

BARKERS INTERNATIONAL COMMUNICATIONS LTD. - STANDARD TERMS AND CONDITIONS OF BUSINESS

Barker House, Barkers Lane, Bedford, MK41 9TR, +44 1234 327772, www.barkers-int.co.uk, Co. Reg. 826661, VAT No. 197 0127 57

1. DEFINITIONS

'the Company' - Barkers International Communications Ltd. Company registration number 826661
'the Purchaser' - the person, or company to be supplied with the goods or services by the Company.
'the Goods or Services' - materials, labour or other items to be supplied pursuant to the Contract.
'the Contract' - the contract for sale and purchase of the Goods or Services between the Company and the Purchaser.

2. SCOPE

These conditions apply to sales of Goods and Services by the Company and shall prevail over any inconsistent terms or conditions or referred to in the Purchaser's order in correspondence or elsewhere unless specifically agreed to in writing by the Company, any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. ACCEPTANCE OF ORDER

a) Quotations are valid for a period of 8 weeks and are deemed an invitation to treat only. No order shall be binding upon the Company unless the Purchaser has confirmed such order. Contracts cannot be varied, rescinded or determined otherwise than upon terms expressly agreed by the Company and the Purchaser.
b) Orders can only be accepted by telephone if the purchaser quotes an official Order Number. A telephone order must be confirmed in writing and the Purchaser must mark such written Order with any confirmation reference given by the Company.

4. DELIVERY

a) Any delivery or installation date in the Contract is given in good faith. Delay shall not be a breach of term, condition or warranty whether express or implied. Neither shall the Purchaser be entitled to cancel any Contract or to any rights to damages whether liquidated or non-liquidated or compensation for any loss by reason of or in consequence of such delay.
b) Delivery shall be ex-works and at the Purchaser's premises. Carriage will be arranged at the request and expense of the Purchaser. The Purchaser shall inspect and test the Goods within 7 days and shall give notice in writing of any damage, shortage or any other matter where the Goods are not in accordance with the Contract. Failure by the Purchaser to give notice within the time specified above shall bar any claim in respect of the Goods whatsoever, the Goods being deemed to have been accepted.
c) The company reserves the right to deliver in more than one consignment and to invoice each consignment separately unless instructed otherwise in writing by the purchaser.

5. PRICES

a) Unless the prices quoted are stated as fixed the prices payable for the Goods and Services shall be those charged by the Company at the time of dispatch. The Company shall have the right at any time to revise the quoted prices to take account of increases in costs.
b) Quoted prices are ex-works and are exclusive of V.A.T. packing and delivery.

6. TERMS OF PAYMENT

a) Subject to Condition e) below, payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set off within 30 calendar days of the date of the invoice.
b) Any extension of credit allowed to the Purchaser may be changed or withdrawn at any time.
c) The Company shall have the right to charge interest on overdue accounts at the appropriate rate, pursuant to the Late Payment of Commercial Debts (Interest) Act, above the Barclays Bank plc base rate from time to time to run from the due date for payment thereof until receipt by the Company of the full amount whether before or after judgment.
d) Should the credit worthiness of the Purchaser have deteriorated prior to delivery the Company may require full or partial payment, or the security for payment by the Purchaser in a form acceptable to the Company.
e) Where the purchaser is resident outside the United Kingdom, unless otherwise agreed, the price of the Goods or Services shall be secured by an irrevocable letter of credit, confirmed by a United Kingdom bank acceptable to the Company.
f) Prospective customers wishing to open a credit account are requested to submit two trade and one banker's reference. Delivery will not be made unless Payment in full has been received with the Order or payment has been made against a pro forma invoice.

7. CANCELLATION AND RETURNED GOODS

a) No cancellation or amendment of an order will be accepted where goods have been specifically ordered or purchased by the Company to meet the Purchaser's requirement.
b) Returns are permitted without the Company's previous consent in writing. If the Company agrees to accept the returns they must be returned at the Purchaser's expense in original condition within 30 days and must be accompanied with the full reason for returning the goods.
c) The charge for returns is 20% of invoice value of the goods returned with a minimum charge of £50.00 together with VAT thereon if applicable.

8. PROPERTY

a) The Goods remain the sole and absolute property of the Company, until full payment of the agreed price has been received.
b) Until such payment, the Purchaser shall be in possession of the Goods solely as bailee for the Company and in a fiduciary capacity and the Purchaser shall store the Goods in such a way as to enable them to be identified as the property of the Company.

9. INSURANCE

Risk in and the Insurance of the Goods becomes the liability of the Purchaser as soon as the Goods are delivered at the premises of the Purchaser.

10. LIABILITY

a) The Company shall not be liable for any shortage in the quantity delivered unless a claim in writing shall have been received from the Purchaser within 7 days of delivery of the Goods. Where liability for any shortage is accepted, the Company's only obligation shall be to make good such shortage.
b) In the event of a failure in quality to comply with any specification, the Company shall replace or repair free of charge provided written notice is given to the Company within 3 months of delivery of the Goods after which all liability on the Company's part shall cease.
c) The Company's aggregate liability to the Purchaser for any reason shall under no circumstances exceed the cost of the defective, damaged or undelivered Goods which gave rise to such liability, as determined by the net price invoiced in respect of any occurrence or series of occurrences.
d) Subject to the foregoing, all conditions, warranties or representations expressed or implied by statute, common law or otherwise in relation to the Goods are hereby excluded. Furthermore the Company shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect, resulting from defective material, faulty workmanship or otherwise howsoever arising out of the Contract, and whether or not caused by the negligence of the Company, its servants or agents, save that the Company shall accept liability for death or personal injury caused by the negligence of the Company.

11. FORCE MAJEURE

a) The Company shall not be liable to the Purchaser for any loss or damage, which may be suffered as a direct or indirect result of the supply or installation of the Goods or Services by the Company being prevented, hindered or delayed by reason of any Force Majeure circumstances.
b) For the purpose of this condition, Force Majeure shall be deemed to include any cause affecting the performance of the contract arising from or attributable to acts, events or circumstances beyond the reasonable control of the Company and in particular without limiting the generality thereof shall include, industrial action, civil commotion, riot, invasion, war threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster, acts or restraints of government. .

12. TERMINATION

If the Purchaser enters into a deed of arrangement, commits an act of bankruptcy, compounds with its creditors or if a receiving order is made against it (being a company), it shall pass a resolution or the court shall make an order that the Purchaser shall be wound up (otherwise than for the purposes of amalgamation or restructuring). If a receiver shall be appointed of any of the assets or undertaking of the Purchaser, if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order. If the Purchaser takes or suffers any similar action in consequences of debt, commits any breach of any part of this or any other Contract between the Company and the Purchaser, the Company may stop any Goods in transit and suspend further deliveries or services and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of condition 6c) hereof and to any existing claim.

13. WAIVER

Failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. NOTICES

Any notice required to be given herein in writing shall be deemed to have been duly given if sent by pre-paid first class post, fax or E-mail addressed to the party concerned at its principal place of business or last known address.

15. HEADINGS

Headings to any of these conditions are included to facilitate reference only and shall not affect the construction hereof.

16. GOVERNING LAW

The Contract shall be governed by and construed and interpreted in accordance with English Law and for the purposes of settlement of any disputes arising out of or in connection with the Contract the parties hereby submit themselves to the jurisdiction of the English Courts.