

TERMS AND CONDITIONS OF SALE AND SERVICE NEXUS COMPONENTS LIMITED. TRADING AS Nexus Components.

Definitions

Goods

All articles sold to the Customer, including replacements for defective Goods and software products licensed for use by the Customer.

Provision of service: All labor and maintenance fees, and provision of Internet and related services.

Contract

The Contract between the Customer and Nexus Components Limited for the sale of goods or provision of service.

Acknowledgement

All orders will be accepted by Nexus Components Limited subject to and in accordance with the following terms and conditions of sale, which shall be deemed to be incorporated into a Contract for the sale of Nexus Components Limited's Goods and provision of services. By the placement of an order by whatever means, the Customer will be deemed to have acknowledged and accepted the said terms and conditions that may be included in any written document including any order form from the Customer, except by prior written agreement.

Quotations

Quotations will remain valid for thirty days from date of quotation.

V.A.T.

All prices are subject to V.A.T. at the current rate prevailing at the time of delivery.

Settlement Terms

- a) Other than with the prior written agreement of Nexus Components Limited, all payments are due upon receipt of a signed purchase order.
- b) Interest Charge of 2% per month or part thereof will be imposed on invoices still outstanding after sixty days with a minimum charge of £1.00.
- c) Nexus Components Limited reserves the right to charge for copy invoices or credit notes at the rate of £1.00 per copy where the original has been lost or misplaced by the Customer.
- d) If legal action is taken to recover monies due to Nexus Components Limited, then Nexus Components Limited reserves the right to charge the Customer an administration charge plus the cost of such legal action. Administration charges are currently 10% of total debt, or £50 (whichever is greater) for debts up to and not exceeding £1000, and 5% for debts exceeding £1000.

New Accounts

A Customer wishing to open a credit account must fully complete and return a Nexus Components Limited Credit Application Form. Nexus Components Limited reserves the right in its absolute discretion to grant, refuse, or discontinue any credit facilities at any time.

Guarantee

- a) All goods supplied by Nexus Components Limited are supplied with a manufacturer's guarantee or Nexus Components Limited' guarantee.
- b) The guarantees that are supplied vary in duration.
- c) It is the Customer's responsibility to check at the time of purchase whether Nexus Components Limited's guarantee is applicable and, if so, its duration. Where Goods or Service are covered by Nexus Components Limited's guarantee, the following applies:

Any defects which under proper use appear in Goods supplied, or service provided within a period of twelve months (unless otherwise stated) after delivery/provision or service and which are due to faulty materials, workmanship or design will be made good by Nexus Components Limited, either by repair, or at Nexus Components Limited's discretion, by replacement, provided the Goods are returned in accordance with the "Returns" clause below. Nexus Components Limited's guarantee is provided by Nexus Components Limited and accepted by the Customer in substitution for all express or implied representations, conditions, or warranties, statutory or otherwise, as to the state satisfactory quality, fitness for purpose or performance or the Goods (or any materials used in connection therewith) or the standard of workmanship and all such representations, conditions and warranties are hereby excluded.

d) Where goods are covered by a manufacturer's guarantee, then Nexus Components Limited's liability to repair or replace those Goods ends at the end of the period of the guarantee provided by the manufacturer.

e) Nexus Components Limited's sole obligation and the Customer's sole remedy under this provision are limited to the reasonable cost of repair or replacement of Goods supplied.

Returns

a) No order may be returned without the previous written agreement of Nexus Components Limited. Without such written agreement, Nexus Components Limited will not accept the return of any Goods incorrectly ordered or no longer required by the Customer. Returned goods will be subject to a restocking charge representing 30% of the value of the goods.

b) Nexus Components Limited will only accept returns under guarantee if they are accompanied by a document in writing stating the date of purchase and original invoice number.

c) Nexus Components Limited will not accept responsibility for Goods, which, in its opinion, have been the subject of undue wear and tear, accident, misuse, improper application or neglect. Nexus Components Limited's opinion on this is final.

d) Without prejudice to "Returns" (a) to (c), Nexus Components Limited reserves the right to replace, repair or refund payment in respect of all Goods returned at its absolute discretion.

Delivery

Nexus Components Limited will use its reasonable endeavors to delivery Goods/provide service in accordance with delivery/completion schedules agreed with the Customer, but cannot accept any liability whatsoever for failure to do so, however arising.

Ownership

The title to any Goods supplied will not pass to the Customer until payment in full of all sums due from the Customer to Nexus Components Limited, inclusive of all and any cost of service provision and labor charges, has been made. If payment (whether in full or in part) is not made by the due date, in accordance with "Settlement Terms" clause (a) to (d), or the Customer is wound up, or a receiver appointed over any assets or the undertaking of the Customer or an execution or distress be levied against the Customer, Nexus Components Limited will be entitled without prior notice to the Customer or any liquidator or receiver to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

Force Majeure

Nexus Components Limited shall not be liable in any respect whatsoever for any delay in the performance of, or the failure to perform, any obligation pursuant to any order or Contract, in each case, as a result of circumstances beyond its control. If such circumstances delay or prevent the performance of any obligation under any order or Contract for 60 days or more, Nexus Components shall be entitled by written notice to cancel or terminate such order or Contract or its outstanding obligations hereunder.

Cancellation

If the Customer becomes the subject of any act or proceeding under or in connection with the Insolvency Act 1986 or if the Customer fails to make payment for Goods supplied or Service provided when due, in accordance with "Settlement Terms" clause (a) to (d), Nexus Components Limited will be entitled to suspend and cancel all or any future deliveries or installments under this or any other Contract between Nexus Components Limited and the Customer.

Legal Construction

All contracts between Nexus Components Limited and the Customer shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.