

Mason Information Technologies Limited

General Terms and Conditions

1. PROPER LAW

All disputes arising out of or in connection with this Contract shall be determined and governed by English law and shall only be enforceable in the Courts of England.

2. CANCELLATION

Subject to the Goods being available, and to the Buyer notifying us of its acceptance, this is a legally binding Contract. No Contract can be cancelled, altered or delayed by the Buyer, unless we in our absolute discretion agree. Any such cancellation, alteration or delay without agreement could render the Buyer liable in damages

3. QUOTATIONS

Unless otherwise stated by us in writing all quotations submitted are valid for 30 days but orders shall not be binding whenever placed unless and until we accept them in writing.

4. PRICE

Whilst every effort will be made to effect deliveries at the quoted price, prices are subject to alteration and the price ruling on the date of dispatch will be substituted for the price quoted. Any Value Added Tax, Customs levy, Import Tax or other duty or tax will be additional, assessed at the date of dispatch.

5. PAYMENT

All sums due under these Conditions shall (unless agreed by us in writing) be paid to us no later than 7 days from the date of invoice. Interest at 4% over National Westminster Bank PLC Base Rate will be charged on overdue invoices starting from the date of the invoice. We shall be entitled to cease work on our obligations under the Contract if payments due to us are not made on or before the due date for payment. Our quotation will normally specify the stages at which payments are due. Unless otherwise stated in any quotation 40% of the price will be due on confirmed order and 30% on delivery of equipment to the Buyer's premises. The remaining 30% shall be invoiced on installation date and 30 days credit from that invoice date shall be permitted. Unless otherwise specifically agreed in writing the price shall be payable in pounds sterling.

6. FORCE MAJEURE

We have the right to delay or cancel delivery if we are prevented from or hindered in or delayed in manufacturing or delivering by usual methods the Goods through any circumstance beyond our control, including but not limited to strikes or other industrial strife (whether at our works or at our suppliers, carriers or docks) accidents, war, fire, reductions in or unavailability of power at our works or those of our suppliers, breakdown of manufacturing or other equipment or unavailability of raw material or other equipment from our usual suppliers. [In the event of such delay occurring the Buyer may give us 14 days written notice making time of the essence of the Agreement and if for any reason whatsoever we cannot make delivery during the period then the Buyer may after such period determine the Agreement without further obligation being owed by either party to the other.]

We shall have no liability whatsoever to deliver and the Buyer shall be liable to us for our loss if it does not give clear instructions or response to any request for information we make.

In the event of us receiving reliable indications that the Buyer may not be in a position to honour its commitments under Condition 5, or if the Buyer is in breach of payment terms under any contract or invoice with or from us then we shall be entitled to delay or withhold delivery or cancel the Buyer's order until assurances we in our discretion consider satisfactory are received by us. If the Goods have been delivered already payment shall become due immediately notwithstanding Clause 5.1

It shall be the duty of the Buyer to be ready to accept delivery when notified that the Goods are ready and to make available to us or our carrier all reasonable help and assistance required in unloading the Goods (any delay and/or extra costs incurred by the Buyer's failure, being charged to it)

If the order includes installation we must be afforded reasonable access to all areas of the Buyer's premises we may stipulate at the times we require and the use of the Buyer's power supplies to assist us in our work

7. RISK AND OWNERSHIP

The risk in the Goods will remain in us until, and shall pass to the Buyer at the point of delivery. Unless written notification is made by the Buyer to us and the carrier within three days of the date of delivery of the consignment or part consignment in the event of a claim as to partial loss, damage, defects or non-delivery or within eighteen days of the date of dispatch in the event of a claim as to non-delivery of the whole consignment, then the Goods will be deemed to have been delivered and accepted by the Buyer complete and in a satisfactory condition.

Legal ownership and title of the Goods supplied by us to the Buyer shall remain in us until the Goods are paid for in full and any other money due from the Buyer to us has been paid. Until then the Buyer holds the Goods as Bailee for us and must store them separately from its other Goods. We, during this period have the right to enter on premises where the Goods are stored and to remove them and dispose of them at our discretion

8. LIABILITY

The Goods will be in accordance with the specifications agreed in writing with the Buyer. No other warranty or condition is made or implied by us as to the quality or description of the Goods and all such warranties or conditions (whether statutory, express or implied) are excluded.

In the event of any claim against us under this Contract then we will only accept liability if the Goods are capable of examination by us and are in their original state as supplied by us. In particular we will not accept responsibility where any defect in the Goods has been partially or wholly the result of reasons under the control of the Buyer (including failure to follow any instructions we supply) or its agents or purchasers or has occurred or arisen during or as a result of further treatment or process requirements.

We ourselves are not manufacturers of the goods we supply. We shall firstly pass through to you the benefit of our suppliers obligations to us in respect of the hardware or other goods and services supplied. Secondly we shall offer to you a support or maintenance agreement for the goods supplied generally by a third party. We recommend that you enter into such agreement because we do not accept liability for any failure in the goods or products we supply. No loss or damage suffered by the Buyer (whether direct, economic or consequential) will be accepted other than death or injury to persons arising directly as a result of our negligence in the supply of Goods.

8.1 Immediate written notification must be given to us in the event of any defect being found in the Goods, and we must be given a reasonable opportunity to inspect them before any further work or treatment is undertaken on them. We shall not accept any liability as a result of such defect unless this procedure is observed.

8.2 Unless there has been a written agreement to the contrary we make no warranty as to the fitness of the Goods for any particular purpose even if that purpose is stated in the Buyer's Order and any warranty, whether express or implied, statutory or otherwise is excluded. This exclusion includes recommendations or advice relating to a specific enquiry. The Buyer must be satisfied that the Goods are suitable for the purpose for which it is intended to use them.

8.3 Any defect in the Goods (once accepted by us) which does not affect the whole of a consignment of the Goods or make the substantial performance of the Buyer's Order impossible shall not entitle the Buyer to withhold or delay payment for that part of the order which has been delivered and found to be satisfactory.

8.4 We shall be under no liability under the provisions of this Clause or otherwise if the Goods have not been paid for by the due date for payment.

9. SAFETY

Any electrical Goods must be handled correctly. The Buyer must ensure that all appropriate safety precautions are taken and that its staff are aware of and comply with all operating instructions

10. INSPECTION AND TEST

Goods supplied by us are carefully inspected before despatch
We shall be responsible for installation and commissioning of the goods and services we supply. The Buyer must provide personnel data and power to help in the commissioning process.

Once commissioning is complete the goods and services will be deemed to be accepted

In the event of any delay on the Buyer's part in attending such commissioning after notice thereof has been given to the Buyer, the commissioning will proceed in the absence of the Buyer and shall be deemed to have been made in the Buyer's presence

11. CONFLICT OF CONDITIONS

In the event of there being any conflict in these Conditions and any conditions emanating from the Buyer then these Conditions shall have precedence over those of the Buyer. Furthermore the Buyer's conditions are not binding or accepted in any way by us unless otherwise specifically accepted in writing

No variation of these terms may be given by any of our employees unless confirmed in writing by a director and no collateral or supplemental contract may be made or construed unless confirmed in writing on our official stationery.

12. SUB CONTRACT

We shall be entitled to subcontract any work relating to the Contract without obtaining the consent of or giving notice to the Buyer.