

# Cad I T Design Associates - Terms and Conditions

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## 1. General

1.1 In these conditions "the Company" means Cad I T Design Associates, "the Customer" means the person or Company or its agent who places an order with the Company for the supply of any goods.

1.2 These conditions shall govern and form part of every contract for the sale of goods by the Company. Any variation, cancellation or waiver of these conditions shall not be valid unless agreed in writing and signed by the Company. No servant or agent of the Company other than a director has any authority to vary these conditions.

1.3 Orders are accepted and goods supplied subject to the following express terms and conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No addition thereto or variation therefrom shall apply unless agreed in writing by the parties.

## 2. Orders

The Company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's commitments with the Company not being met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by a Customer then the Customer shall indemnify the Company against all loss, costs (including the cost of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).

## 3. Extra Cost

In the event of any suspension of work through the Customer's instructions or lack of instructions the Company reserves the right to recover any extra expense thereby incurred by the Company.

## 4. Dispatch Dates

Any times for dispatch are to be treated as estimates only. Whilst every endeavour will be made to meet these estimated times for dispatch the Company shall not be liable in any manner whatsoever for failure to dispatch within the time quoted.

## 5. Carriage, Delivery, Risk, Title

a) Unless otherwise specified, any prices quoted by the Company exclude delivery charges.

b) The risk of loss and/or damage to goods supplied by the Company shall pass to the Customer upon delivery to the Customer or other person to whom the Company has been authorised by the Customer to deliver the goods whether expressly or by implication. The Company shall not be liable for the safety of the goods thereafter (and accordingly the Customer should insure the goods thereafter against such risks as may be commercially prudent).

c) Any damage to goods in transit should be notified to the carrier and the Company within two days of receipt, packing and contents to be held for inspection. If goods are not received by the Customer within six days of date of invoice the carrier and the Company should at once be informed.

d) Notwithstanding the provisions of paragraph (b) above, the ownership of the goods shall remain with the Company, (which reserves the right to dispose of them) until payment in full for all goods and materials under this contract and all previous contracts between the Customer and the Company has been received by it in accordance with the relevant terms.

(i) If payment is overdue in whole or in part or (ii) immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved, the Company may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose. If the goods are incorporated in or used as materials for other goods before such payment the ownership in the whole of such other goods shall be and remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Company's rights hereunder in the manner shall extend to those other goods.

## 6. Payment

All accounts are strictly net and payable as stated on the invoice. On failing to make full and prompt payment, the Customer shall (without prejudice to any other rights of the Company) become liable to pay the Company interest on the due amount at eight percent (8%) per annum, calculated from the date of due payment until the date of actual payment before and after any judgement.

## 7. Product Warranties

Goods are sold only with the manufacturers or suppliers warranty or guarantee. No other warranty or guarantee express or implied is offered. In the case of defects or faulty workmanship in products or any parts thereof supplied but not manufactured by the Company, the Customer shall not be entitled to received any greater benefit hereunder than shall be received by the Company under any guarantee or warranty given to the Company by the manufacturers or suppliers thereof.

## 8. Contingencies

The Company shall not be responsible for non performances in whole or in part or its obligations nor under any liability to the Customer in respect thereof if such non performance is due to acts of God, war, insurrection, Government regulations, embargoes, strikes, labour, disputes, illness, flood, fire, tempest or any other cause beyond the control of the Company.

## 9. Termination by Government

Notwithstanding the provision of condition 8 if goods are to be used in the performance of a government contract, or sub contract, and the government terminates such contract in whole or in part, the goods the order placed on the Company in respect thereof may be cancelled in the same proportion and the liability of the Customer for termination allowance shall be determined by the then applicable regulations of the government pertaining to termination of the contract.

## 10. Consequential Loss and Damage

Save as herein expressly provided the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused arising out of the use of goods supplied by it. The Customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

## 11. Financial Condition

If, in the Company's judgement, the Customer's financial condition does not justify the terms of payment specified, the Company may cancel any unfilled orders unless the Customer shall, upon written notice, immediately pay for any goods delivered or shall pay in advance for all goods ordered but not delivered or both at the Company's option.

## 12. Assigns

The contract to which this document relates shall be binding upon and inure to the benefit of the successors and assigns of the entire business and goodwill of either the Company or the Customer or of that part of the business of either used in the performance of such contract, but shall not be otherwise assignable.

## 13. Legal Construction

These conditions and the contract to which this document relates shall be construed and operate in accordance with English Law.

## 14. Cancellations

Credit shall not be issued on any goods without prior authorisation.

## 15. Prices

Whilst every endeavour has been made to ensure the accuracy of the prices quoted no responsibility can be accepted for any errors or omissions. Prices are subject to alteration without notice.

## 16. Returns

The Company will only accept returned goods whatever the reason for return at its discretion. Goods will only be accepted with the prior agreement of the Company. The Company will issue a Returns Authorisation Number to the Customer when agreeing to accept returned goods. The Returns Authorisation Number must be clearly marked on all parcels and packets and quoted in all correspondence. The Customer shall be responsible for the cost of returning the goods including full replacement cost insurance. Replacement or loan goods will not be supplied whilst the Customers goods are returned to the Company including goods returned under manufacturers or suppliers guarantee or warranty.