

## Terms & Conditions

### **1. Definitions**

The "SELLER" means Sole Systems Ltd, 3 Ardington Courtyard, Roke Lane, Witley, Godalming, Surrey GU8 5NF The "BUYER" means any person, firm or company purchasing the goods or services supplied by Sole Systems Ltd.

### **2. Conditions Applicable**

Unless otherwise agreed in writing these Conditions shall prevail over any conditions stipulated by the Buyer.

### **3. Specific Condition of Sale**

The Seller reserves the right to decline to trade with any company or person. In the event that the Seller declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

### **4. Returns**

4.1 Any goods approved for return must be advised in writing quoting the Seller's invoice number. The Seller disclaims liability for any returns whilst in transit to the Seller. The Seller reserves the right to charge a reasonable handling charge where this is justified. Goods returned for replacement or credit when supplied correctly will be subject to a minimum of a 10% handling charge.

4.2 An RMA number must be sought by the Buyer of the Seller prior to return.

4.3 Any product returned without Authorisation or not having an RMA number may be refused.

### **5. Law**

This contact shall in all respects be construed and operate as an English contract, conform to and be governed by English law and be subject to the jurisdiction of the English courts.

### **6. Cancellations**

The Buyer shall be entitled to cancel an order, if not delivered by the required time and by prior agreement with the Seller. However, when a Purchase Order has been provided by the Buyer and goods have been delivered, a restocking charge may apply if goods are no longer required.

### **7. Force Majeure**

The Seller will not be responsible for damage, delays or non-performance directly or indirectly caused by lack of adequate instructions from customers, governmental regulations or requirements, unavailability of materials, work stoppers, strikes, slow-downs, boycotts and other causes (whether or not similar in nature to any of those herein before specified) beyond the Seller's reasonable control and in such a case may wholly or partially suspend shipment of goods or equipment.

### **8. Delivery**

Any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the contact. The Seller will not be liable for any failure to meet a delivery date nor for loss or consequential loss of any kind arising from a delay in delivery however caused.

#### **Acceptance of Good by the Buyer**

9.1 The Buyer shall inspect the goods immediately upon their arrival at its premises and shall within 7-10 days of their arrival notify the Seller if the goods are damaged or do not conform to the specifications agreed in writing between the parties prior to delivery (as set out in the Sellers quotation to the buyer's order or specification). If no such notice is received, the goods shall be deemed to have been supplied in accordance with the Contract and to have been accepted by the Buyer.

9.2 Where the Buyer gives notice to the Seller under condition 9.1 the Buyer shall preserve the goods intact and as delivered for a period of 14 days after receipt by the Seller of the notice during which period the Seller or its representative may attend the Buyer's premises to investigate the complaint.

9.3 If the Buyer fails to comply with conditions 9.1 or 9.2 it shall be deemed to have waived all or any claims, actions or rights or remedies it may have in respect of the non-conformity of the goods to the contract.

9.4 If the Seller finds a discrepancy in the amount of goods delivered above or below the amount ordered, the Buyer will not be entitled to reject the goods, but the Seller will make such further deliveries or collections as shall result in the correct quantity having been delivered.

#### **Sole Systems Ltd.**

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## 9. Continued

9.5 If the Seller finds that the goods are damaged or do not conform with the contract, the Seller shall at its option replace or repair the goods, or take back the goods and refund the Buyer with the price, provided that the Seller shall not be under this obligation if the damage or non-conformity results from:

9.5.1 An act or omission of the Buyer, or,

9.5.2 Damage to the goods whilst the goods are at the Buyers risk.

9.6 All goods supplied by the Seller to the Buyer where applicable will be covered by the manufacturers warranty and or guarantees. Unless the goods are received by the Buyer as DOA (Dead on Arrival), 4.2, 4.3 and 9.5 will apply, it will be the responsibility of the Buyer to seek repairs or replacement. Wherever possible the Seller will assist the Buyer to resolve any warranty issues with the manufacturer without prejudice.

## 10. Price & Quotations

The Seller in accordance with cost variations imposed on the Seller may vary any prices quoted. Buyer's authorisation will be sought of any variance prior to shipment and subsequent invoicing.

## 11. Retention of Title

11.1 The goods shall remain the property of the Seller until payment is made in full for all sums due under the contract of sale for between the Seller and the Buyer.

11.2 Not with standing delivery and the passing of risk in the goods, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the price of the goods (together with any interest, if applicable in respect thereof) and any other monies which are due to the Seller from the Buyer save for sums not yet due for payment under these or any other terms agreed between the Buyer and the Seller.

11.3 Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

Until that time the Buyer is entitled to resell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate form any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

11.4 The Seller shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Seller.

11.5 If the Buyer fails to pay sums due to the Seller by the due date or if the Seller is entitled to terminate the contract under condition 12 and any sums remain outstanding to the Seller. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter during normal business hours any premises occupied by the Buyer in order to inspect the goods and, at the Seller's option, to recover them.

11.6 Notwithstanding the repossession of the goods, the Buyer shall remain liable to pay to the Seller an amount equal to all losses, costs, damages and expenses incurred by the Seller directly as a result of the Buyers default. Save that the Buyer shall not be liable for any loss of revenue, loss of use or profits or business or any indirect or consequential loss.

11.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

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**12. Insolvency of Buyer**

The Seller shall be entitled to terminate the contract forthwith if:

- 12.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or has a receiver, manager, administrator, or administrative receiver appointed over its undertaking or any part thereof or a resolution is passed or petitioned presented to any court for the winding up of the Buyer or (being an individual or firm) the Buyer becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction).
- 12.2 An encumbrance takes possession, or receiver appointed of any of the property or assets of the Buyer.
- 12.3 The Buyer ceases, or threatens to cease, to carry on business,
- 12.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. The termination of the contract howsoever arising shall be without prejudice to the rights and duties of either the buyer or the company accrued prior to termination.

**Payment Terms**

The Buyer is liable to pay for all goods supplied to him by the Seller within 30 days of the invoice date in accordance with any individual settlement terms agreed in writing with the Seller. If payment is not made by the 30<sup>th</sup> day of the invoice date, the Seller shall be entitled to charge interest on the amount due from that date until the date of payment in full (whether before or after judgement) at 8%, per annum, over the base rate of Lloyds TSB Bank Plc. Sole Systems reserve the right to hold, on file, valid credit details to be held as surety against an account; only to be used in the event of non-compliance with Sole Systems standard Terms and Conditions.

**Sole Systems Ltd**

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Signature of Acceptance:.....

Position:.....

Date:.....

**We only accept Original Signed Terms and Conditions please send original copy via post**