

Syntechnologies Ltd Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions (a) The Company means **Syntechnologies Ltd**, (b) The Purchaser includes the person, firm, corporation, company or any other body whatsoever who places one or more orders with the company for the supply of goods or services and (c) The Goods means goods or services supplied by the Company to the purchaser.

2. APPLICABLE TERMS

All orders whether made in writing, by telephone, by email or by other means are accepted, and all goods are supplied subject only to the terms and conditions contained herein. Other terms and conditions (including any written terms and conditions of the Purchaser) apply only if they are confirmed in writing by the company and no variation of these terms and conditions under which orders are accepted and goods are supplied shall be effective unless that variation is confirmed in writing by the Company and signed on behalf of the Company by a Director.

3. ACCEPTANCE OF ORDERS

3.1 Orders placed by the Purchaser for supply of goods shall constitute an irrevocable contractual commitment on the part of the purchaser to purchase from the company the specified goods subject to the terms and conditions herein.

3.2 Any request on the part of the Purchaser to cancel, amend or reschedule any order or part thereof shall be accepted only at the discretion of the Company and shall be subject to any specific terms as may be then stipulated by the Company in connection with such cancellation, amendment or rescheduling.

3.3 The Company reserves the right to at any time decline to accept or fulfil any order or part of any order placed by the purchaser.

3.4 The Company reserves the right to not issue a written acknowledgement of any order placed by the Purchaser and the absence of such acknowledgement shall not prejudice the Company's rights to supply and receive payment for the goods specified in the said order subject to the terms and conditions herein.

4. QUOTATIONS AND PRICES

4.1 Quoted prices are valid for 30 days from the date of the quotation

4.2 Prices shown on any quotation are exclusive to any Value Added Tax

4.3 Unless explicitly stated to the contrary, the price to be paid for goods excludes the cost of carriage and packing materials

5. PAYMENT

5.1 Payment is due in £ Sterling within 30 days of the invoice date, unless otherwise stated. Interest will be charged on the overdue balance outstanding at the rate of 3% per annum above the current Prime Bank Rate.

5.2 The Purchaser will not be entitled by any claim against the Company to withhold payment of the price of goods, or to claim any right of set-off against any payment due to the Company under this or any other contract.

5.3 The granting of any credit by the Company by the Purchaser shall be at the Company's absolute discretion.

6. REPRESENTATIONS

Whilst the Company takes every precaution in the preparation of its catalogues, datasheets, price lists and other literature, these documents and the particulars therein are for the Purchasers general guidance only and shall not constitute representations by the Company and the company shall not be bound thereby.

7. RISK AND PASSING OF PROPERTY

7.1 Risk in the goods shall pass to the Purchaser when the goods are delivered to the Purchaser or its Agent.

7.2 Notwithstanding the risk in the goods passing in accordance with Clause 7.1 title in the goods will not pass to the Purchaser until the Company has received payment for the goods although the Purchaser is licensed by the company to use the goods delivered.

7.3 Until title in the goods passes:-

7.3.1 The Purchaser will hold the goods as fiduciary agent and bailee for the company

7.3.2 The goods shall be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition and be sorted in such a way as to be clearly identifiable as belonging to the company.

7.3.3 The Purchaser's right to use shall automatically cease if the Purchaser has a petition presented for its winding up or passes a resolution for voluntary winding up otherwise than for the purpose of bonafide amalgamation, reconstruction, or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with their creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.

7.3.4 Upon determination in any way of the Purchaser's right to use, the Purchaser shall place all of the goods in its possession or under its control at the disposal of the company and the Company shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such goods.

8. DELIVERY ARRANGEMENTS

8.1 Delivery dates are only approximate and whilst every effort will be made to meet such dates, the Company will not accept responsibility or liability if any delivery dates are not met.

8.2 The Company will not, without prejudice to any rights it may otherwise have in respect of undispached goods, have the right to dispatch any portion of the goods ordered and shall be entitled to invoice the Purchaser separately for each such despatch instalment.

8.3 If delivery of goods is to be a mutually agreed written schedule, each instalment shall be a separate sale and the default of the Company in respect of any one or more instalments shall not entitle the Purchaser to repudiate the contract with regard to all or any other instalments.

9 WARRANTY

9.1 If the goods supplied by the company are demonstrated by the Purchaser to be defective in material or workmanship, the Purchaser may return the defective goods at the Purchaser's expense within 30 days of the date of the invoice. Any goods returned under this clause must be as new and not modified and contained in its original packaging.

9.2 The Company undertakes at its option to replace the same, or refund to the Purchaser the price of the defective goods and in no circumstance will the liability of the company exceed the cost of replacement or the price paid by the Purchaser for the goods.

9.3 In the event that the goods returned by the Purchaser under the clause 9.1 can be demonstrated by the Company to be free of any defect of material or workmanship, the Company shall at its option have the right to levy a non-warranty handling charge in respect of any or all of such items so returned and the Purchaser shall be liable for any and all such charges so arising.

9.4 No representation or warranty shall be given as to the suitability or fitness of the goods for any purpose and the Purchaser shall satisfy themselves in this respect and will be totally responsible therefore.

10 EXCLUSIONS OF LIABILITY

10.1 (a) Nothing in these terms and conditions shall exclude or restrict the Company's liability for death or personal injury resulting from negligence.

10.1 (b) The Purchaser acknowledges the price of the goods would be higher were the following exclusions not agreed:

10.2 The Company shall not be liable to the Purchaser by reason of any implied warranty or condition or other term or any duty at common law or under these terms and conditions for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether cause by the negligence of the company its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use by the Purchaser except as expressly provided by these conditions.

10.3 The Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the price of the goods.

10.4 The Company shall in no circumstances be under any liability in respect of goods lost or damaged in transit to the Purchaser unless the following conditions are strictly complied with:

10.4.1 Non-delivery of a whole consignment of goods. The Purchaser must inform the Company in writing within 10 working days of the date of invoice, or within 10 days of the date of knowledge of such non-delivery, whichever is sooner.

10.4.2 Damage to goods or loss of part of a consignment. Consignments must be inspected in the presence of the delivery agent, if any goods are damaged or lost the consignment note must be endorsed accordingly and the Purchaser must submit a detailed written claim within 3 days of the date of delivery and supply a copy of such claim to the carrier within 10 days of the date of delivery.

10.5 Force Majeure – The performance of all contracts is subject to variation or cancellation by the Company owing to any Act of God, war, strikes, fire, flood, drought, tempest or any other cause beyond the control of the Company or owing to any inability by the Company to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by any such contingency.

11 THIRD PARTY CLAIMS

The Purchaser and Company will mutually indemnify each other against any third party claims arising in relation to the goods for death, personal injury and/or damage to property or economic loss, whether made in contract or in tort (including negligence) and/or pursuant to statute.

12 THIRD PARTY RIGHTS

The Company shall not be liable for any loss, damage, claim, cost or expenses arising out of any infringement or alleged infringement of any patent trade mark registered design or copyright or other proprietary right whether in the UK or elsewhere, resulting from the authorised conventional and expected use of goods or services supplied by the Company to the Purchaser. Intellectual property (if any) in the goods shall remain the Company's property.

MISCELLANEOUS

13 The Company reserves the right to alter any product and no representation or warranty is given that the goods are, or will be identical to goods which may have been sold previously to the Purchaser, excepting that the same or better functioning shall be provided.

14 In any case where these terms and conditions of sale conflict with any provision of the Sale and Goods Act 1979 or any subsequent modification or re-enactment thereof, these terms and conditions of sale shall prevail.

15 These terms and conditions of sale shall be governed and construed in the accordance with the laws of England and their parties submit to the exclusive jurisdiction of the English courts.

16 The headings of the terms and conditions are for convenience only and shall have no effect on the interpretation hereof.

17 For terms and conditions relating to bespoke software development, the Syntec technologies Ltd Terms and Conditions for bespoke software development apply.