you report a fault and we find there is none or that you have caused the fault, we may apply a charge.
- 8.5. Except where you rely on our written advice, it is your responsibility to satisfy itself as to the suitability of the goods for your needs.
- 8.6. We do not warrant that the Software supplied under the Contract will be free of all faults or that its use will be uninterrupted, but we will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time

9. Liability

- 9.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 9.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 9.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 9.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement of the item or provide you with a full refund if we have been negligent.
- 9.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from our negligence or that of its employees, agents or sub-contractors

10. Use of Third Party Contractors

- 10.1. We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves.
- 10.2. We will take all reasonable care in selecting and instructing a Third Party Contractor

11. Performance

- 11.1. We will manufacture, design and supply the Goods and Services within a reasonable time as detailed in the written quotation.
- 11.2. If there is any delay due to any cause beyond our reasonable control we will inform you immediately.
- 11.3. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what, if any, work is to be undertaken.
- 11.4. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 11.5. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply.
- 11.6. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out. Such sum shall not be less than 25% of the price as detailed in the Order Acknowledgment

12. Cancellation

- 12.1. We reserve the right to cancel the order if:
 - 12.1.1.1. We do not have enough stock to deliver the goods you have ordered
 - 12.1.1.2. One or more of the components needed to complete your order was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers
- 12.2. If we discontinue the work for the reason stated in clause 12.1, you shall only be required to pay us for the work already carried out. Such sum shall not be less than 25% of the price as detailed in the Order Acknowledgment

13. Complaints and Customer Service

- 13.1. You shall notify us in writing promptly within five working days of any defective goods and the defective goods or parts thereof, are to be returned to us on demand and shall be subject to inspection by us.
- 13.2. Complaints about quantities, weights or packing and mistakes in transportation or expenses shall be made within five working days after delivery
- 13.3. To protect your own interests please read the conditions carefully
- 13.4. If you are unhappy with any aspect of our service, please contact the Managing Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

14. General

- 14.1. The Contract cannot be varied without the written agreement of the parties except we reserve the right to make minor changes to these terms and conditions from time to time.
- 14.2. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
- 14.3. Nothing in these Terms and Conditions is intended to, nor shall it confer any rights on a third party.
- 14.4. These Terms and Conditions contains the entire agreement between us and supersedes any previous agreements, arrangements, undertakings or proposals between us whether oral or written relating to its subject matter
- 14.5. Our employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by us in writing. In entering into the Contract you acknowledge that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed
- 14.6. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier
- 14.7. The order will be deemed to be a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply
- 14.8. These terms and conditions are governed by the law of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales

15. Confidentiality

The Parties agree that neither Party shall at any time (whether during the term of this contract or after its completion) use the Restricted Information otherwise than for the purposes of carrying out the terms of this agreement, or disclose any Restricted Information to any other person without the consent of the other Party

16. Data Protection

- 16.1. The Parties will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract
- 16.2. You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach these terms and conditions your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

17. Quality

- 17.1. The Goods and Services the subject of this agreement will be processed in strict accordance with standard *BS:EN:ISO 9001:2008* unless indicated otherwise on delivery or dispatch notes.
- 17.2. A certificate of conformance with be issued on delivery
- 17.3. Our Quality Manual and Certificate can be inspected by prior appointment
- 17.4. Further details can be obtained by contacting us at the time of ordering