

**Cambridge Computer Support.**  
Terms & Conditions of Sale.

**1. GENERAL:**

All orders are accepted and goods supplied subject to the following express terms and conditions. These conditions may not be modified or varied unless Cambridge Computer Support (hereafter referred to as CCS) agrees in writing, and CCS shall not be deemed to accept such other conditions as nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer. No person has authority on behalf of CCS to vary any condition except the proprietor. No binding contract shall be created until CCS has indicated its acceptance of an order in writing.

**2. SETTLEMENT TERMS:**

Where credit terms are allowed, terms of payment are strictly net and payable 30 days from the date of CCS's invoice. No receipts will be issued against payments by cheque unless specifically requested. CCS, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding for a period of more than 45 days after the date of the CCS's invoice. The rate of interest charged shall be 2% per month from the due date until payment is made. CCS can exercise this right in addition to any other rights it may have in respect of non-payment for goods. Where goods are supplied in instalments, each such instalment, separate instalments, delivery or part shall be made as if the same constituted a separate contract. Payment by due date shall be of the essence of the contract.

**3. PRICES:**

All prices are subject to change without notice. Unless otherwise agreed in writing, all orders are executed subject to prices ruling at the date of dispatch and no price list of CCS whether published or not, shall effect the right of CCS to charge for goods in accordance with this clause. In the event of any variation or suspension of orders through the buyer's instruction or lack of instructions, prices may be increased to cover any extra expenses thereby incurred by CCS. Where applicable, Value Added Tax will be charged at the rate applicable at the date of invoice.

**4. CREDIT:**

Any contract shall be subject to CCS being satisfied as to the buyer's credit worthiness and without generality to the foregoing CCS may, at its absolute discretion having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer renders the purchase money to CCS in a form satisfactory to CCS. Prospective customers wishing to open a credit account are requested to furnish two trade references and one banker's reference. Until the opening of a credit account has been confirmed delivery will not be made unless payment has been received with order or made against CCS's pro-forma invoice.

**5. ORDERS:**

Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred as a result of duplication of orders will be payable by the buyer.

**6. CANCELLATION:**

Acceptance of cancellation of an order shall be at the discretion of CCS and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing CCS administrative costs involved. In certain instances where CCS has spent considerable effort in obtaining goods specially requested by the customer, CCS may decide at its discretion not to allow cancellation of such order.

**7. DELIVERY:**

Delivery dates are given in good faith by CCS to indicate estimated delivery times but shall not

amount to any contractual obligation to deliver at the time stated. CCS will accept no liability for direct or consequential damage arising from delay in delivery.

#### 8. TITLE TO GOODS:

CCS and the buyer agree that until CCS has received fully cleared payment for the goods:

a) Ownership of the title to the goods shall remain with CCS and the buyer shall hold goods as a bailee and be fully accountable to CCS in respect thereof until such a time as payment in full has been received by CCS for all the goods supplied.

b) As bailor of the goods, CCS, by its employees or agents, shall (without prejudice to the buyer's continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles wherein the goods, delivered to the buyer under this contract, or part of them together with any interest or any other sum payable in respect of goods under this contract, or part of them, are situated or are reasonably thought to be situated to retake possession of the same.

#### 9. DESPATCH CHARGES:

Orders may be subject to carriage charges. These charges shall be announced at the time of sale and shall depend on the method of delivery and the destination of the goods being delivered.

#### 10. DAMAGE OR LOSS IN TRANSIT OR SHORTAGES:

Any damage to goods in transit, or shortages, must be notified to the carriers immediately and to CCS within 24 hours of receipt of writing. Packaging and contents must be held for inspection.

#### 11. COMPATIBILITY:

Goods are not supplied on a trial basis except by exceptional agreement. Customers are responsible for verifying suitability and compatibility of equipment before purchasing it. All software items supplied are subject to manufacturers' licensing agreements and the seal on the software's media packaging must not be broken if the conditions of the licence are not acceptable.

#### 12. WARRANTY:

a) CCS will repair or replace, at its discretion, faulty equipment. It will be the customer's liability to pay carriage charges for returning the goods to CCS's premises or charges to cover the cost of engineers attending the customer's site to remove equipment.

b) All goods are covered by a 12 month repair warranty only from the date of purchase. All sub-assemblies that require fitting into other equipment are covered by a 3 month repair warranty, unless explicitly stated otherwise, provided the sub-assembly is correctly installed by a qualified technician.

c) In cases where the equipment manufacturer offers on-site warranty, the buyer will be responsible for contacting the manufacturer or its agents directly to obtain the services required. CCS will not be held responsible for the failure of the manufacturer or its agents to carry out the necessary repairs. CCS will accept liability for defective goods only to the extent that CCS is entitled to make a claim under manufacturers' or publishers' warranties and obtain from the manufacturer(s) or publisher(s) a refund, credit, repair or replacement in respect of the defective goods.

d) Non UK mainland. The customer will be responsible for all carriage and any customs charges required for the defective equipment to be repaired or replaced under warranty. Customers requiring continuous use of their equipment are strongly recommended to undertake an on-site maintenance contract.

e) Any special needs of the buyer from CCS must be indicated in writing indicating the precise specifications or standards the buyer requires.

f) Damage caused to any goods returned which is due to poor packaging is the responsibility of the buyer.

g) Excluded from the warranty are:

i) parts of a consumable nature;

ii) defects resulting from normal wear and tear;

iii) defects resulting from operation outside the usage parameters stated in the operations manuals (including burned monitor screens and incorrect input voltage);

iv) failure resulting from "viruses", "trojans", "worms", "hackers" or any undesirable or malicious abuse.

v) malfunctioning caused by damage (even if accidental), including transit damage, the use of non-CCS parts, and service or modification by persons not so authorised by CCS ie unless explicitly stated otherwise for a specific sub-assembly and/or product etc.;

vi) software, including pre-installed programmes. Software warranty is defined in the software publishers' software license agreements;

vii) defects resulting from use of potentially hazardous software, accessories, media, supplies, consumables, or items not designed for use with the product;

viii) where conditions at a customer's site represents a safety or health risk.

### 13. CONSEQUENTIAL LOSS:

CCS's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused. CCS shall not be responsible for damage to or loss of any data or programmes. CCS recommends that customers make back-up copies of all programmes and data.

### 14. FORCE MAJURE:

CCS shall not be liable for any delay in or failure to perform any of its obligations hereunder if delay or failure is due to causes outside the reasonable control of CCS.

### 15. BANKRUPTCY:

In the event of the buyer committing any breach of contract with CCS or if any distress or execution is levied upon the goods of the buyer or if the buyer offers to make any arrangements with or for the benefit of the buyer's creditors or commits any act of bankruptcy, being a limited company has a receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, CCS shall thereupon be entitled without prejudice to other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, at CCS's option to make partial deliveries.

### 16. LEGAL CONSTRUCTION:

Unless otherwise agreed by CCS in writing, these conditions and the agreement to which this document and CCS invoices and other documents relate shall in all respects be constructed and operate as an English contract in conformity with English law.

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