

Conditions of Sale

Application of these Terms and Conditions

In these Conditions of Sale:

1 'The Company' means Net Lynk Direct Ltd, 'the Buyer' means the person, firm or company ordering or buying (and associated services where applicable) the Goods from the Company; 'The Goods' means the goods, the subject matter of the relevant order or contract for sale.

2.1 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.

2.2 No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. The Company may accept the Buyer's order by formal order acknowledgement or by despatch of the Goods to the Buyer (whichever is earlier).

2.3 The Buyer shall be solely responsible for the accuracy of the Buyer's orders.

2.4 The Buyer can only cancel an order (or any part of an order), which the Company has already accepted, with the Company's prior agreement in writing via email.

2.5 The contract between the Company and the Buyer for the sale and purchase of Goods shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.6 No conditions or terms stipulated in any other communication or document shall vary any of those conditions except insofar as the same are expressly consented to in writing by the Company.

2.7 The Company retains title in all Goods supplied until all debts howsoever arising and owed by the Buyer to the Company have been settled in full.

Despatch

3.1 Should expedited delivery be agreed an extra amount may be charged to cover any overtime or any other additional costs involved. This will be agreed prior to shipment.

3.2 Should work be suspended at the request of, or delayed through any default, of the Buyer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

3.3 Goods are deemed delivered when despatched.

Credit Policy and Payment Information

4.1 If you do not have a credit account open with us, please ask for a credit application form. Accounts usually take 10 days to set up, but this period can be reduced if this is specifically requested. Our Credit Controllers will be pleased to assist with any problems related to credit. We are pleased to offer credit terms to qualified parties.

4.2 Our credit terms, where applicable, are 30 days' net from date of invoice. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due.

4.3 Accounts with overdue balances will be placed on credit hold. This means that no further Goods will be shipped and all support and repair/warranty services withdrawn until the account is brought into order. Repeated failure to keep to our credit terms will result in the permanent loss of credit facility.

4.4 If the Buyer fails to pay the Company any sum due pursuant to the contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the Bank of England base rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment.

4.5 The Buyer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

Shortages, or Damage in Transit

5.1 The Buyer shall examine the Goods immediately upon receipt. The Company shall have no liability in respect of claims; shortages, picking errors or damage in transit unless the Buyer notifies the Company's Customer Services department by telephone on 0844 3711 013, followed by written notice within 5 working days after delivery. In any event, the Buyer shall have no liability in respect of claims in respect of shortages or damages in transit if the Buyer or its representative has signed for the Goods as being received in good condition.

5.2 Any liability of the Company for shortages or picking errors or damage in transit shall be limited to, replacing the missing, wrongly picked or damaged Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. The Buyer shall return Goods to the Company, promptly and in accordance with the Company's returns policy, any Goods that have been incorrectly delivered.

Non-Delivery

6.1 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer notifies the Company's Customer Services department by telephone on 0844 3711 013, followed by written notice to the Company of the non-delivery within 5 working days of the date when the Goods would in the ordinary course of events have been received.

6.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

Late Delivery

7 Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

Liability for Defective Products

8 The Company's liability (in contract, tort (including negligence), misrepresentation or otherwise) in respect of defects in the Goods shall be limited to the replacement or repair of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or other such compensatory measures as the Company at its discretion considers appropriate in the circumstances, and shall be conditional upon the Buyer complying with the conditions of the manufacturer's warranty (where applicable). Such measures shall relate only to the actual faulty items or their value. Any items deemed as faulty must be returned to the Company within 14 days for defective testing.

8.1 The Company shall not in any circumstances be under any liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any contract between the Company and the Buyer for the sale and purchase of Goods, PROVIDED that these conditions do not exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury arising from its negligence.

Return of Goods

9.1 The Company will not accept any returns unless they are notified to the Company within 14 days of the date of delivery and returned within 14 days of the date of issue of the Returns Authorisation Number. The notification shall include the reason for the return, e.g. whether the Goods are defective or have been wrongly picked. The Buyer has no right to return Goods which have been delivered in accordance with the contract.

9.2 GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION (SUBJECT ONLY TO ANY DEFECTS WHICH HAVE BEEN NOTIFIED TO THE COMPANY). ANY GOODS NOT MEETING THESE CRITERIA MAY, AT OUR DISCRETION, BE REFUSED AND RETURNED TO THE BUYER AND/OR A HANDLING CHARGE (EQUAL TO A MINIMUM OF 15% OF THE ORDER VALUE OF THE GOODS INVOLVED) WILL BE LEVIED TO THE BUYER'S ACCOUNT TO COVER THE ADDITIONAL COSTS INVOLVED (SUCH AS, WITHOUT LIMITATION, REPACKAGING COSTS AND/OR THE CARRIAGE AND ASSOCIATED COSTS OF RETURNING THE GOODS TO THE BUYER). IN ADDITION, THE BUYER WILL BE CHARGED FOR ANY DAMAGE CAUSED TO THE GOODS WHILST THEY WERE IN THE BUYER'S CUSTODY OR CONTROL.

9.3 If, upon examination by the Company or the manufacturer, the returned Goods are found not to be defective, the Company reserves the right to return the Goods to the Buyer and to charge the Buyer a handling fee equal to a minimum of 15% of the order value of the relevant Goods. IN ADDITION, THE BUYER SHALL BE DEEMED TO HAVE PURCHASED THE REPLACEMENT GOODS ON THESE TERMS AND CONDITIONS AND THE COMPANY SHALL BE ENTITLED TO INVOICE THE BUYER FOR THE REPLACEMENT GOODS.

10 The Company shall not be responsible for the loss in transit of any Goods where the Buyer makes its own arrangements to return the Goods to us.

11 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between the Company and the Buyer for the sale and purchase of Goods.

Retention of Title

12 Goods sold by the Company to the Buyer remain the property of the Company until they are paid for in full.

The Company's Remedies

13 The Company may withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting therefrom if the Buyer:

13.1 fails to make payment on the due date under any contract with the Company, or

13.2 suffers any of the circumstances set out in condition 10

13.3 is in breach of any of the terms and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights).

The exercise of rights under this condition 13 shall be without prejudice to the Company's other rights or remedies.