

## Terms and Conditions (issue 991101)

### CONDITIONS OF SALE

Orders are only accepted subject to the Terms & Conditions set out below. In the event of the customer's order form containing special printed conditions the order for the goods will only be accepted by Clear Systems Ltd on the understanding that those conditions are not at variance with our own or, if there is any variance, that such conditions have been waived by the customer. Requested Special Terms & Conditions may be offered in each instance by written quotation.

### EXPORT BUSINESS

These Terms & Conditions do not apply to Export Accounts. Separate Terms may be offered in each instance by written quotation.

### PRODUCT SPECIFICATION

All information contained in Clear Systems Ltd quotations and proposals is to the best of our knowledge accurate at the time of issue. We do not accept any responsibility for damage, injury, loss or expense resulting from any errors or omissions.

### GUARANTEE

We guarantee to replace faulty goods (excluding Software Licences, Services and Maintenance Contracts) supplied by Clear Systems Ltd, or at our option refund the purchase price, subject to claim being made in writing to us within 12 months after the sale being made by Clear Systems Ltd, providing no attempt has been made by the customer to rectify, alter or dismantle in any way. This 12 month guarantee offered by Clear Systems Ltd covers goods on a back-to-base warranty with no advance replacement. Clear Systems Ltd shall not be under any liability for any damage or loss arising or said to arise from the use of any goods or services unless explicitly included in a specific written contract or agreement made between Clear Systems Ltd and the Buyer at the time of sale.

### PRICES

Prices quoted are Net Prices excluding Value Added Tax, this will be applied at the current rate. Clear Systems Ltd reserves the right, without prior notice, to vary any advertised prices in catalogues and elsewhere.

### DELIVERY

Clear Systems Ltd cannot be held liable for non-delivery or the late delivery of products for whatever reason, nor for the compensation against any loss whether consequential or otherwise arising from non-delivery or late delivery.

### DAMAGE OR LOSS IN TRANSIT

In the event of non-delivery or shortage we should be advised in writing within 3 days of receipt of delivery. If damaged goods are received the receipt should be signed "Damaged" and Clear Systems Ltd notified in writing immediately. PLEASE REFUSE SHIPMENTS DELIVERED TO YOU IN A DAMAGED CONDITION.

### PAYMENT TERMS

- 1) Credit Terms may be offered to established customers (subject to satisfactory references). Payment being due strictly within 30 days of the date of invoice. Automatic account hold will be applied on the last day of the month to all accounts with overdue balances. In the event of credit terms being abused, credit facilities may be withdrawn at the discretion of Clear Systems Ltd without notice.
- 2) Cash with Order. Please add VAT to the total purchase value of the order (goods+carriage) at the rate applying at the date of order. Please ensure that all cheques and postal orders etc. are made payable to Clear Systems Ltd. and are crossed.
- 3) Clear Systems Ltd reserve the right to charge interest on overdue accounts at the rate of 3% per calendar month from the due date of payment to the receipt of payment.

### RETURNS

No returns will be accepted without prior consent from Clear Systems Ltd. Upon approval a Clear Systems Ltd GOODS RETURN NOTE will be supplied to the Buyer. Instructions for Clear Systems Ltd return procedures are detailed on the GOODS RETURN NOTE, a copy/specimen of which is available upon request. These instructions must be carried out in full, otherwise goods will be refused.

Goods being returned where no fault is found will incur a handling charge. This handling charge is calculated as either an amount of £10 being a minimum charge, or 20% of the invoice value (whichever is the greater).

Goods returned for credit must be in a saleable condition and complete with all manuals, components and undamaged original packaging, any software seals (if applicable) must not have been broken. Damaged or incomplete goods shall not be credited.

Goods being returned due to a mistake on the part of the purchaser will incur a handling charge. This handling charge is calculated as either an amount of £10 being a minimum charge or 20% of the credit value (whichever is the greater). The amount will be deducted from the value of the credit note.

Acceptance of returns due to customer error will be at the discretion of Clear Systems Ltd. Goods will only be accepted when Clear Systems Ltd is notified within 7 days of the original invoice date.

Returned goods that have been specifically made modified or purchased for the Buyer shall not be credited unless there has been an error on behalf of Clear Systems Ltd.

### SPECIFIC CONDITIONS OF SALE

- 1) Title of the goods sold on the invoice does not pass to the Buyer until Clear Systems Ltd has received payment in full for the goods and if the Buyer purports to sell the goods before payment the proceeds from the sale shall belong to Clear Systems Ltd, until payment in full for the goods has been received from the Buyer or otherwise.
- 2) After delivery of the goods to the Buyer and pending payment, the Buyer shall hold the goods as the bailee for Clear Systems Ltd at the Buyer's risk, and Clear Systems Ltd shall always be entitled to call for the return or payment in cases such as loss, damage etc.

### EXCLUSION OF LIABILITY

Save as provided under the section headed GUARANTEE above we shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from our negligence or that of our employees, servants or agents, in respect of goods delivered and/or services provided or for any damage or loss resulting from such defects.

*Please note that these terms are in addition to the statutory right to claim interest on late payment of commercial debts as introduced in The Late Payment of Commercial Debts (Interest) Act 1998.*

Bank details for direct payment:- Lloyds Bank plc, 30 High St, Coventry, CV1 5RA, a/c no. 0102380, sort code 30:92:33.  
VAT no GB 398 4836 83 Reg. no 1784741.