

## Terms and Conditions

### 1. General

- (a) Within these contract conditions 'the Company' shall at all times be a reference to NeXT Systems Ltd whose registered office is Springfields, Church Lane, Bisley, Woking, Surrey GU24 9EA and 'the Purchaser' shall at all times be a reference to the person or body incorporated or unincorporated who places an order and or enters into contract with the Company
- (b) Order means any order – verbal or written placed by the Purchaser for the supply of products or services of the Company
- (c) All quotations are made and all orders accepted only subject to the following terms and conditions not withstanding anything that be stated to the contrary or in customers order forms or correspondence.
- (d) All quotations are given and orders accepted subject to delays caused by strikes, lock out, force majeure and or other causes beyond the reasonable control of the Company.
- (e) The Company reserves the right to modify amend withdraw or add to its products from time to time and does not therefore guarantee to supply such in accordance with catalogue illustrations or drawings.
- (f) No product of the Company shall be deemed to fulfil any particular purpose or duty unless specified in writing on estimate.
- (g) The Company shall be relieved of liabilities incurred under this contract wherever and to the extent to which fulfillment of such obligations is prevented frustrated or impeded as a consequence of conforming to any statute rule regulation order or requisition made thereunder.

### 2. Prices

- (a) Prices quoted exclude delivery unless stated.
- (b) Prices quoted for overseas shipment are FOB UK port.
- (c) Unless shown on this quotation no discount of any kind is allowable, the prices quoted being strictly net.
- (d) Whilst every effort is made to maintain firm prices the Company reserves the right to invoice orders at the prices prevailing at the date of despatch.
- (e) All prices are subject to VAT at the current rate.

### 3. Invoicing

- (a) As soon as an order has been despatched to the Purchaser or is ready for despatch awaiting instructions the Company will raise an invoice
- (b) Special Software and configuration charges will be invoiced on receipt of order and prior to commencement of special work by the company.

### 4. Credit Accounts

The Company may at its discretion open a credit account for the Purchaser subject to satisfactory completion of an application and such facility having been agreed in writing from the company. Otherwise payment terms are as agreed prior to delivery.

### 5. Payment terms

Accounts in the UK are payable net 30 days from the date of invoice subject to a credit account facility having been agreed in writing from the company. Otherwise payment terms are as agreed prior to delivery.

- (a) On supply and installation contracts:
- Payment for Hardware will be due net 30 days from the date of invoice
  - Standard Software will be due for payment 30 days from date of invoice
  - Installation, configuration, commissioning and training charges will be due for payment on completion of the work by the Company.
- (c) On supply of equipment only contracts payment is on a pro forma basis unless a recognised credit account has been opened with the Company.

### 6. Late Payment

The company will exercise its statutory rights to claim interest and compensation for debt recovery costs as per the 'Late Payment of Commercial Debts (Interest) Act 1998' if invoices are not paid according to credit terms stated on the invoice or otherwise agreed

### 7. Passing of Title to Property

Property of the goods shall not pass to the Purchaser and shall remain with the Company until such time as payment therefore has been made in full to include any interest payable under the terms of Clause 6. hereof and in the event of the Purchaser failing to discharge the contract value (and interest thereon) in the terms of these conditions the company shall have the option of formally by notice transferring title to the Purchaser or alternatively of entering the installation premises and repossessing the equipment and goods supplied and or installed there. The specific rights are in addition to all other rights and courses of action of the Company as under terms and conditions or otherwise.

### 8. Damage or Loss in Transit

The Company does not accept any responsibility for damage or loss in transit. Carriers receipts should be signed un-examined and notification of damage or shortage must be sent in writing to both the carrier and the Company within three days. The packing note should be retained for inspection by the carriers' inspectors.

### 9. Installation and Maintenance Site Work

- (a) All works shall be executed in our normal working hours Monday to Friday on the basis of uninterrupted access. Work undertaken by us outside such hours shall be subject to an extra charge.
- (b) This quotation allows for runs through existing raceways and pathways or in conduits provided for us (which must be left complete with draw wires). Any conduit fitted by the Company in order to complete an installation will be charged extra.
- (c) Making good channelling, fitting or replacing floorboards providing cavities for control panels or any other building or decorative work is excluded from this quotation unless otherwise specified.
- (d) The price quotation assumes free access to all areas concerned and work to be carried out in one continuous site visit. Any extra visits brought about the client's subsequent discussions or alterations are to be charged at day work rates.
- (e) In the event of any variations or alterations to the installation or suspension of work at the purchaser's instructions or through lack of instructions, the contract price will be adjusted in an upward direction to meet any expenses incurred by the Company.
- (f) In the event that any special lifting gear, erection or handling gear is required due to unforeseen circumstances, the Company reserves the right to charge for the expense thereof and the extra work time involved.
- (g) Any complaint of workmanship, finish or performance of the installation or equipment supplied must be reported in writing to the Company within 7 days of delivery or installation completion.

### 10. Other Authorities

The Company shall not be liable for any delay caused by or attributable to the network provider and or other equipment and service suppliers. The installation charge does not include any charge made by the network provider to the Company or the Purchaser in respect of any telephone line connection or rental maintenance.

### 11. Cancellation

- (a) Written authorisation must be obtained from the Company before goods will be considered for credit and the company reserves the right to refuse the return of such goods
- (b) All goods returned for credit must be in the original packing. Products specially manufactured or modified by the Company for the Purchaser will not be considered for credit.
- (c) Any items or goods returned to the Company with authorisation and in accordance with the standard returns procedures of the Company will be subject to the imposition of handling charge of 25% to cover re-stocking, testing and administration costs. Damage or exceptional carriage charges will be charged in addition, where applicable.
- (d) Any orders placed with the company and subsequently cancelled prior to or after delivery will be subject to a cancellation charge of 25% of the order value
- (e) Any work carried out by the company prior to cancellation relating to installation, configuration, integration or special software will be charged in addition, where applicable.

### 12. Guarantee

- (a) In lieu of any warranty condition or liability implied by law, the Company's liability on completion and acceptance of an installation in respect of any defect or failure of goods supplied or for any loss, injury or damage attributable thereto is limited to the replacement or repair of defective equipment or parts which under proper use by the original Purchaser appear therein and arise solely from faulty materials or manufacture within a period of twelve months.
- (b) Subject to the above goods delivered on equipment only contracts that are found by the Purchaser to be defective must be carefully packed and returned carriage paid to the Company and provided they have not been interfered with in any way the returned equipment will be repaired or replaced and delivered carriage paid to its UK destination port.

### 13. Storage

If the Company does not receive sufficient forwarding instructions or the Purchaser has created any delay in accepting delivery within fourteen days after the date of notification that the goods are ready for despatch, the Company shall be entitled to arrange storage at its discretion and all charges for storage, insurance or demurrage shall be payable by the Purchaser.

### 14. Legal Construction

Contracts shall in all respects be construed and operate as an English contract and in conformity with English law and unless otherwise agreed be subject to the jurisdiction of the English courts.

### 15. Overriding Clauses

The above general conditions shall apply unless specified amended or by any special conditions included in the Company's quotation.