

Terms and Conditions of Trading

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the Goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the Goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller; and
- 1.5 'Seller' means RISCO Group UK Limited.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods, software or services (the "Goods") by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Verbal orders are accepted only at the Buyer's risk and the Seller's interpretation of any verbal instructions will be considered and agreed by the Buyer to be correct and valid.
- 2.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price.
- 3.2 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.3 Payment of the Price and VAT shall be due on the date stipulated by the Seller. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. We reserve the right to refer any invoice which is not paid by the due date to our nominated debt collectors. By accepting our terms of credit you agree to be responsible for all collection costs, court fees and any of our legal costs. All these additional costs will become your responsibility and will be legally enforceable.

4 The Goods

- 4.1 The quantity and description of the Goods shall be as set out in the Seller's quotation.
- 4.2 The Goods are subject to a continuing process of development and the Goods may not comply in all respects with the technical specifications set out in the Seller's catalogues or elsewhere, or be identical in all respects with Goods of the same type previously supplied.
- 4.3 The Seller reserves the right to make unilaterally and without prior reference to the buyer any reasonable change to any specification of the Goods prior to despatch.

5 Warranties and liability

- 5.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)), all terms, conditions, warranties and representations (whether implied or made expressly) whether by the Seller its servants or agents or otherwise (other than those express warranties set out in the current edition of the Seller's specification) relating to the quality and/or fitness for the purpose of the Goods or any of the Goods are excluded to the fullest extent permitted by law.
- 5.2 If the Buyer is able to show within the prescribed warranty period for the Goods that there is a substantial material defect in the Goods then the Seller will at its sole option as soon as is reasonably practicable repair or replace faulty Goods or refund to the Buyer the purchase price paid for those Goods PROVIDED THAT:
 - (i) the Buyer informs the Seller within 3 days after the defect was discovered and then proceeds as instructed by the Supplier, including the prompt return, at the Buyer's expense of any Goods claimed faulty;
 - (ii) the defect existed in the Goods at the time of delivery of the Goods or arose from faulty materials or workmanship, was not reasonably discoverable upon inspection at the time of receipt, and did not result from any modification or alteration of the Goods by the Buyer, or from normal deterioration, or from improper or faulty connection, installation, handling, storage or use of the Goods by the Buyer, or failure of the Buyer to comply with any instructions provided by the Seller;
 - (iii) any trade marks or labels on the Goods have not been removed or mutilated.
 - (iv) the Seller is satisfied that the Buyer purchased the Goods from the Seller.
- 5.3 Replacement parts for the Goods may be purchased by the Buyer direct from the Seller but the Seller does not warrant that these will be compatible with other Goods purchased from the Seller either alone or as part of a system for any period longer than the prescribed warranty period for the Goods.

6 Delivery of the Goods

- 6.1 The Seller will use its reasonable endeavours to deliver Goods to the Buyer's address by the agreed Delivery Date or if no date is stated, within a reasonable time
- 6.2 The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer.
- 6.3 The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.4 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 6.5 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 7.3 Notwithstanding the Sale of Goods Act 1979 Section 35A (1), acceptance of some of the Goods by the Buyer, whether conforming to the contract or not, shall deprive the Buyer of the right to reject the rest of the Goods, whether they conform to the contract or not.
- 7.4 The Buyer must notify to the Seller any loss or damage to the Goods within 24 hours of receipt and the Goods shall be held for inspection to enable a claim to be made on the carrier.
- 7.5 The Buyer shall immediately notify the Seller if the Goods are not received within 2 days of the date of the invoice.
- 7.6 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

8 Return of the Goods

- 8.1 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller in accordance with the Seller's returns authorisation procedure and on terms to be determined at the absolute discretion of the Seller.
- 8.2 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of £12.50. Such Goods must be returned by the Buyer carriage-paid to the Seller in their original shipping carton.

Important - Please read

- 8.3 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

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9 Title and risk

- 9.1 Risk in the Goods shall pass to the Buyer on delivery to the Buyer or its agent, representative or carrier.
9.2 Following delivery, the goods shall remain the sole and absolute property of the Seller until all debts owed by the buyer to the company (whether part-paid, secured or otherwise) are settled.
9.3 Until title to any Goods has passed, the Buyer holds those Goods as bailee for the Seller.
9.4 In the event that any payment for all or any Goods is overdue or is likely to be unpaid, the Buyer shall re-deliver those Goods on demand and authorises the Seller to enter any premises to remove those Goods.

10. Intellectual property

- 10.1 The specifications and designs of the Goods (including all patents, copyright, design right or other intellectual property in them, whether registered or unregistered, in any part of the world) shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller or to the order of the Buyer then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
10.2 in no case may any trade mark other than those applied by the Seller be marked on or applied in relation to the Goods.
10.3 No right or licence is granted under this contract of sale to the Buyer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or resell the Goods.
10.4 The Seller does not warrant that the import, export, advertisement, or sale of the Goods will not infringe the intellectual property rights of any third party, and shall have no liability to the Buyer in such case.

11. Exclusion of seller's liability for indirect loss

The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.

12. General limitation of seller's liability

In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

13. Notices

- 13.1 Any notice under or in connection with this contract of sale shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the party set out in this contract or at or to such other address as may be subsequently notified by one party to the other.
13.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
13.2.1 if delivered personally when left at the last known address of the addressee;
13.2.2 if sent by recorded delivery 3 days after posting; and
13.2.3 if sent by e-mail, when received.

14. Insolvency or other default of buyer

If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

- 14.1 suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or
14.2 exercise any of its rights pursuant to clause 9.

15. Set-off and counterclaim: seller's clause

The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

16. Third party rights

The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.

17. Force majeure

- 17.1 Save for the Buyer's obligation of payment under clause 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event').
17.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

18. Seller's cancellation clause

The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

19. Waste Electrical and Electronic Equipment Regulations 2006 (WEEE)

The Seller is a producer for the purposes of the WEEE. The Seller's Producer Registration Number is WEE/HF0053TQ. It will, from 1st July 2007 provide a business to business take back scheme on a one for one basis for similar products where a Buyer purchases Goods to replace those removed from a non-domestic environment subject to acceptance by the Seller. This facility is subject to terms and conditions which may vary from time to time a copy of which will be available upon request.

20. Law

These conditions and this contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Important - Please read