

Bechmann Limited

Terms and Conditions of Sale

Any order for the sale of goods or services constitutes an offer of trade with Bechmann Limited hereinafter called "the company".

The person, firm or company placing an order for such goods or services with the Company if referred to herein as "the client".

1. Acceptance

These conditions should prevail over any conditions in the client order, correspondence or elsewhere. Any term or condition not included in these conditions of sale shall be without effect unless expressly confirmed in writing by the company.

2. Prices

- a. Catalogues, price lists and other advertising materials as used by the company are intended only as an indication of the price and range of goods and services offered. No prices, descriptions or technical data or other particulars contained therein shall be binding upon the company.
- b. Prices do not include delivery, installation, training, documentation or expenses incurred unless specifically stated.
- c. Prices quoted exclude VAT which will be charged at the rate applicable at the date of invoice.
- d. In the event of any suspension of work arising from the clients instructions or lack or change of instructions the price chargeable by the company shall be increased to cover any extra expense or loss of potential earnings incurred by the company.
- e. In the event of any additional work arising on a fixed price contract from the client's instructions or lack or change of instruction the price chargeable by the company shall be increased pro rata.
- f. A minimum charge will apply for work undertaken on a time and materials basis designated for a period of one full day or part thereof unless specifically stated.

3. Payment Terms

- a. Unless other terms are specified and agreed in writing by the company, payment terms will be in accordance with the standard payment operated by the company, which are thirty days from date of invoice.
- b. Where Consultancy projects, charged either on a fixed or time and materials basis, are scheduled to exceed a duration of four weeks, a system of staged payments will be required by the company.
- c. Prior to the acceptance by the company of any order from a client relating to the supply of computer hardware and associated goods, written confirmation of the said order must be received by the company, together with a deposit payment of twenty-five percent of the order value, including VAT, with the outstanding invoice value becoming due on delivery of the relevant goods.
- d. Where payment is made for the goods by a third party e.g. a leasing company, the client remains liable for the debt until settlement from the third party is received by the company. Goods will not be delivered or installed until all documentation has been agreed, signed and accepted by the third party.
- e. The company reserves the right to charge interest at 1.5% per calendar month on any monies outstanding beyond the due date of payment.
- f. The company reserves the right to suspend or cancel any unfulfilled contract for the supply of goods or services where payment for any previous invoice remains outstanding beyond the due date of payment where in the reasonable opinion of the company, the client is unlikely to be able or willing to pay his debt as they fall due under the terms of this agreement.

4. Transfer of property

- a. The legal and equitable property in goods supplied by the company shall remain vested with the company until such time as the company is in full receipt of all sums payable in respect thereof.
- b. Until such payment the client shall hold and store the goods as bailee for and on behalf of the company and in such a place and way the goods are clearly and readily identifiable as the company's property, and shall deliver them up to the company forthwith upon the company's request made at any time after delivery.

5. Liability

- a. It is the responsibility of the client to ensure that sufficient backup is taken prior to any consultancy carried out on client systems. The company cannot accept liability for any loss of data caused by the client's failure to take such backup.
- b. Consultancy undertaken by the company on a time and materials basis is tested by the company, to a reasonable extent prior to delivery, to perform in accordance with client brief. Full system test is carried out by the client unless specifically stated. The company cannot accept liability for any error or exclusion not mentioned in the client brief or for any error or exclusion reported later than sixty days after the date of delivery. Nor can the company accept any liability for any losses, financial or other, arisen as a result of using any system or advice provided by the company.
- c. Goods supplied by the company are covered by the warranty from the manufacturer, who will deal with all complaints directly.