

Fuss-IT Limited TERMS AND CONDITIONS OF BUSINESS

Glossary:

Fuss-IT Limited

Fuss-IT Limited registered in England and Wales with company number 7636552 and having its registered office at Unit D6A, Braintree Industrial Estate, Braintree Road, Ruislip, Middlesex, HA4 0EJ

Goods

The products offered by Fuss-IT.

Purchase Order

A purchase order submitted by the Customer to Fuss IT to order goods in the form of Fuss IT standard order form.

Working Day

A day other than a Saturday, Sunday or a Public Holiday in the United Kingdom.

Customer

The person, firm or company purchasing or agreeing to purchase goods or services from Fuss IT.

These Conditions

The terms and conditions of sale set out here in.

1. These Conditions

a) Agreements by which Fuss IT agrees to supply goods to the Customer shall be subject only to these Conditions notwithstanding any variation or attempted variation of these Conditions made by the Customer in its order form or otherwise and save as provided by Clause 1c. of these conditions the making of an order by the Customer for the goods supplied by Fuss IT shall for all purposes be deemed to be of acceptance by the customer of these Conditions to the exclusion of any other terms and conditions. Any brochure in which these conditions are incorporated shall constitute an invitation to treat by Fuss IT and any order placed by the Customer shall constitute an offer for goods incorporating these Conditions made by the Customer which Fuss IT in its discretion accept in writing or by telephone, fax or E-mail. No cancellation of an order by the customer shall be valid unless made in writing and accepted in writing by Fuss IT.

b) No variation of these Conditions is permitted unless expressly accepted in writing by a Member of the Board of Fuss IT.

2. The Goods

Subject to the warranty contained in Clause 6a, all descriptions, drawings and particulars relating to the goods in any catalogues, leaflets, brochures or other documents are for illustrative purposes only and do not form part of the agreement between Fuss IT and its Customer. All representations as to performance of the goods are based on information supplied by the manufacturer of the goods and relate to the performance in normal conditions and when used correctly.

3. Delivery and Risk

a) Unless otherwise expressly agreed, the cost price shown in the current price list of Fuss IT is exclusive of value added tax and the cost of packing and carriage will be charged at Fuss IT's normal rates.

b) The time for delivery of the goods is not of the essence. The agreed dates for delivery are estimates only and a failure by Fuss IT to comply with them shall not be a breach of these conditions.

c) The goods shall be at the customer's risk at the time of delivery, or, if the Customer has requested that he has arranged the collection of the goods, at his risk on the date that Fuss IT has notified the Customer that the goods are ready for collection.

d) The Customer is required to inspect the goods on receipt and to notify Fuss IT of any defects within 3 days.

e) If any payments due to Fuss IT are overdue for 30 days (unless previously agreed) or if the Customer ceases to trade or enters into any arrangement with its creditors or shall become insolvent or has a receiver or administrative receiver appointed or a petition is presented or a resolution passed for the winding up of the Customer (if the Customer is a company) other than for the purpose of a solvent reconstruction or amalgamation previously notified to Fuss IT, the Customer shall then be deemed to have repudiated any agreements it may then have with Fuss IT who shall be entitled (without prejudice to any other rights or remedies available to it) to stop any goods in transit and to cancel any further deliveries.

4. Property in the Goods

a) Notwithstanding risk in the goods passes to the Customer in accordance with Clause 3c of these Conditions

the goods shall remain the sole and absolute property of Fuss IT and title to and legal and equitable ownership of the goods shall not pass to the Customer until payment is received by Fuss IT of all monies due from the Customer to Fuss IT in respect of all goods supplied by Fuss IT to the Customer and the Customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary for Fuss IT.

b) The Customer is licensed by Fuss IT to use or agree to sell the goods provided that the entire proceeds or any sale of such goods are held in trust for Fuss IT and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as Fuss IT's money.

c) Until title of the goods passes to the Customer the goods shall be kept separate and distinct from all other property of the Customer and of third parties and in good condition and stored in such a way as to be clearly identifiable as belonging to Fuss IT and the Customer will not cause or permit or suffer any labels, badges, serial numbers, or any other means of identification of the goods to be removed or obscured.

d) Fuss IT may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

5. Prices and Payments

a) Unless otherwise expressly agreed, the price is payable on delivery of the goods with invoice.

b) Time for payment is of the essence and if payment is not made within 30 days (or other previously agreed period) from the date of the invoice. Fuss IT may require the Customer to pay 2.5 % interest per month from the date of invoice compounded monthly until payment is received in full.

c) If payment should not be made in 30 days (or a previously agreed period) Fuss IT will be entitled to charge (in addition to interest and any legal costs ordered by the Court and without prejudice to any other rights or remedies available to Fuss IT) the sum of £100 plus VAT by way of liquidated damages and as a contribution to the administrative costs incurred by Fuss IT in taking steps to secure payment.

d) Unless otherwise stated, all payments are to be made to Fuss IT's address as stated on the Invoice.

e) The price may be increased by Fuss IT at its discretion, to take account of fluctuations in exchange rates or increases in the cost of the goods be it to taxes, rates of carriage or otherwise.

f) The price shall be payable without any deduction or set-off.

g) Cheques not honoured (returned) will incur £10 minimum charge.

6. Warranty and Liability

a) Fuss IT undertakes to credit the account of the Customer (if any) or to remedy free of charge by repair or replacement any defects in the goods covered under the manufacturers guarantee provided that the customer arranges for the prompt return to Fuss IT of the defective goods at the Customers risk and expense. Fuss IT reserve the choice of repair/replacement or credit. Credit notes issued by Fuss IT are not redeemable for cash.

b) Save as herein specifically provided and save to the extent that the same cannot by statute be excluded all conditions and warranties or representations express or implied statutory or otherwise in relation to the goods are hereby excluded. Nothing in this clause 6b of these conditions shall exclude the undertakings implied by section 12 of the Sale of Goods Act 1979.

c) Fuss IT shall not be liable for any financial consequential, indirect or direct loss suffered by the Customer or any third party whether such loss arises from a breach of a duty in contract or tort in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, damage to the property of the Customer or anyone else.

d) To be valid any claim against Fuss IT whether in contract or in tort must be brought within 6 months of the date of invoice and any such claim shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods in respect of which the claim is made.

7. Returns Policy

a) Fuss IT admit no liability or responsibility for returned goods which are returned without a valid Returns Authorisation Number, issued by Fuss IT's returns department.

b) Goods are not sold on a 'sale or return' basis.

c) Credit Notes issued by Fuss IT are not redeemable for cash.

8. Force Majeure

Fuss IT shall not be liable to the Customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation, strikes, lock-outs, industrial disputes, or any other person, firm or company, delays caused by any manufacturer of the goods, riots, civil disturbances, war or warlike activity, embargoes, fire, explosion, flood or natural causes) and in such event Fuss IT may elect by written notice to cancel any agreement with the customer or elect that the time for performance shall be extended until such time as Fuss IT can reasonably effect performance.

9. Waiver

If the Customer shall be in breach of any of these Conditions then failure by Fuss IT to require the Customer to rectify the same shall not create any assumption that such a breach has been waived by Fuss IT.

10. Notices

All demands, notices and other communications shall be in writing and addressed to Fuss IT at its address shown in invoices delivered by it and to the Customer at the address given by it for the delivery of invoices (or as subsequently notified by one or the other in writing) and shall be deemed to be duly given or made by letter 48 hours after being posted by first class postage pre-paid or if delivered by hand at the time of delivery or if given or made by fax or E-mail when the sender shall receive the answer back of the person to whom it was sent.

11. Law and Jurisdiction

These terms and conditions are governed by and shall be construed in accordance with English law and the Customer and Fuss IT irrevocably submit to the exclusive jurisdiction of the English courts.