

Terms and Conditions of Sale of Goods

General

All quotations are made and all orders are accepted subject to the following conditions, notwithstanding any statements made to the contrary in Customer's order form or in correspondence and notwithstanding any representation whether written or oral made by or on behalf of the Company.

Orders

The Company reserves the right at any time to refuse to accept orders and cancel any incomplete orders or suspend any delivery, due to circumstances beyond its control. Orders that are cancelled after goods have been picked and packed for despatch will be subject to a re-stocking fee.

(a) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.

(b) If the Company exercises its right to make deliveries/and or services in accordance with subparagraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.

Prices, price lists and quotations

The prices shown in our catalogue and price lists are correct at time of publishing but are subject to alteration without notice and goods will be invoiced at prices ruling at the time of delivery. Quotations are made at current prices and must be accepted within 30 days from the date of quotation otherwise they will be deemed to have been withdrawn. The prices quoted are subject to adjustment on the price invoiced and will be the price ruling at the date of delivery.

Delivery

The delivery period will commence on the receipt by the Company of a written order, or electronic equivalent, accompanied by sufficient information to enable the Company to proceed with the order. The time for delivery is an estimate only and the Company shall not be held liable for any delay in delivery nor any failure to perform its obligations under the terms and conditions of the contract.

Loss and damage in transit

The Company requires written notification of any claims within three days in respect of damaged goods and within seven days in respect of non-delivery.

Payment - credit terms

Payment terms are cash on delivery of goods. Credit is only given under separate agreement and may be withdrawn at the discretion of the Company.

Title

All goods shall remain the property of the Company until payment shall have been received in full by the Company notwithstanding that the delivery date shall have passed or actual delivery shall have taken place. Risk shall pass to the customer on delivery to the Customer. The Company shall be entitled to recover from the Customer any goods for which payment has not been received when due, and may enter upon the premises of the Customer to recover such goods. Where the Customer has purported to re-sell the goods before the property in them has passed to the Customer the proceeds of such purported re-sale shall be held in a separate bank account in trust for the Company in or towards satisfaction of the contract price.

Bank funding, invoice discounting and factoring

Where the Customer uses banking facilities or factoring or an invoice discounting company which involves the selling of debtors or using debtors as security, the customer must notify the factoring or invoice discounting company of the Company's interest in the goods and specifically that title in the goods has not passed until the invoice has been paid in full.

Defective goods

The liability of the Company is limited to the repair or replacement of defective goods at the discretion of the Company, or as described in the product warranty. The Company may, at its discretion, collect defective goods for inspection, in which case the Company will arrange transport of the defective goods. The customer must package returns with sufficient protective packaging to prevent damage in transit. Goods returned without sufficient packaging will not be credited or replaced.

Quality of products

Everything Imaging Ltd takes every care to ensure that the goods supplied to you are of the highest quality. Everything Imaging Ltd takes no responsibility for damage to hardware or software systems caused by delivery of goods or services supplied in good faith, which are then found to be faulty.