

## TARGET IT SERVICES (BOURNEMOUTH) LTD TERMS & CONDITIONS GENERAL

1. In these Terms and Conditions of Sale:

"The Company" means Target IT Services Limited.

"The Buyer" means the person, firm or company ordering or buying goods from the Company.

"The Goods" means the goods the subject matter of the relevant order or contract for sale.

1a: "The Conditions / these conditions" means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions notified to Customer as are in force at the date of the contract and which at that date appear on Target IT's web site [www.target-its.co.uk](http://www.target-its.co.uk) and / or which are available on request at Target IT's principle trading address.

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. In the event that the Buyer's order seeks to make the sale subject to terms and conditions different from these, acceptance of the Buyer's order by the Company (whether or not such acceptance is accepted by formal order acknowledgement) shall be deemed to be a fresh offer by the Company on the basis of these conditions. In which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the goods by the buyer shall constitute acceptance of the Company's offer and the Contract of Sale shall be formed at that moment. No terms or conditions stipulated in any other communications or document shall vary or annul any of those conditions except insofar as the same are expressly consented to in writing by the Company.

3. Any clerical, typographical or other error or omission in any document or other information issued by the Company may be corrected by the Company without liability.

### PRICES

4. Quoted prices include the cost of normal packaging but exclude delivery, transit insurance (which are charged at extra cost), VAT, or installation charges (where applicable). Any work carried out additional to that specified in the relevant quotation or order, whether experimentally or otherwise, shall be charged.

5. The prices for the goods shall be those ruling at the date of despatch and the Company reserves the right to amend its quote prices at any time prior to the date of despatch.

6. Interest shall be due on all overdue payments from the Customer to the Company in accordance with **The Late Payment of Commercial Debts (Interest) Act 1998** at the rate of 8% above the base rate as set from time to time by HSBC Bank plc, until such time as payment in full is received by the Company.

### DESPATCH & PAYMENT

7. (a) Unless otherwise specified the price quoted is packed ex our warehouse. An extra charge will be levied to cover delivery and insurance costs. A charge may be made to cover any extra costs involved for delivery to a different address.

(b) Should expedited delivery be agreed an extra amount may be charged to cover any overtime or any other additional costs involved.

(c) 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.

(d) If the quotation includes installation of the goods, then the Company will endeavour to do so as soon as practicable after delivery but does not accept liability for delay in installing the goods, unless specifically agreed in writing by the Company.

### CREDIT POLICY & PAYMENT INFORMATION

8. Our standard terms of payment are strictly 7 days net from date of invoice. 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. Our credit terms are 28 days net from date of invoice. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due. Accounts with overdue balances will be placed on credit hold. This means 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.

The Company accepts payment by bank transfer, cash or cheque. A fee of £25 + Vat administration fee will be charged for any late or dishonoured payments (per incident)

### RETENTION OF TITLE

9. The company and the Buyer expressly agree that until the Company has been paid in full for the goods comprised in this or any other sales contract between them and all outstanding amounts due to the Company from the Buyer or any associated or subsidiary or holding company of the Buyer or from any director or shareholder of the Buyer or any other such company.

(a) The goods shall remain the property of the Company and the Buyers, as bailees of them for the Company, will store the same for the Company in a proper manner without charge and in such a way that the goods are clearly identified as being the property of the Company, notwithstanding that the risk therein shall pass to the Buyer as provided herein.

(b) At any time the Company may recover from the Buyer the goods remaining in the Buyer's possession, and for the purposes thereof may enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party).

(c) The buyer has the right to dispose of the Goods in the course of its business for the account of the Company and to pass good title to the Goods to their customers being bona fide purchasers for value without notice of the Company's rights.

(d) In the event of such disposition the Buyer or its Director(s) (if a Limited Company) has the fiduciary duty to account to the Company for proceeds thereof but may retain therefrom an excess of such proceeds over the amount outstanding to the Company under this or any other sales contract between them and for all outstanding amounts due to the Company from the Buyer or any associated or subsidiary or holding company of the Buyer or from any director or shareholder of the Buyer of any such company.

10. Notwithstanding the preceding condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

## BUYERS PROPERTY

11. (a) The Buyer's property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the buyer shall insure accordingly.

(b) The Company shall be entitled to make a reasonable charge for the storage of any of the Buyer's property left with the Company before receipt of the order or after notification to the Buyer of completion of the work.

### LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

12. The Buyer shall examine the Goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery 7 days after the due date for delivery.

### LATE DELIVERY

13. 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.

### DEFECTIVE PRODUCTS

14. (a) The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement 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. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, sustained by the Buyer PROVIDED, always that these conditions do not exclude or restrict the Company's liability for death or personal injury arising from its negligence.

(b) A returns authorisation number must first be obtained from our customer service department either by telephone or letter. Returned goods must be accompanied by a copy of the original invoice relating to their purchase.

(c) GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION. GOODS RETURNED OTHERWISE WILL, AT OUR DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. Goods returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase. Before returning items, please ring our engineers for authorisation to return items – a discussion of the problem may assist in rectifying faults before goods are returned! It is your responsibility to ensure that any goods returned are properly insured. We will not be responsible for goods returned to use that are lost in transit. This document does not in itself constitute an offer for sale. We reserve the right to vary the specification of any item, withdraw, modify or amend any item without prior notice. Prices quoted are the Company's current prices. Prices of imported goods are subject to variances in exchange rates, and in consequence prices will be those holding at the time of delivery. Please telephone us should you wish to confirm current price.

### EXPORT CONTROL

15. The Buyer shall not resell outside the UK any of the products covered by the Export of Goods (Control) Order 1987 (or any re-enactment thereof) or the Export Administration Act 1979 (as amended) of the USA (or any re-enactment thereof) without obtaining all necessary licences thereunder and will not resell such goods within the UK to a purchaser knowing (or being given reasonable doubts to suspect by the purchaser) that the purchaser intend to export such goods without first obtaining either such licences or a copy of such licences obtained by the purchaser.

### RECRUITMENT OF EMPLOYEES

16. The parties hereto accept that either party will suffer loss if a member of their staff accepts an offer of permanent employment with the other party during the continuance of this contract and six months thereafter. If such a member of the party's staff accepts such an offer of employment with the other party other than as a result of a relevant bona fide employment advertisement in the national or trade press, the new employing party agrees to pay the other party the equivalent of six months salary for that member of staff. The provisions of this clause shall apply to subsidiaries, associates and parent companies of either party.

### FORCE MAJEURE

17. The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of the Company; and the Company shall not be held liable for any breach of contract resulting from such an event.

### CANCELLATION

18. 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:

(a) Fails to make payment on the due date under any contract with the Company, or

(b) Enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a Court shall order it to be wound up, or commits an available act of bankruptcy, or

(c) Is in breach of any items and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights).

The exercise of rights under condition 15 shall be without prejudice to the Company's other rights of remedies.

### DATA PROTECTION

19. The Company may place information concerning the Customer on a computerised directory for internal use only. The Company may also provide such files to any other natural or legal person, whether of the UK or foreign, unless specifically instructed to the contrary by the Customer, or contrary to the then current law of the United Kingdom.

### LAW – LIABILITY

20. Target IT in respect to third party services cannot and do not, warrant that the service provided will be error free or continuous.

21. Target IT shall not in any circumstances be liable for loss of profits, contracts, time or goodwill or for any other indirect or consequential loss or damage suffered by the Customer or any other person.

22. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.