



## TERMS & CONDITIONS OF SALE

### 1. TERMS OF TRADING

It is agreed that the buyer will buy and Discovery Cabling Solutions Ltd, hereinafter known as the Company, will sell and both will abide by the terms of this agreement.

### 2. TERMS OF PAYMENT

Strictly nett 30 days end of month. Any account outstanding outside our credit terms of reference will be passed to our credit control department Daniels Silverman & Associates

- a. All goods and service/repair parts supplied shall remain the property of the Company until paid for in full the customer shall remain the bailee only until payment is made. In the event of non-payment, the Company shall be entitled, immediately after giving notice of its intention to re-possess, to enter upon the premises of the buyer and re-possess any goods or products to which it holds title.
- b. Nothing in this condition shall confer a right upon the Buyer to return the goods sold there under or to delay payment thereof, unless agreed in writing by the Company.
- c. Any damage caused by the Company's employees, servants or agents during re-possession shall be the liability of the Buyer.

### 3. INSTALLATION

- a. The Buyer will accept liability for the safe keeping of goods delivered to his premises by or on behalf of the Company and should ensure these are covered by insurance.
- b. Every care is taken in the installation of equipment and during inspection of Buyer's premises and the Company accept responsibility for claims resulting from damage thereby to Buyer's property, buildings, fitting, furnishings etc. up to an amount not exceeding the quoted cost of such installation excluding VAT. Necessary works needed to carry out the installation is excluded.

### 4. PRICES

- a. All quotations are valid for a Period of 30 days, otherwise prices are subject to those ruling on the date of delivery. All quotations are based on normal working hours of 09:00 to 17:30 Monday to Friday. For the purposes of a quotation, it is assumed that access to the Buyer's premises will be available to the employees of the Company during normal working hours. If such employees are prevented from completing the installation due to the closure of such premises, the Company reserve the right to make an additional charge for the additional time involved.

### 5. ADDITIONAL WORK

- a. Where the quotation includes installation, this has been priced according to the standard installation practices and procedures of the Company.
- b. The cost of any variation in such practices and procedures or any additional work required by the Buyer shall be treated as an increase in the price quoted for which an additional estimate will be given at the request of the Buyer.
- c. In the event of delays arising in the completion of installation, due to stoppage or delays on the part of a contractor or sub-contractor engaged by or on behalf of the Buyer, the Company reserves the right to make an additional charge for the additional time involved unless otherwise agreed in writing.

### 6. DELIVERY

The Company will make every effort to effect delivery as soon after receipt of an order as is possible but cannot accept any responsibility whatsoever for delays arising in connection with any installation.

### 7. LIABILITY

- a. The Company undertake to ensure that all materials are of good quality and accord with specifications. Any fault arising as a result of a defect in the equipment supplied must be notified to the Company in writing. (See section 9) The Company limits liability for such a defect to replacement of or making good such defective equipment.  
Where repaired or reconditioned are used, these will perform as new items and carry a twelve-month warranty according to European Law.
- b. The company does not accept liability for any consequential loss or damage arising from any defect or failure to perform and it shall be the Buyer's responsibility to insure the premises and all property and persons in or on the premises against all risks.
- c. The Company will not be liable for any consequential damage or expenses or liability to third parties incurred by the Buyer.
- d. The Buyer will indemnify the Company against any third party claim(s), and costs arising out of the subject matter of this agreement.



8. SECURITY SEALS

- a. Where Security seals are fitted to the any equipment the Buyer should check these are intact before switching the system on.
- b. Where seals are found to be broken the Company reserves the right to carry out a full mechanical and electrical check of the installation at the buyers expense before fitting new seals to the system.
- c. There will be no liability on the Company for a system that fails to perform where security seals are broken.

9. WARRANTY

- a. During a period of 12 months following the date of completion of the installation the Company undertake to replace, free of charge, any defective equipment fitted by the Company with the following exceptions. Equipment damaged by abuse, misuse or vandalism is excluded. Remedial work will be carried out during normal working hours. Work outside these times will be chargeable at a rate to be quoted by the Company.
- b. It is the Buyer's responsibility to report to the Company by telephone in the first instance and confirm in writing within 24 hours, any malfunction of the system.

10. VARIATIONS

- a. No variation or cancellation of these terms and conditions shall be binding unless in writing, signed on behalf of the Company by a Director. In the light of changing technology the Company reserves the right to alter its terms and conditions. Parties subject to a current contract will be offered the opportunity to accept the new terms and conditions or to remain on the existing terms and conditions for the duration of the contract.
- b. In the event of the unavailability of the quoted items, the Company reserves the right to substitute goods of similar quality.

11. WAYLEAVES

The Buyer will be responsible for obtaining all wayleaves that may be necessary to install the equipment to the requirements of the Company and the satisfaction of the Buyer.

12. MAINTENANCE

- a. Any work, alterations or additions carried out to the system by other than our appointed operatives will render all warranties null and void.
- b. Where recording tapes are used, these must be of a make and type recommended by the Company. The Company will have no liability for damage caused to the recording equipment caused by the use of inferior media.

13. DATA PROTECTION ACT 1984

Personal data supplied as part of this contract may be held on and or verified by reference to information already held on computer.

Nothing in these terms-and conditions will alter your statutory rights

Copies of current Terms and Conditions are available on application.

Discovery Cabling Solutions Ltd 2002

Accepted by the customer: ..... Position .....

Accepted for D.C.S .....Position .....