



TERMS & CONDITIONS OF SALE.

1. DEFINITIONS.

In these conditions the following words will have the following meanings:

"The Company" means Insight (UK) Ltd.

"The Customer" means the individual, firm, company or other party with whom the company contracts.

"Goods" means the goods to be supplied by the Company to the Customer pursuant to contract.

"Contract" means the Contract between the Company and the Customer for the supply of Goods made pursuant to these conditions

2. CONTRACT TERMS VARIATIONS AND REPRESENTATIONS.

- (a) No order pursuant to any quotation or otherwise shall be binding on the company unless and until such order is accepted by the Company. Any contract made between the Company and the Customer shall be subject to these conditions and except as otherwise stated no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such representation or contract will bind the Company only if in writing and signed by a Director.
- (b) Unless otherwise agreed in writing by the Company these conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in their order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
- (c) Any general description contained in the Company's catalogues or other advertising material shall not form a representation or be part of the contract.
- (d) Where the Company has not given a written acknowledgement of the customer's order these conditions will nonetheless apply to the terms and conditions provided that the Customer has had prior notice of them.
- (e) The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.

3. SPECIFICATION INSTRUCTIONS OR DESIGN.

If goods are made to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then:

- (a) The suitability and accuracy of that specification, instruction or design will be the Customer's responsibility and
- (b) The customer will indemnify the Company against any infringement of any third party's intelligent property rights, including but not limited to patent, design right, registered design, trademark, trade name or copyright and any loss, damage or expense which may incur by reason of any such infringement or alleged in any country and
- (c) The Customer will indemnify the Company against any loss, damage or expense in respect to any liability arising in any country by reason of the goods being made to such a specification, instruction or design.

4. QUOTATIONS AND PRICES.

- (a) The Company shall be entitled to increase its prices at any time to take into account any increase in the cost to the Company of purchasing any goods or materials or manufacturing working on or supplying any goods (including but not limited to any such increase arising from any error or inadequacy in any specification, instructions or design provided by the Customer, any modification carried out by the Company at the Customer's request or any change in exchange rates) and such increased prices ruling at the date of dispatch by the Company shall be substituted for the previous contract price.
- (b) All prices quoted are exclusive of VAT and the Customer shall pay any and all taxes, duties and other Government charges payable in respect of the goods.

5. DELIVERY.

- (a) Unless otherwise agreed in writing by the Company
- (1) The Company shall deliver the goods by the means most convenient to the Company to the address or addresses specified by the Customer at the time of placing his order or (in the event that the Customer fails to specify an address) to any address at which the Customer resides or carries on business.
- (2) The Company shall be entitled to add to the contract price an agreed charge for special delivery arrangements.
- (b) If the Contract requires the Customer to take delivery of the goods at the Company's premises
- (1) For the purposes of this sub-clause "The Goods" shall mean the whole or any instalment of the goods and the "collection date" shall mean the date on which the goods are or will be ready for delivery.
- (2) The Company shall notify the Customer of the collection date and the Customer shall take delivery of the goods within 7 days of the collection date.
- (c) Should the Company be delayed in or prevented from making delivery of the goods due to any cause whatsoever beyond reasonable control; of the Company, the Company shall be at liberty to terminate the Contract or suspend the order placed by the Customer without incurring any liability for any loss or damage arising there from, but without prejudice in any such case to rights accrued to the Company in respect of deliveries already made.
- (d) While the Company will endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Company will not be liable for any failure to deliver by such a date or within such a period. Time for delivery shall not be of the essence of the Contract. Moreover, the Company shall be entitled to defer delivery until any monies due from the Customer have been received.

6. RISK IN THE GOODS.

The risk in the goods that the Company agrees to supply shall pass to the Customer on delivery. Delivery shall be deemed to be complete before off-loading or (in the case of delivery at the Company's premises) loading of the goods.

7. PAYMENT.

- (a) Unless otherwise agreed by the Company payment for the goods shall be made by the Customer in full not later than 30 days following the date of the invoice issued by the Company.
- (b) Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company. Compound interest will be payable on all overdue accounts at 8% above the prevailing Bank of England base rate per annum.

8. FAILURE TO PAY, CANCELLATION OR DEFERMENT.

- (a) For the purposes of this clause "an intervening event" shall mean any such event as described in sub-clause (c) hereof.
- (b) If there shall be an intervening event the Company may, within a reasonable time thereafter, defer or cancel any further deliveries of goods, stop any goods in transit and treat the Contract of which these conditions form part of terminated, but without prejudice to its rights to the full purchase price for goods delivered and damages for any loss suffered in consequence of such termination
- (c) An intervening event shall be any of the following:
 - (1) Failure by the Customer to make any payment when it becomes due.
 - (2) Breach by the customer of any of the terms or conditions in contract.
 - (3) The customer's proposal for or entry into any composition or arrangement with creditors.
 - (4) The prevention against the Customer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process.
 - (5) The appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the Customer.
 - (6) The Company forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay his, her or its' debts (adopting in the case of a company, the definition of that item set out in section 123 of the insolvency act 1986).
- (d) Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a Director.
- (e) Any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of, any goods will be payable by the Customer forthwith on demand.



9. WARRANTIES

- (a) Subject to clause 9(b) the Company warrant to the Customer that:
 - (1) The goods will comply with any description performance or specification which the Company has agreed in writing will form part of this contract in the relation to the supply of such goods and;
 - (2) The goods will for a period of 12 months from delivery be free from defects in or arising from faulty or incorrect design, workmanship, parts or materials.
- (b) The warranty in clause 9(a) will not apply and the Company will have no liability to the Customer whatsoever in the following circumstances:
 - (1) In respect of any defect in the goods arising from any specification, instruction or design supplied by the Customer, or
 - (2) In respect of any defect arising from wear and tear, wilful or accidental damage, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) or misuse; or
 - (3) If the total price of the goods has not been paid by the due date for payment.
- (c) The Customer will inspect the goods upon delivery and will notify the Company in writing within 3 working days following the delivery if the goods have been damaged in transit, or if the incorrect quantity or specification of goods has been delivered. Provided the Company is notified of such damage or incorrect delivery within 3 working days and provided that the Company is satisfied that such damage occurred prior to the risk in the goods passing to the Customer or that the incorrect delivery has been made then it will at its cost either (at its' discretion), replace or repair such goods but will have no further liability to the Customer whatsoever. The Company will not be required to replace or repair such goods if notification of the damage or incorrect delivery is not received within the 3 working day period.
- (d) Subject to clause 9(c) the Customer will notify the Company as soon as reasonably practicable investigate any alleged breach of the warranties in clause 9(a) and will allow the Company's' servants or agents access to its' premises to inspect the goods and if necessary to take such goods or part thereof away from the premises for further testing.
- (e) Provided that the Customer complies with the clause with clause 9(d) the Company will as soon as reasonably practicable investigate any alleged breach of warranty and if satisfied that a beach of warranty has occurred shall remedy the same free of charge by either (at its absolute discretion):
 - (1) Carrying out such repairs, modifications and alterations to the goods as may be necessary; and/or
 - (2) Replacing the goods or any component parts.
- (f) Subject to clause 10(c) the Company will have no other or further liability to the Customer whatsoever and whether for breach of contract, negligence or otherwise in respect to any loss or damage sustained by the Customer arising from or in connection with any failure of the goods to comply with the terms of clause 9(a)
- (g) Where the Company agrees to repair or replace goods in accordance with the foregoing provisions of this clause or otherwise than any time specified for delivery under the Contract will be extended for such period as the Company may reasonably require.
- (h) Subject to the foregoing and with the exception of the conditions and warranties implied by section 12 of the sale of goods act 1979 all conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the goods are hereby excluded.

10. LIMITATION OF LIABILITY.

- (a) The following provisions set out the Company's' entire liability (including any liability for the acts and omissions of its' employees or agents) to the Customer in respect of:
 - (1) In breach of its' contractual obligations arising under this agreement.
 - (2) Any tortuous act or omission including negligence arising under or in connection with this contract.
- (b) Any act or omission on the part of the Company or its' employees or agents falling within clause 10(a) shall for the purposes of this clause 10 be known as the "Event of Default".
- (c) Subject to clause 10(f) the Company's' liability to the Customer for:
 - (1) Death or injury resulting from its' negligence or the negligence of it's' employees or agents; or
 - (2) Accidental damage to the tangible property of the Customer resulting from its' negligence of its' employees or agents; or
 - (3) Any changes suffered by the Purchaser as a result of the implied statutory undertakings as to title quiet possession and freedom for encumbrances shall not be limited.
- (d) Subject to the provisions in clause 10(c) and 10(e) the Company's' entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total price payable by the Customer to the Company for the supply of goods under the contract.
- (e) Clause 10(d) will not apply in relation to any failure by the Company to supply goods that comply with the terms of clause 9(a). In this case the Company's' liability will be limited as set out in clause 9.
- (f) The Company shall not be liable to the Customer in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought about by a third party) even if such loss reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.
- (g) If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Contract.
- (h) Nothing in these conditions will exclude or restrict any liability that the Company may have by virtue of the Consumer Protection Act 1987.

11. RETENTION OF TITLE.

- (a) The following provisions shall apply to all goods that under the contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the contract shall prejudice, limit or extinguish the Company's' rights under this paragraph.
 - (1) Upon delivery of the goods the Customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time as the Customer has paid to the Company and the Company shall have cleared funds for the full purchase price thereof. Until such time the Company shall be entitled to recover the goods or any part thereof and for the purpose of exercising such rights the Customer hereby grants a license to the Company its' employees and agents with appropriate transport to enter upon the Customers Premises and any other location where the goods are situated and remove the goods.
 - (2) The Customer is hereby granted a licence by the Company to incorporate the goods in any other products.
 - (3) The licence granted under sub-clause (1) hereof shall extend from detaching the goods from any property to which they are attached or into which they have been incorporated or any other products or goods to which they have been attached pursuant to the licence granted under sub-clause (2).
 - (4) The Customer is hereby licensed to agree to sell on the goods or any products incorporating any of them on condition that the Customer shall inform its' Customer of the provisions of sub-clauses (1) – (3) hereof. The Customer acts as the Company's' bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of sale, and whether or not payment has become due under clause 7 hereof remit to the Company the full purchase price of the goods sold on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.
 - (5) The Customer shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risk therein passes to him. In the event of any loss or damage occurring while the goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies, remit to the Company the full purchase price of the goods lost or damaged less any part thereof which has already been paid until such amount has been so remitted shall hold such amount as trustee and agent for the Company. For the avoidance of doubt the provisions in this sub-clause do not affect the Customers obligations under clause 7 hereof.
 - (6) The licences granted under sub-clause (2) and (3) above shall terminate forthwith at any time upon notice by the Company to the Customer.

12. USE AND SAFE HANDLING.

The Customer warrants that it will pass on to all third parties to whom it may supply the goods or any of them information as to use and safe handling of such goods as may have been provided to the Customer by the Company.

13. GENERAL.

- (a) The proper law of all contracts with the Company shall be Scottish law that shall govern in all respects the construction and effect of such contracts and of these conditions. The Customer agrees that in the event of any such dispute arising out of the contract or the performance thereof it will submit to the jurisdiction of the Scottish Court.
- (b) The headings to the paragraphs of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
- (c) If any provision of these conditions is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- (d) Failure by the Company to enforce strict compliance with these conditions by the Customer will not constitute a waiver of any of the provisions of these conditions.
- (e) Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.