

STANDARD TERMS AND CONDITIONS OF SALE

1. In these terms and conditions, the following words and expressions shall have the following meanings:
"the Supplier" means Copytech Group Services Limited
"the Buyer" means the person, firm, company or other organisation that has agreed to purchase Goods and/or Services from the Supplier
"Contract" means a contract for the sale and purchase of Goods and/or Services between the Supplier and the Buyer
2. These Conditions shall govern each Contract to the exclusion of any conditions of the Buyer (including any terms or conditions which the Buyer purports to incorporate through any purchase order, confirmation of order, specification, or other document) except to the extent that additional or alternative conditions are agreed or stated in writing by the Supplier to apply. These Conditions may not be varied or waived except with the express written agreement of the Supplier. The failure of the Supplier to enforce its rights under a Contract at any time for any period of time shall not be construed as a waiver of any such rights.
3. All descriptive matter, specifications, drawings and advertising material issued by the Supplier or contained on the Supplier's website are issued for the sole purpose of giving an approximate idea of the Goods or Services described within the Contract. They will not form part of the Contract, nor will any representation made orally or in writing by an employee or agent of the Supplier.
4. A Contract shall be formed when an order received from the Buyer is accepted in writing by the Supplier or, if earlier, on the acceptance by the Buyer, without amendment, of any valid quotation issued by the Supplier. Acceptance in writing by the Supplier is deemed to be made by the issue of an order acknowledgement or in the event that no order acknowledgement is issued by the issue of an invoice.
5. The price of the Goods and/or Services will be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the Supplier's list price on the date of delivery inclusive of any duties but exclusive of value added or other taxes except where stated otherwise. All quotations issued by the Supplier for the supply of Goods and/or Services shall remain valid and open for acceptance for the lesser of 30 days or such other period as may be stated in the quotation.
6. Payment shall be made by cleared funds at or before the time for delivery of the goods. In the event that a credit account is granted by the supplier standard terms of settlement shall be net monthly, that is to say payment is due on the last day of the month following the one in which the invoice is dated. In the case of delayed payment the Supplier reserves the right to claim statutory interest at 8% above the Bank of England Base Rate at the date the debt becomes overdue, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
7. The Supplier shall use its reasonable endeavours to comply with the Buyers requirements as to delivery but any time or date for delivery agreed by the Supplier is an estimate only and the Supplier shall not be liable for the consequences of any delay. Nevertheless where a period is named for delivery and such period is not extended by mutual consent, the Buyer shall take delivery within that period. Deliveries made at the Buyers request outside normal working hours may be subject at the Supplier's discretion to an additional charge. The Buyer shall provide a suitable location for the goods and the facilities required to effect access to that location by standard delivery methods and without specialist equipment. Any extra cost incurred by the supplier in providing specialist delivery may be passed on to the Buyer.
8. Where the goods supplied comprise equipment hardware or computer peripherals ("equipment") any undertaking by the Supplier or the Supplier's agents, whether written or verbal, to service or maintain the equipment supplied to the Buyer can, at the discretion of the Supplier be broken or varied in the event that the Buyer acquires by purchase or any other means parts or consumables for the equipment from any source other than the Supplier except with the written permission of the Supplier.
9. Any complaint or claim on the part of the Buyer which alleges a defect or defects in the goods supplied shall be made in writing within 30 days of the time of delivery of the goods in respect of which complaint is made. In making such complaint the Buyer shall state in writing the precise reasons for the complaint and shall accord to the Supplier every facility which the Supplier may reasonably require to check the substance of the complaint including if necessary inspections tests and assessments in situ at the Buyer's premises and investigation and advice on remedial action. If goods are acknowledged by the Supplier as being damaged or defective and the requirements of this clause have been complied with on the part of the Buyer, the Supplier shall if practicable

repair or replace the goods with goods as previously ordered but such shall be the limit of the Supplier's liability. Such damage or defect in the goods shall not be a ground for cancellation of the remainder of an order or contract.

10. Any complaint or claim on the part of the Buyer alleging shortage on delivery or damage in transit (where transit is at the Supplier's risk) shall be notified in writing within 2 days of receipt of the delivery in respect of which complaint is made. Any complaint or claim by the Buyer alleging non-delivery shall be notified in writing within 7 days of the date of invoice. Failure on the part of the Buyer to notify the Supplier in accordance with this condition shall render the Supplier free from liability.
11. Subject to the right of consumers to return goods for refund under the Consumer Protection (Distance Selling) Regulations 2000, the Supplier does not sell products on a trial basis. It is the responsibility of the purchaser to check the suitability and specification of products before placing orders.
12. In the event of the Supplier agreeing to accept the return for credit of unwanted products at its discretion (unless under the Consumer Protection (Distance Selling) Regulations 2000), these must be returned with the Supplier's written agreement within 7 days of date of delivery. The goods must be unopened and in perfect resalable condition. Goods returned in these circumstances will be subject to a restocking fee of 30% of the sales value of the goods, or £30.00, whichever is the greater. In the instance of goods specifically configured to a Buyer's order and/or set up or assembled prior to delivery there is no provision for return of the goods.
13. All goods accepted for return should be returned under the Supplier's Return for Material Authorisation (RMA) Number, which will be issued by the Supplier's Buyer support staff on request. No goods can be accepted for return without this number and the number should be clearly marked on the outer packaging, carton or container in which goods are returned (This should not be the retail packaging of the goods) Failure to follow this procedure may result in delays and additional costs.
14. Proof of postage is not proof of delivery; Buyers are advised that goods returned should be sent via either recorded delivery, registered post or by courier, with sufficient insurance to cover the replacement value of the goods.
15. In respect of any order cancelled by the Buyer prior to delivery or where delivery of goods is frustrated by the Buyer the supplier reserves the right to make cancellation charges. The delivery will be deemed to have been frustrated by the Buyer where the supplier notifies the Buyer that the goods are available for delivery but the Buyer does not allow delivery of the goods within 30 days of the notification. Where goods have been ordered to Buyer's individual requirements, the Supplier reserves the right to claim damages.
16. All warranties will be rendered inapplicable if goods have been interfered with, altered or damaged in any way by the Buyer or its agents, or if goods have not been used in accordance with manufacturer's instructions.
17. Where there is an applicable manufacturer's warranty, Buyers must adhere to the manufacturer's instructions and procedures where possible, to resolve warranty issues as quickly as possible. The manufacturer will deal directly with any return of goods under these procedures. In this instance, the Supplier will provide direct contact details. This does not affect your statutory rights if you are a consumer.
18. Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Buyer and the entire liability of the Supplier under or in connection with the Contract shall not exceed the price of the goods and/or services, except as expressly provided in these Conditions. Further the Buyer shall indemnify the Supplier against any claim for such damages or loss made against the Supplier by a third party
19. The Supplier and the Buyer expressly agree that until the Supplier has been paid in full for the goods comprised in this or any other sale contract between them the goods comprised in this contract remain the property of the seller, although the risk therein passes to the Buyer on delivery.
20. Save in the event of a Company reconstruction or amalgamation the Buyer shall not assign the contract or any part of it or benefit flowing from it without the written consent of the Supplier. If the Buyer shall commit any act of

bankruptcy, or if any distress or execution shall be levied upon the Buyer's property or assets, or if any receiving order shall be made against the Buyer, or if the Buyer shall make or offer to make any arrangements or composition with Creditors, or if (being a Company) the Buyer shall commence to be wound up (otherwise than for the purpose of reconstruction or amalgamation) or shall carry on its business under a Receiver or for the benefit of its creditors or any of them, the Supplier shall be at liberty (a) to terminate the contract forthwith by notice in writing to the Buyer or to the Buyer's Receiver or Liquidator or other person the option of carrying out the contract, subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

21. If any of these Conditions (or part of any of these Conditions) is void or unenforceable, (including any provision in which the Seller excludes its liability to the Buyer), the enforceability of the remaining Conditions (or remaining part of any Condition) will not be affected.
22. The Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.