

**Tripod IT Limited**  
**Terms and conditions of sale**

**1 General**

The conditions set out below are the only terms on which we do business unless a variation is specifically agreed to in writing signed by a director of Tripod IT Limited (the company). If a client or a prospective client wishes to negotiate a variation of the conditions, either generally or in part the request should be made by letter, sent recorded delivery, addressed for the attention of the managing director of the company at its registered office. By not sending such letter the client or prospective client acknowledge that he accepts these conditions and that any standard terms which may appear on any of his stationery shall be of no effect.

All goods offered for sale are subject to remaining unsold.

If an order is not placed, the client is liable to reimburse any expenses incurred by the company at the client's request.

**2 Price**

The company reserves the right to vary the price if the costs of labour, material or other services vary from that at the contract date and in any event orders will be invoiced at the price ruling at the date of dispatch.

**3 Payment**

All prices are quoted net and orders must be accompanied by a deposit corresponding to 35% of the total amount including VAT. An additional 35% falls due immediately all hardware and software has been delivered to the customers premises. The payment of the remaining 30% becomes due not later than thirty days following the invoice date.

Not with standing any agreement for credit or course of dealing on credit terms the company may at any time and without giving notice or reason revoke such agreement or terms without penalty.

**4 Delivery**

Delivery terms quoted are subject to confirmation after order and are at times subject to unforeseen delays over which we have no control. The company whilst making reasonable effort to comply with the quoted date of delivery shall not be liable for any penalty, loss, injury, damage or expenses directly or indirectly consequent upon any delay or failure in delivery or performance by the company or its agents or servants from any cause whatsoever nor shall such delay entitle the client to cancel any order, refuse to accept or repudiate any contract for work to be done.

**5 Exclusion**

The company does not hold or warrant any goods or services as being fit for any particular purpose, whether made known to the company or not and the client must not rely on the company's skill or judgement in relation to the fitness of goods or services for any purpose. If the client requires assistance on the fitness of any goods or services for any purpose he should seek appropriate professional advice. The company's staff are not authorized to express any opinion or make any representation as to the fitness of any goods or services for any purpose, and any such opinions or representations as may be expressed by them are not binding on the company.

**6 Liability**

The company (subject as herein provided) undertakes to replace, correct or at its option credit the value of all goods or services supplied which are defective or otherwise not in conformity of contract subject to all of these conditions provided always. The company must be informed in writing of such defective goods or services and requested to make such replacement or correction or give such credit within 2 weeks from collection or delivery of the goods or services.

The company's liability whether in contract, tort or otherwise in respect of any goods supplied by it shall be limited solely to the foregoing, and in no circumstances does the company accept any further liability or any injury, damage or financial loss or for either direct or consequential losses howsoever or whenever arising, in particular, but without prejudice to the generality of the foregoing.

**7 Limitation of liability**

If the company carries out any work at the request of the client the company's liability for any failure or breach of contract will be limited to the invoice cost of the work.

**8 Cancellation**

In the event that the client should wish to cancel an order, the company reserves the right to charge a 15% cancellation fee.

**9 Force Majeure**

In the event of the performance of any obligation accepted by the company being prevented, delayed or in any way interfered with by either

- An act of god, outbreak of war, either general or local riot or other civil commotion, strike, lockout, act or decree of any government or any other act, matter or thing beyond our reasonable control.
- Non-delivery or non-performance by the company's suppliers or damage, loss or destruction of the whole or part of the goods or work, the company may at its option suspend performance or cancel its obligation under the contract without liability for any damage or consequential loss resulting there from such suspension or cancellation being without prejudice to the company's right to recover all sums owing to it in respect of consignments delivered or collected and costs incurred to date.
- By any cause beyond the company's control

**10 Assignment**

The contract shall not be assigned by the client to any third party without the prior consent of the company

**11 Patents**

The client is to indemnify the company against any claims whatsoever for damages and or costs against all liability in respect of any infringement of trade mark, patent right, copy right or any other intellectual property resulting from compliance with clients instructions express or implied

**12 Law and jurisdiction**

Subject to the above conditions the client shall not take legal action against the company

The contract shall be governed by and constructed in all respects in accordance to English law, the client on entering into the contract submits to the jurisdiction of the English courts.

Should any condition or part thereof become unenforceable for any reason whatsoever this shall be without prejudice to the remainder of that condition and all other conditions and part conditions.

The condition headings are inserted for convenience only and shall not effect the construction of these conditions.

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