

ISSB LTD – STANDARD CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Buyer" means the person who buys or agrees to buy the Product/Service, from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller
- 1.3 "Delivery date" means the date specified by the Seller when the products are ready for use.
- 1.4 "Products" means those goods specified.
- 1.5 "Price" means the price for the Products/Service excluding carriage, packing, insurance and VAT.
- 1.6 "Seller" means ISSB Ltd
- 1.7 "Consumer" shall bear the meaning ascribed in Section 9 Unfair Contract Terms Act 1977.
- 1.8 The Client in this document refers to all customers using any services of ISSB Ltd.

2. CONDITIONS APPLICABLE

- 2.1 The Seller shall sell and the Buyer shall purchase the product/services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or is purported to be made, by the Buyer.
- 2.2 Any variations in these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller, acting by it's Chief Executive or some other person authorised in writing by him.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.4 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.
- 2.5 The Company shall have no liability to the Client for loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete inaccurate illegible out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.
- 2.6 The Company shall be entitled to vary its prices from time to time without prior notice and the current prices shall be published at all times at the Company's Internet Site.
- 2.7 All confidential information of the Client or of the Client's customers disclosed to the Company shall be regarded as disclosed in confidence and shall be used in connection with the affairs of the Client and not be passed on to third party and/or in any way be made use of by the Company at any time either during or after the termination of this agreement save with consent or which comes into the public domain (otherwise than through the unauthorized disclosure by the Company).
- 2.8 The Client shall promptly notify the Company if it becomes aware of a breach of confidence and shall give the Company all reasonable assistance in connection with any proceedings the Company may institute against a third party at the Company's expense.
- 2.9 Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.
- 2.10 If either the Company or the Client is unable or if it is impracticable, to perform any of its obligations under these conditions due to circumstances beyond its control it shall immediately give notice to the other party in writing and indicate what steps (if any) are being taken to remedial.

3 THE PRICE AND PAYMENT

- 3.1 Save as provided otherwise herein the Price shall be that as stipulated in the Seller's quotation at date of the acceptance for the Products/Services. VAT shall be due at the rate ruling the date of the Seller's invoice other than where the Buyer acts as a Consumer. Any event of any increase in the cost to the Seller of resources, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the price payable under the contract upon written notice.
- 3.2 Payment of the price and VAT shall be due within 14 days of the delivery of the Products/Services. . The Buyer will pay the price in full without discount (except any discount allowed by these terms) deductions, set off or abatement on any ground. Interest on overdue invoices shall accrue from the date when payment become, due from day to day until the date of payment at a rate of 2% above the Bank of England's base rate from time to time in force and shall accrue at such a rate after as well as before judgement.

4. THE PRODUCTS/SERVICES

- 4.1 The quantity and description of the Products/Services shall be set out in the Seller's quotation.
- 4.2 The Seller may make any changes in the specification of the Products/Services which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products/Services are supplied to the Seller's specification.
No order that has been accepted by the Seller may be cancelled by the buyer save with the agreement in writing of the Seller and in terms that the buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of labour and resources used), damages, charges and expenses reasonably incurred by the Seller as a result of cancellation.

5 DELIVERY OF THE PRODUCTS/SERVICES

- 5.1 Delivery of the Products/Services shall be made by the Seller notifying the Buyer that the Product/Service is available for use.
- 5.2 The Seller shall use its reasonable endeavours to meet any date stated for delivery.
In any event time of delivery shall not be of the essence.
The Seller shall not be liable for any delay in delivery howsoever caused.

6 ACCEPTANCE OF THE PRODUCTS/SERVICES

Other than where the Buyer acts as a consumer the Buyer shall be deemed to have accepted the Products/Services 5 working days of delivery to the Buyer.

After acceptance the Buyer shall not be entitled to reject Products/Services which are not in accordance with the contract.

7 INSOLVENCY OF BUYER

7.1 This clause applies if:

7.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or

7.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or

7.1.3 The Buyer ceases, or threatens to cease, to carry on business, or

7.1.4 The Seller reasonably apprehends, that any, of the events mentioned above is to occur in relation to the Buyer and notifies the Buyer accordingly.

7.2 If the Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Products/Services have been delivered but not paid for the price shall become, immediately due and payable that despite any previous arrangement or agreement to the contrary.

8 GENERAL

8.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and the party shall be entitled to a reasonable extension of time for the performance of its obligations.

8.2 Any notice required or permitted to be given by either party to the other under the conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

8.3 Each party agrees to treat as conditional and not to divulge to any third party without prior written consent of the other, details of the other's business operations, proprietary rights and techniques, contemplated new products/services and customer lists. This obligation does not relate to information which is or becomes public knowledge through no fault of either party or has been properly obtained from a third party lawfully entitled to possess the information.

9.1. HEADINGS

The headings of the Clauses in these conditions are intended for reference and will not affect the construction of these conditions.

9.2 PAYMENTS

If the Buyer fails to make any payments in accordance with the terms and provisions hereof the Seller, in addition to its other rights and remedies but not in limitation thereof at its opinion may defer deliveries hereunder or under any other Contract with the Buyer except upon receipt of satisfactory security or of cash before such deliveries resume.

9.3 CONSEQUENTIAL LOSS

The Seller shall not be liable for any cost claims damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits income or accrual or loss of such Profits income production or accruals or by reference to accrual of such cost claims damages or expenses on a time basis, to the fullest extent of the law.

9.4 REPRESENTATIONS

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

9.5 FORCE MAJEURE

The Seller shall be intitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in production, obtaining or delivering the products/services by normal routes or means of delivery through circumstances beyond its control including but not limited to strikes, lock outs, accidents, war, fire, reduction in or availability of power at the Sellers premises.

9.6 ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyers instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

9.7 RIGHT OF PARTIAL REJECTION LIMITED

Section 35 (A) of the Sale of Goods Act 1979 (as amended) shall not apply (there shall be no right to partial rejection.)

9.8 TERMS TO BE APPLIED WHERE THE BUYER DOES NOT ACT AS A CONSUMER

Where the Buyer acts other than as a consumer, for the purposes of Section 35 (2) of the Sale of Goods Act 1979 (as amended) the reasonable opportunity of examining the product/service delivered under the Contract shall be five days upon delivery and section 15 (A) of the Sale of Goods Act 1979 (as amended) shall apply.

10 PROPER LAW OF CONTRACT

This Contract shall be governed by the law of England and Wales and any dispute, question or remedy howsoever arising shall be determined by the courts of England and Wales.