

General

All orders are accepted by UK Bits Ltd and/or its associated companies under these terms and conditions of sale.

All descriptions and illustrations within any documentation produced by UK Bits Ltd and/or its associated companies or for and on behalf of UK Bits Ltd and/or its associated companies, or any price list or otherwise communicated to the customer are intended merely to present a general idea of the products, and nothing contained in any of these documents shall form any part of the contract between UK Bits Ltd and/or its associated companies and the customer. These terms and conditions can only be varied with the prior written consent of UK Bits Ltd and/or its associated companies.

Prices

All prices quoted exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of invoice. Whilst every effort will be made to maintain quoted prices communicated to the customer, UK Bits Ltd and/or its associated companies reserve the right to effect changes without prior notice at any time before despatch.

Ordering

Orders are completed to the customer's exact requirements. We do not substitute products unless instructed to do so by the customer or unless the product is unavailable. UK Bits Ltd and/or its associated companies hold a back order system for out of stock items. Orders will not be cancelled without prior notification by the customer.

Delivery

All orders are subject to a minimum delivery charge of £5.00. Delivery will normally be made to the customers trading address unless otherwise stated by the customer.

Transit Delays, Non Delivery and Inspection

In no circumstances shall UK Bits Ltd and/or its associated companies be liable to compensate the customer in damages or otherwise for non-delivery or late delivery of the goods for whatever reason, or for any loss incurred, consequential or otherwise arising from non-delivery or late delivery.

Advice should be made in writing, regarding non-delivery, damages or discrepancies within 10 days of date of invoice. Carriers notes must be endorsed 'unexamined' otherwise no claim can be entered in to. Parcels received in a damaged condition must be refused. We cannot accept any responsibility unless the above conditions are met.

Warranty

UK Bits Ltd and/or its associated companies warrant that it will at its own discretion, replace, repair or refund the purchase price of any product supplied by UK Bits Ltd and/or its associated companies in which under normal and proper use defects appear. This is subject to the manufacturers warranty and terms and conditions being satisfied. This is also subject to a claim being made in writing to UK Bits Ltd and/or its associated companies within 12 months of the date of invoice or such other period as may be indicated by UK Bits Ltd and/or its associated companies for specific products from time to time, provided that the products are returned to UK Bits Ltd and/or its associated companies within that period in their original packaging and carriage paid.

Where any product is purchased as a 2nd user item, the standard warranty period will be 1 month unless stated otherwise.

Passing of Property and Risk

The risk of loss or damage to the products shall pass to the customer at the time of delivery. The property in the products shall not pass to the customer until all sums that are due or are owing to UK Bits Ltd and/or its associated companies on the full price of the goods and the full price for any other goods on any account have been paid in full.

If payment of the price of the goods or any part of it is overdue, or if it appears to UK Bits Ltd and/or its associated companies that the customer is or may be insolvent, then UK Bits Ltd and/or its associated companies may require the customer to return the goods to UK Bits Ltd and/or its associated companies. If the customer fails to do so immediately, the customer shall permit UK Bits Ltd and/or its associated companies to recover and resell the goods, and by its servants or agents enter upon the customers premises (or such other premises where the goods are stored or situated) for that purpose.

Product and Availability Information

All product specifications provided in any documentation supplied by UK Bits Ltd and/or its associated companies are given in good faith and to the best of UK Bits Ltd and/or its associated companies knowledge and therefore does not constitute a guarantee.

Recruitment of Employees

The Client shall not offer direct employment to any employee of UK Bits Ltd and/or its associated companies within 6 months of the employee leaving the employment of UK Bits Ltd and/or its associated companies. If such an employee

accepts such an offer of employment with the client other than as a result of a relevant bona fide employment advertisement in the national or trade press, the new employing party will pay the equivalent of six months salary for that member of staff.

Payment, New Accounts and Termination

For product purchases, payment in full is due within 30 days of the invoice date. Additional credit may be denied to those accounts whose balances are not paid within 30 days. UK Bits Ltd and/or its associated companies reserves the right to charge interest at the rate of 1.5% per month on all balances not paid within the terms stated above.

All accounts not paid within 90 days of the invoice date will be passed to our solicitors for further action and the defaulter will be responsible for paying any collection costs and legal fees.

New customers wishing to open accounts are required to provide UK Bits Ltd and/or its associated companies with their bankers' name and two trade references and complete UK Bits Ltd and/or its associated companies credit account application form. Initial orders for goods required must be made by cheque or cash with order until a credit rating has been established. Credit terms are available subject to satisfactory references and a completed credit application form. Credit terms are strictly 30 days. No further goods can be despatched before payment is made on overdue invoices. Where credit terms are extended, the director/s / partners of the customer personally guarantee any outstanding balance.

Payment of support contracts is required in advance of the support period to be covered.

Customers receiving support on a contractual basis must provide a minimum of one full calendar month's notice prior to termination of the agreement.

Returns

No goods can be returned without UK Bits Ltd and/or its associated companies prior consent. Subject to UK Bits Ltd and its associated companies prior consent being obtained, goods must be returned direct to UK Bits Ltd and/or its associated companies and not given to a representative unless authorised by UK Bits Ltd and/or its associated companies. All goods returned are to be accompanied by a returns note stating:

Name and address of sender
Date and invoice number of goods
Reason for returning goods
Nature of fault

All goods must be returned in their original packaging and in a resalable condition. A restocking fee of up to 25% of the order value may be charged on all goods returned. (A minimum restocking fee of £15.00 will be charged on all returns).

Order Cancellations

Cancellations or part cancellations of any order can only be accepted after prior notification and agreement with UK Bits Ltd and/or its associated companies.

Copyrights and Patents

All products offered for resale by UK Bits Ltd and/or its associated companies are subject to any patent, trademark, registered design or copyright or other right of any person.

Liability

There shall be no conditions of warranty expressed or implied binding on UK Bits Ltd and/or its associated companies as to the quality of the goods supplied nor that they will be suitable for any particular purpose or for use under any specific conditions. Under no circumstances whatsoever, will any liability be accepted for damages, third party expenses or consequential loss arising in connection with any goods or material of any description supplied by UK Bits Ltd and/or its associated companies.

Specific Conditions of Sale

UK Bits Ltd and/or its associated companies reserve the right to decline to trade with any company or person. In the event that UK Bits Ltd and/or its associated companies declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.