



## Definitions

In these Terms and Conditions 'the Company' shall mean Videoswitch Ltd and 'the Customer' shall mean the Company or individual to whom goods are sold. Any of the terms and provisions of the Customer's order which are inconsistent with these terms and conditions or are not expressly contained herein shall not be part of the Contract between the Customer and the Company and shall not be binding on the Company.

## General

These conditions shall apply to all orders accepted by the Company and shall prevail over any conditions contained in the Customer's Purchase Order or in correspondence or elsewhere unless agreed by the Company in writing. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the other provisions and the remainder of the provision in question shall not be affected thereby.

## Prices and Quotations

All goods sold and works carried out are subject to prices and discounts ruling at the date of despatch and unless otherwise previously withdrawn the Company's quotation expires 30 days after the date thereof. All prices quoted are exclusive of Value Added Tax and may also be adjusted for any other Tax or Duty due thereon.

## Divisibility Clause

Orders for multiple items are treated as a divisible contract. Each delivery made shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other installment.

## Delivery and Acceptance

Standard carriage and packing charges at rates current at the time of despatch and dependent on the method of despatch and weight are applied. Additional charges will be made for special and overseas deliveries. The Company accepts no responsibility for failure to deliver within any period. The Company reserves the right to despatch in more than one consignment at its discretion. All goods will be deemed to have been accepted by the Customer complete, in a satisfactory condition and fully in terms with the contract unless the Customer notifies the Company to the contrary within 72 hours of the despatch.

## Payment

All accounts are payable by the last day of the month following the month of invoice. The Company reserves the right to charge interest at 2% per month on all overdue accounts with a minimum charge of £5. The company reserves the right to suspend all deliveries and service where payment is not received in accordance with this clause. The Customer is liable for any costs incurred in the recovery of an outstanding account.

## Title

The Company retains all right and title to any goods delivered to the Customer or any carrier or agent acting on his behalf until the time of receipt by the Company of all sums payable in respect thereof.

## Warranty

The Company shall repair free of charge or replace at its discretion parts of any goods manufactured by it which fail within the warranty period from the date of despatch solely due to defects shown to the Company's reasonable satisfaction to be as a result of faulty materials or bad workmanship. Such defective parts must be returned to the Company's factory carriage paid. The warranty period is currently 2 years unless stated otherwise in writing at the time of purchase. A Goods Return Number shall be obtained from the Company prior to returning any goods for repair. The packaging of the returned goods shall be externally identified with this Goods Return Number. Goods shall be returned in original packaging. Please refer to separate Returns Procedure.

## Limitation and Exclusion of Liability

Subject as expressly provided in these Terms and Conditions, the Company excludes all warranties, conditions, or other terms implied by statute or common law to the fullest extent permitted by law.

Except in respect of death or personal injury caused by its negligence, the Company shall not be liable to the customer by reason of any representation or implied warranty, condition or other term, or any duty of common law or under the express terms of the contract, or for any consequential loss or damage, costs, expenses, or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the goods or their use except as expressly provided in these conditions. No liability can be accepted for any failure of goods to perform according to any performance figures given. The warranty is given subject to the following:

\* Any claim by the Customer which is based on any defect in the goods shall be notified to the Company within 7 days from the discovery of the defect. If the customer does not so notify the Company, the Company shall have no liability for such defect.

\* The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.

\* The Company shall be under no liability under the above warranty (or other warranty, condition or guarantee) if the total price for the goods has not been paid by due date for payment the above warranty does not extend to parts, material or equipment not manufactured by the Company, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

## Risk

Risk of damage to or loss of the goods shall pass to the customer at the time of delivery into the possession of the customer or his agent or, if the customer wrongfully fails to take delivery of the goods at the time when the Company has tendered delivery of the goods.

## Cancellation

No cancellation, suspension or variation of an order shall be valid unless agreed by the Company in writing and such agreement will only be given on terms which compensate the Company in respect of any losses arising as a result of such cancellation.

## Data Protection Act 1998

We may transfer information about you to our financiers, who may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of the group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes

## Interpretation

These conditions and contract shall be subject to and construed in accordance to English law.