

## **TN4 Solutions LTD Terms and Conditions**

TN4 Solutions LTD ("THE COMPANY") IS ONLY WILLING TO SUPPLY GOODS AND SERVICES UNDER THESE TRADING TERMS OR UNDER THESE TRADING TERMS WITH VARIATIONS AGREED BY THE COMPANY IN WRITING. These Conditions impose obligations on Purchasers to notify the Company of certain matters within the time limit stated and they limit the liability of the Company.

### **1: CREATION OF CONTRACT**

A quotation by the Company shall not constitute an offer and no contract shall be taken as formed, except by the Purchaser's order being accepted in writing by the Company or by delivery of goods.

### **2: CONDITIONS OF TRADING**

(a) The placing of an order by the Purchaser or the accepting of delivery or the collection of goods by the Purchaser shall be deemed to be unconditional acceptance by the Purchaser of these Conditions and its acknowledgement that they supersede, override and oust.

(i) all previous negotiations, representations or agreements between the parties

(ii) any other terms and conditions in any document or other communication used by the Company or Purchaser

(b) No variation or addition to these Conditions shall form part of any contract unless specifically accepted by the Company in writing

(c) Without the Company's written consent, no addition or variation to an order may be made by the Purchaser after the Company has accepted the order to which it relates.

Any purported addition or variation shall be treated as a separate order at the time it is made and priced accordingly.

(d) The construction validity and performance of all contracts shall be governed by the laws of England and any claim or dispute arising there from shall be subject to the non-exclusive jurisdiction of the English Courts.

### **3: PRICES**

Unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that the price stated is the net price for delivery in accordance with the contract and sold subject to these Conditions and shall be available for acceptance for 30 days from the date of the quotation. Thereafter, the Company will need to requote and if it does not do so, then it may still increase the stated price to reflect all or part of the increased costs suffered by the Company since the price was stated. Where any amendment or variation to these Conditions is agreed in writing by the Company, the price may also be increased.

### **4: PAYMENT**

(a) Payment shall be made in accordance with the payment terms contained in the relevant quotation. In the absence of such terms, payment shall be made within 14 days of delivery, or of the Purchaser being notified that the goods are ready for delivery should the Company so elect.

(b) The Company reserves the right at any time to require payment of the price before delivery of any goods.

(c) If the Purchaser shall fail to make payment in full, then (without prejudice to any other rights of the Company) it shall without any need for the Company to give notice, become liable to pay to the Company interest on the amount for the time being unpaid. This interest shall be calculated at 4 per cent base rate and 8% per day from time to time of NatWest Bank Plc, calculated from the date of due payment until the date of actual payment. It shall be payable after as well as before any judgment.

(d) If the Purchaser shall fail to make payment then:

(i) the Company shall be entitled to suspend without incurring any liability all or any other deliveries to be made under that or any other contract with the Purchaser. In such an event, the Purchaser shall not in any respect be released from its obligations to the Company under that or any such contract: or

(ii) instead of such suspension the Company shall be entitled to terminate the relevant contract or any other contract with the Purchaser in accordance with Condition 12 below and to claim damages from the Purchaser

(e) The Purchaser shall not, without the written agreement of the Company, be entitled to deduct or set off from any payment due pursuant hereto any claim for loss or expense alleged to have been incurred by the Purchaser by reason of any breach or failure to observe the provisions of this or any other contract by the Company and the Purchaser expressly waives any common law right to set off to which it may be entitled.

(f) Where carriage, packing or any other charges are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and treated as such

(g) The Company shall be entitled to sue for the price of the goods and such other charges whether or not title in such goods shall have passed to the Purchaser in accordance with Condition 7 below

### **5: CANCELLATION OF AGREED DATES**

In the event of the Purchaser having to cancel an agreed day for the provision of services, then a cancellation fee will, at the Company's sole discretion, be payable. If the cancellation occurs with less than 5 clear working days notice, then 90% of the fee will become due. If the cancellation occurs with less than 10 but more than 5

clear working days notice, then 50% of the fee will be due. The Company may, at its discretion, waive these fees if the consultant can be successfully re-booked for another client for the same time.

#### 6: LIABILITY FOR DELAYED DELIVERY OR FAILURE TO SUPPLY

- (a) Whilst the Company will use all reasonable endeavors to keep to any stated delivery dates or times of the day, it accepts no liability whatsoever for any damage or loss (including any consequential loss) resulting from delayed delivery unless:
  - (i) a delivery date or schedule has been agreed in writing; and
  - (ii) the Company has failed for at least 60 working days after the agreed date to make a delivery; and
  - (iii) the Purchaser has then given the Company at least 10 working days notice in writing of its intention to rescind the Contract or bring a claim and at the end of that period the goods have not been delivered.
- (b) In the event that a valid claim is notified to the Company in accordance with this Condition, the Company shall under no circumstances whatsoever have any liability to pay a Purchaser a sum greater than the price of the goods in respect of which failure to deliver is alleged.

#### 7: DELIVERY AND RISK

- (a) Risk shall pass when the goods are delivered to the Purchaser.
- (b) The Purchaser shall keep the goods fully insured against all risks normally insured against at least throughout the period between the risk therein passing to the Purchaser and the title therein ceasing to remain with the Company.

#### 8: TITLE TO GOODS

- (a) Notwithstanding delivery of the goods or of any documents relating to them, the Company will remain the sole and absolute owner of each item of the goods. Title shall not pass until payment in full has been made of:
  - (i) the price and any other sums payable in respect of the goods including interest; and
  - (ii) any other sums payable (whether due or not) for other goods previously or subsequently sold by the Company to the Purchaser and any other sums payable in respect of these other goods including interest
- (b) While it remains the owner, the Company shall be entitled by its employees or agents to enter upon or into any land buildings or vehicles where the goods or any of them are situated to retake possession of them. Upon request, the Purchaser shall notify the Company of the location of any such goods.

#### 9: CLAIMS FOR DEFECTIVE GOODS ETC

- (a) If the Purchaser has any reason to believe there is a defect of any nature in any of the goods supplied, it shall so notify the Company without delay and confirm the same in writing within 7 days
- (b) Insofar as the goods supplied have the benefit of a manufacturer's warranty or guarantee, the Company will use its reasonable endeavors to ensure the benefits thereof are available to the Purchaser. Otherwise no warranty or guarantee is provided by the Company except as expressly set out in these Conditions.
- (c) Under no circumstances shall the Company be liable to the Purchaser for any claim arising out of:
  - (i) any description, specification or other particulars relating to the goods or their suitability for any particular purpose or for use under specific conditions unless they form part of this contract. If the Purchaser intends that any such particulars form part of this Contract it must so notify the Company in writing. Such notification must be made prior to the goods being ordered and shall only apply to goods ordered after the Company has confirmed in writing to the Purchaser that the particulars are accepted
  - (ii) technical information, recommendations, statements or advice given by or on behalf of the Company relating to the methods of installing the goods.

#### 10: WARRANTY AND INDEMNITY AND LIMITS ON CLAIMS

- (a) In the event that the Company and the Purchaser have agreed in writing a performance specification for the goods, then the goods shall be capable of meeting the same without modification, or with modifications carried out efficiently and free of charge.
- (b) The nature of some of the goods supplied is such that they may, e.g. contain errors in the program which cause it not to always perform to specification. No warranty is given that the goods supplied will be totally free from such matters. The Company will use its reasonable endeavors to fix the same if details are provided to it in writing within 3 months of delivery.
- (c) The Company shall be under no liability:
  - (i) In respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal conditions of working or of use, failure to follow the Company's or manufacturer's instructions (whether oral or in writing) or misuse of the goods
  - (ii) If the total price for the goods has not been paid by the due date for payment
  - (iii) If the goods have been modified adjusted or in any way interfered with other than by an agent of the company
- (d) Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Statutory Rights of Consumers are not affected by these Conditions.

- (e) Any claim by the Purchaser which is based on the matters referred to in Condition 8 or 9 shall be notified in the manner and within the time limits set out therein and in the event that a valid claim is notified to the company in accordance with these Conditions, the Company shall deliver replacement goods free of charge or at the Company's sole discretion refund to the Purchaser the price of the goods.
- (f) Except as provided herein or in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract or any advice or assistance given relating to the goods or their handling installation use or disposal for any direct or consequential loss or damage (whether caused by negligence of the Company, its employees or agents or otherwise) which shall arise out of or in connection with the supply of the goods or their use or resale by the Purchaser, except as expressly provided in these Conditions.
- (g) The Purchaser shall indemnify the Company in respect of any claims, proceedings, liabilities, damages, costs and expenses of whatsoever nature made against or incurred by the Company and arising out of a failure by the Purchaser to observe the Company's or manufacturer's instructions (whether oral or in writing) relating in any way whatsoever to the goods.

#### 11: HEALTH AND SAFETY AT WORK

The Purchaser shall observe any health and safety instructions issued from time to time by the Company and shall be solely responsible for and shall keep the Company indemnified against any claims, liability damages costs and expenses arising directly or indirectly from use of the goods other than in accordance with such health and safety instructions and all and any statutory or similar requirements.

#### 12: FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by non-performance or delay in the performance of any of its obligations to the Purchaser due to act of God, war, civil disturbance, government action, strike, lock out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining materials, breakdown in machinery, fire or accident or any other causes whatsoever beyond the control of the Company. Should any such event occur, the Company reserves the right to cancel or suspend the contract with the Purchaser without incurring any liability for any loss or damage thereby caused.

#### 13: DEFAULT

- (a) If you are in default of any of your obligations under this or any other agreement with us or we have reason to believe you may be insolvent within the meaning given to that word in the Insolvency Act 1986 we may, without notice, terminate this contract and we shall be entitled to retain the whole of any payments made by you
- (b) In the event of any such termination, the Company shall in addition be exercising its rights to repossession of the goods including software be entitled by notice in writing to the Purchaser to declare (and there shall forthwith become) immediately due and payable any amounts outstanding from the Purchaser to the Company under this or any other contract