

GENERAL TERMS AND CONDITIONS

1. Definitions

In these conditions the following expressions shall have the following meanings:

- a) 'The Company' shall mean Computer Talk Limited, Company registration no. 2455861
- b) 'The Customer' shall mean the person, firm or company placing the order
- c) 'The Goods' shall mean any goods or materials or services described on the order

2. General

If the following conditions shall conflict or be inconsistent with the terms or conditions contained, incorporated or referred to in any document of the Customer, then these conditions shall prevail unless otherwise agreed in writing by the Company.

3. Quotations and Prices

The prices, quantities and delivery times stated in any quotation shall not be binding on the Company unless and until the Company has confirmed in writing its acceptance of an order placed by the Customer in accordance with the quotation. The Customer's order must be in writing and contain sufficient information to enable the Company to proceed. Verbal orders are not accepted.

The Company reserves the right to reasonably pass on increased costs after the date of the Company's acceptance of an order due to;

- a) Increased supply costs to the Company.
- b) Extra costs incurred as a result of the cancellation, alteration or rescheduling of orders due to the Customer's instructions or lack of instructions.
- c) Currency fluctuations, which increase the cost to the Company of materials or goods, imported into the United Kingdom.

All prices quoted exclude VAT and all other taxes. Carriage is charged extra unless otherwise specified.

4. Data Regarding Goods

Any data delivered to the Customer concerning the Goods is not to be considered binding and constitutes only an approximate guide. Specifications, drawings and other documents relating to the Goods remain the property of the Company and may not be transmitted to a third party without the Company's written consent. All such documents may be requested to be returned to the Company if no order is placed or any order is not accepted.

5. Packaging

The specification for packing the products shall be entirely at the discretion of the Company who shall have the right to pack all products in such a manner and with such materials and in such quantities as its absolute discretion thinks fit and shall not be obliged to comply with any packaging instructions or requests of the Customer.

6. Delivery and Risk

- a) The Customer shall be bound to accept delivery of the Goods by instalment and shall not be entitled to reject delivery or part delivery of the Goods ordered. Defects in quality or dimensions of all or part of the Goods in any instalment shall not be ground for cancellation of the remainder of the order.
- b) The Company shall be under no liability for direct or consequential loss of any kind in respect of delay of the consequences of any delay in full or part delivery or for any failure to deliver caused by the failure of the Company's suppliers to meet their delivery dates, acts of war, sabotage, insurrection, civil or other disorders, acts of an enemy state, acts of Government or local authority, judicial action, labour disputes and shortages, accident, fire, flood, explosions, storm or other acts of God, lack of fuels, raw materials or machinery or technical breakdown or by any other occurrence beyond the Company's reasonable control. This clause applies to any of these causes occurring either in the United Kingdom or in the country of origin of the Goods. In such an event the Company shall apportion its available products and delivery capabilities among its customers as it thinks fit.
- c) No order accepted by the Company can be cancelled or suspended by the Customer except with the consent of the Company in writing. The Company shall have no liability for any consequential loss caused by any cancellation or suspension of an order.
- d) Should delay in delivery be caused by the Customer, the Company may store the Goods at the sole risk and expense of the Customer and payment of the parts may at the Company's discretion be due on the date on which the consignment was ready for delivery.
- e) Unless acceptable specific instructions are received from the Customer, the Company shall select a suitable carrier for the Goods. Delivery of the Goods in good condition to such a carrier constitutes delivery to the Customer and the risk in the Goods shall pass to the Customer at this point. Any miss-delivery, breakage or other damage shall thereupon be the responsibility of the Customer who may also be responsible for obtaining and paying for insurance and carrying out negotiations in the event of loss, miss-delivery, breakage or other damage regardless of the fact that insurance may have been secured by the Company.

7. Property of the Goods

- a) The ownership of the Goods shall remain with the Company which reserves the right to dispose of the Goods until payment in full for all the Goods have been received by it in accordance with the terms of this contract.
- b) If payment is overdue in whole or in part, the Company may (without prejudice to any of its other rights) recover the Goods or any of them and resell them and may enter upon the Customer's premises by its servants or agents for that purpose.
- c) Payments shall be due immediately upon the commencement of any act or proceedings in which the Customer's solvency is involved.
- d) Until payment in full for all the Goods delivered to the Customer being received by the Company and if the Company so desires the Customer is required to store the Goods in such a way that they are clearly the property of the Company and further the Customer shall not without the express consent of the Company in writing be entitled to sell the Goods on and/or incorporate them in any other article and/or make use of them in any way.
- e) In the event that the Customer does sell the Goods, whether incorporated in another article or not, to a sub-purchaser in accordance with the preceding clause until payment in full has been made to the Company, that part of the proceeds of sale which represents the total payment due to the Company from the Customer for the Goods shall be kept separately by the Customer and belong to the Company and the Company shall have the right to trace the proceeds in accordance with the principles of re: Hallett's Estate 1880 13 CH.D 696.

8. Payments

- a) All orders are subject to credit approval before acceptance. Payments shall be made by Cheque, Bankers Draft or Bank Transfer in accordance with the terms stated on the proposal or quotation. If specific terms are not stated the default terms will apply of 30 days from the date of invoice without any deductions and the time within which the Customer is to pay for the Goods shall be of the essence of the contract. The Company reserves the right to make delivery or the acceptance of an order subject to immediate cash payment.
- b) Bill of Exchange, Bankers Drafts and Letters of Credit shall be accepted only by prior agreements in writing and the Customer will be liable for any discounting or bank charges incurred.
- c) If the Customer is in default in making payment, the Company may decline to make further deliveries without in any way affecting its rights under, or repudiating the contract. If despite any default by the Customer, the Company continues to supply Goods, this shall not constitute a waiver or in any way prejudice the Company's legal remedies for any defaults.
- d) If the Customer is in default in making payment, the Company shall without special notice and without prejudice to its right to claim further damages, be entitled to charge compound interest at the rate of 2% per calendar month for the period the amount is overdue.
- e) Should the financial position of the Customer deteriorate significantly before payment is due, the Company shall be entitled to demand immediate payment or security from the Customer. Provided that the financial position of the Customer shall be deemed to have deteriorated significantly if, but only if, any distress or execution shall be levied upon the Customer his property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if any distraintment order be made against him or if the Customer shall be a limited company any resolution or petition to wind up such company's business shall be presented otherwise than for a reconstruction or amalgamation or if a receiver of such company's undertakings or assets or any substantial part thereof shall be appointed or if any deed of assignment for a significant portion of such company's assets is entered into.
- f) The Customer shall notify the Company immediately on the occurrence of any of the events specified in the proviso to sub-clause (e) above.

9. Warranties

- a) The warranty period begins upon delivery of the goods. Please refer to the specific product details in relation to the length of the manufacturer's warranty period.
- b) Patent Defects and Incorrect Deliveries: The Customer shall inspect the Goods immediately on arrival thereof and shall within 14 days of their arrival give notice to the Company on any defect in the Goods or any other matter by reason whereof he alleges that the Goods are not in accordance with the contract. If the Customer fails to give such notice the Goods shall be deemed to be free of patent defects and in all respects in accordance with the contract and the Customer shall be bound to accept and pay for them accordingly. If the Customer gives such notice and the delivered Goods are proved to be defective, the Company shall at its own discretion replace or repair the Goods free of charge or refund the purchase price and the Customer shall have no further rights to damages or otherwise against the Company.
- c) The guarantee will not extend to faults caused by incorrect or inappropriate use or handling of the Goods, nor to any Goods which have been repaired or in any way altered without the consent of the Company in writing nor to any consequential loss of data, damage or expense howsoever arising.
- d) Goods returned to the Company under guarantee shall be returned at the Customer's expense and re-delivered to the Customer at the Customer's expense.
- e) In some cases security marking of items may affect warranty procedures. In such cases additional costs must be met by the customer.
- f) No other condition or warranty is made, given or to be implied as to the quality, life or wear of the Goods supplied or that they will be suitable for any particular use or for use under any particular conditions, notwithstanding that such purpose or condition may be known or made known to the Company.

10. Partial Invalidity

If and to the extent that any clause of these general terms and conditions of business shall prove invalid the remaining provisions and the contract shall remain valid and binding. Any invalid clauses shall be renegotiated with the intention of replacing such clauses by new provisions with similar economic implications. Such substituted provisions shall be binding on both parties.

11. General Data Protection Regulations

The terms data controller, data processor, personal data and processing shall be as defined in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and "Data" shall mean the personal data provided to Computer Talk. Data Protection Law means applicable data protection legislation implementing the General Data Protection Regulations 25th May 2018 and any amendments, revisions, re-enactments or consolidations thereof.

The Customer acknowledges that it is a data controller and that Computer Talk is a data processor.

Computer Talk shall

- a) use the Data only as is necessary to provide the goods and services ordered
- b) provide appropriate technical and organisational measures to protect the security of the Data
- c) take all reasonable steps to ensure the integrity of its staff who have access to the Data
- d) provide the Customer with such information as reasonably requested to satisfy itself that Computer Talk is complying with its obligations under Data Protection
- e) not cause or allow Data to be transferred to and/or otherwise processed in a non-compliant country without the Customer's prior written approval
- f) not transfer Data to, or permit the processing of Data by, any third party except: (i) with the Customer's prior consent (such consent not to be unreasonably withheld or delayed); and (ii) where the Customer has given such consent, Computer Talk has entered into a written contract with that third party under which the third party agrees to obligations that are equivalent to Computer Talk's obligations
- g) at any time upon request, and in any event upon termination, completion or expiry of services securely delete or destroy all Data in Computer Talk's possession (except for Personal Data which it is required to keep in compliance with Applicable Law and/or Data Protection Laws)
- h) provide all assistance reasonably requested by the Customer in undertaking any data protection impact assessments and consultation with a supervisory authority that the Customer may reasonably decide to undertake
- i) ensure its employees are subject to binding obligations of confidentiality in respect of Data processed in accordance with their duties
- j) not disclose any information about, or in connection with, any unauthorised or unlawful processing or accidental loss or destruction of, or damage to, Data, other than: (i) to the Customer, (ii) with the Customer's express prior written approval; or (iii) as required to be disclosed by Applicable Law.

Computer Talk will use its reasonable commercial endeavours to ensure that all Employees and any sub-processors who have access to Data relating to our services to comply with these terms.

The Customer acknowledges that Computer Talk may use services and/or products from third parties to provide the services and that, in doing so Computer Talk may transfer Data to such third parties.

Computer Talk may also use the Data in accordance with its Privacy Policy which can be found at www.computertalk.co.uk/privacy-policy.

12. Waiver

The failure of the Company to insist upon strict performance in any of the terms and conditions stated herein shall not be considered a continuing waiver of any such term or condition or of any other terms and conditions.

13. Losses

Computer Talk and/or its subcontractors are not liable for losses of any kind however caused, except for personal injury or physical property damage caused by the sole neglect of Computer Talk and/or its subcontractors. It is the responsibility of the Customer to indemnify and hold Computer Talk and/or its subcontractors harmless from and against any claim for loss, costs or damages arising. Customers are entirely responsible for the security and back-up of their data. Computer Talk cannot be held responsible in any way for loss of data or a resulting loss of business or money.

14. Proper Law

The contract shall in all respects be construed and operate in accordance with English Law and the Company and the Customer hereby submit to the non-exclusive jurisdiction of the English Courts.

Please note that all Computer Talk policies and terms and Conditions are reviewed from time to time and therefore subject to change without notice. Copies are available on our web site.