

MATRIX IT COMPUTERS LIMITED
Conditions of Sale

1. DEFINITIONS

- 1.1 "Customer" means any person, body corporate, partnership or business to whom Matrix sells the Products;
- 1.2 "Matrix" means Matrix IT Computers Limited of Unit 10 Parkview Court, St Pauls Road, Shipley, BD18 3DZ;
- 1.3 "Order" means any order for the purchase of the Products placed or made by the Customer pursuant to a Quotation, which may (subject to acceptance by Matrix), become a binding agreement;
- 1.4 "Products" means the hardware, software, consumables and service packs described in the Quotation;
- 1.5 "Quotation" means any oral or written quotation (whether given by telephone, fax or e-mail), supplied by Matrix to the Customer, detailing the Products and the total cost of the proposed Order.

2. QUOTATION AND ORDERS

- 2.1 Any Quotation shall be made subject to these conditions of sale.
- 2.2 Any Order shall constitute an offer by the Customer to contract upon these conditions of sale.
- 2.3 Any Order made by an employee or agent of the Customer shall be taken to have been made by the Customer.
- 2.4 Matrix reserves the right to refuse to accept, suspend or cancel any Order.
- 2.5 No variation of these conditions of sale shall be binding upon Matrix unless agreed in writing by a Director of Matrix.
- 2.6 The acceptance of any Order, shall be subject to availability.
- 2.7 The Customer shall be responsible for ensuring the accuracy or suitability of any Order for its requirements or purposes.
- 2.8 Where the value of any Order is greater than £5,000.00 (inclusive of VAT):
- 2.8.1 the Order must be given in writing (on the Customer's headed notepaper) and signed by an authorised representative of the Customer; and
- 2.8.2 Matrix shall only be deemed to have accepted an Order upon its issuance of a written order confirmation, signed by an authorised representative of Matrix.

3. PRICES

- 3.1 All prices detailed in the Quotation, any catalogue, website, price list, or other advertising literature or materials are intended only to be an indication of the price and range of Products advertised for sale by Matrix. No prices, descriptions or other particulars contained therein shall be binding upon Matrix.
- 3.2 All listed prices are exclusive of Value Added Tax or any other taxes unless expressly stated otherwise.
- 3.3 If, before the delivery of the Order, there occurs any increase in any costs in respect of the Products which have not yet been delivered, the price payable shall be subject to amendment without notice and at the discretion of Matrix.
- 3.4 The cost of delivery shall be included in the price. However, Matrix reserves the right to make an additional charge for delivery, details of which shall be communicated to the Customer prior to the acceptance of the Order by Matrix.

4. PAYMENT & CREDIT TERMS

- 4.1 Credit facilities may be granted to the Customer at the sole discretion of Matrix. Any extension of credit to the Customer may be changed or withdrawn at any time by Matrix.
- 4.2 Provided that the Customer has been granted credit facilities by Matrix, settlement terms for any Order shall be 30 days following the date of invoice.
- 4.3 Any invoice shall be payable by that party specified within the invoice documentation and in accordance with any instructions included therein.
- 4.4 In the absence of any credit facilities, payment shall be made at the time of the Order.
- 4.5 Matrix reserves the right to suspend deliveries where payment has not been received (or becomes overdue) in accordance with this Clause 4.
- 4.6 Where the Customer fails to make payment in accordance with the terms of this Clause 4, Matrix reserves the right to recover from the Customer:
- 4.6.1 statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and
- 4.6.2 all legal, court expenses and all other costs of recovering the debt (or the Products themselves) incurred by Matrix or the Royal Bank of Scotland.
- 4.7 The Customer shall not be entitled by reason of any set-off, counterclaim, abatement or deduction to withhold payment of any amount due to Matrix.

5. DATA PROTECTION ACT 1998

- 5.1 When assessing whether or not to grant credit facilities to the Customer, Matrix shall request from the Customer certain information, which may include (without limitation); a company name, registered office address and registration number; business proprietors name and address; or an individuals name and address.
- 5.2 The information referred to in Clause 5.1 above may constitute personal data for the purposes of the Data Protection Act 1998 ("Personal Data"). Any Personal Data may be disclosed by Matrix IT to the Royal Bank of Scotland, or any other agency for the purpose of making a decision as to whether or not to extend credit facilities to the Customer.
- 5.3 By placing an Order, the Customer consents to the disclosure of the Personal Data for this permitted purpose.

- 5.4 Matrix may also utilise the Personal Data to contact the Customer by e-mail, telephone or in writing for the purpose of communicating details of its Products and services. If the Customer wishes to "opt-out" of receiving such communications it must do so by contacting a Director of Matrix in writing.

6. CARRIAGE AND DELIVERY

- 6.1 Delivery or despatch dates mentioned in any Quotation or other Order documentation shall be approximate only. Time for delivery shall not be of the essence.
- 6.2 Delivery shall be to the address specified by the Customer in the Order. The Customer must notify Matrix of any change in delivery address at least two days before the expected delivery date.

6.3 Delivery shall be deemed to have taken place when the Products are delivered to the Customer in accordance with Clause 6.2, and a confirmation of delivery form signed by the Customer. 8.

6.4 If the Customer refuses or fails to take delivery of Products tendered in accordance with the Order, or fails to take any action necessary on its part for delivery and/or shipment of the Products, Matrix shall be entitled to terminate the Order with immediate effect; to dispose of the Products as Matrix may determine and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure including (without limitation) storage costs from the due date of delivery. 8.1

6.5 On delivery, where any delivery packaging is materially damaged, the Customer shall be free to refuse or take delivery of the Products. In the event that delivery of the Products is refused, the Customer shall be entitled to return the Products (at the sole cost of Matrix) and Matrix shall issue the Customer with a full refund or in the alternative, arrange for the delivery of replacement Products. 8.2

6.6 Where any delivery packaging is materially damaged and the Customer decides to accept delivery, then the Customer:

6.6.1 when signing the delivery form, must state on the delivery form that the packaging was received in a damaged condition; and

6.6.2 shall ensure that the Products are opened and inspected in the presence of the delivering courier so as to identify any damage. 8.3

6.7 In the event that those Products inspected in accordance with Clause 6.6 above, are found to be defective or damaged at the time of inspection, the Customer shall be free to refuse or take delivery of the Products and to invoke the provisions of Clause 6.8 below. 8.4

6.8 The Customer shall be entitled to return any Products found to be defective which have been inspected in accordance with clause 6.6.2. Upon the return of the defective Products (at the sole cost of Matrix) Matrix shall issue the Customer with a full refund or in the alternative, arrange for the delivery of the replacement Products at no extra cost. 8.5

6.9 In the event that the provisions of Clause 6.6 are not complied with, the Customer shall not be entitled to return the Products or to seek a refund should the Products subsequently be found to be defective. 9.

6.10 Unless otherwise expressly agreed, Matrix may arrange for delivery in one or more instalments. 9.1

6.11 Where the Customer returns the Products it shall be the responsibility of the Customer to retain proof of any collection or attempted collection. In the absence of a valid proof of collection, Matrix may be unable to provide the Customer with a refund or replacement Products. 9.2

6.12 The Customer shall notify Matrix of any shortages or discrepancies with the Order within 48 hours of the delivery. Matrix shall not be liable to rectify any shortages or discrepancies which have not been notified in accordance with the provisions of this Clause 6.12. 9.3

7. PASSING OF RISK

7.1 Risk in the Products shall pass to the Customer at the time of delivery.

7.2 Where the Customer has been granted credit facilities on any Order with a value exceeding £5,000.00 (including VAT), the Customer shall, from the date of delivery until the Products are paid for in full, insure the Products for their full value, against all risks, with a reputable insurance office. 10.

7.3 Upon request the Customer shall use its reasonable endeavours to have Matrix's interest in the Products noted on the insurance policy. Until title in the Products passes to the Customer, the Customer shall hold the proceeds of any claim on the insurance policy, on trust for Matrix. 10.1

TITLE

The Products shall remain the property of Matrix until the Customer pays to Matrix the agreed price for the Products (together with any accrued interest) and all other amounts owed by the Customer in respect of any other Order.

Until title and ownership of the Products has passed to the Customer, the Customer shall:

8.2.1 not re-sell, destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

8.2.2 take proper care of the Products and take all reasonable steps to prevent any damage to or deterioration of them;

8.2.3 keep the Products free from any charge lien or other encumbrance and store the Products in such a way as to show clearly that they belong to Matrix;

8.2.4 give Matrix such information relating to the Products as Matrix may from time to time require;

8.2.5 notify Matrix immediately upon the happening of any of the events set out in Clause 14.

Matrix reserves the right to repossess and resell any of the Products to which it has retained title. Matrix consents to the Customer's possession of the Products. Any right the Customer may have to possession of the Products shall in any event cease upon the happening of any of the events set out in Clause 14.

The Customer grants an irrevocable right and licence to Matrix and its employees and agents to enter the Customer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Products to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of any Order.

In the event that the Customer re-sells the Products, the proceeds of sale must be kept in a separate bank account and held on trust for Matrix.

CANCELLATION & RETURNS

9.1 Where the Products have not been dispatched, the Customer shall be free to cancel any Order (in part or in full) at any time prior to the date of dispatch PROVIDED THAT the cancellation is made in writing and during the normal office hours of Matrix.

9.2 Unless otherwise agreed in writing, the Customer shall not be entitled to cancel any Special or Unusual Order.

9.3 Entirely at the discretion of Matrix and subject to the payment of a restocking charge and delivery charge by the Customer, the Products may be returned to Matrix PROVIDED THAT:

9.3.1 the Products are returned in perfect condition with the manufacturer's packaging (which shall also be in perfect condition) within 10 days of the date of delivery; and

9.3.2 the manufacturers, distributors or suppliers from whom Matrix sourced the Products give their consent to such return.

in which case, Matrix shall grant to the Customer a full refund.

NO WARRANTY

10.1 The status of Matrix is that of a re-seller and not a manufacturer of the Products. In this respect and to the fullest extent permissible by law, Matrix is unable to offer any express warranties of any kind whatsoever in respect of the Products.

10.2	Save to the extent that any exclusion or restriction of liability may be prohibited by statute, all implied warranties relating to the Products (statutory or otherwise) including (without limitation) any warranties relating to quality or fitness for a particular purpose, shall be fully excluded.	12.5	The Consumer must return the Products at their own expense or make them available for collection. If the Consumer indicates that the Products are to be collected, Matrix shall charge for the direct cost of collection. Matrix shall inform the Consumer when collection of the Products will be made, within 21 days of cancellation.
10.3	The Products may be sold with a manufactures warranty, details of which shall be dispatched with the Products and may be requested from Matrix in advance of delivery.	12.6	A full refund shall be credited to the Consumer within 30 days of cancellation. Matrix reserves the right to charge for items returned for a refund if they are not in perfect condition or damaged in any way whatsoever.
10.4	Products which are found to be "dead on arrival", or defective following delivery, shall be dealt with by the Customer in accordance with any subsisting manufacturer's or distributors warranty. For the avoidance of doubt, this may mean that the Products are repaired as opposed to replaced and may not be returned.	12.7	The statutory rights of any Consumer shall remain unaffected by these conditions of sale.
10.5	<i>[Entirely at the discretion of Matrix, in the absence of a manufacturer's or distributor's warranty subsisting at the date of purchase, Matrix shall issue the Customer with a full refund or in the alternative, arrange for the re-delivery of the dead or defective Products at no extra cost]</i>	13.1	It is the sole responsibility of the Customer to comply with any terms and conditions of the license attaching to the software supplied and delivered by Matrix. The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software license or having the same revoked by the propriety owner.
11.	EXCLUSION OF LIABILITY	13.	SOFTWARE
11.1	The liability of Matrix for any direct or indirect losses (with reference to Clause 11.2 below) suffered by the Customer, arising under or in connection with:	14.	TERMINATION
11.1.1	the failure by Matrix (or its suppliers) to effect delivery on a particular date or dates;	14.1	On or at any time after the occurrence of any of the termination events specified in Clause 14.2 below, Matrix shall reserve the right to:
11.1.2	the use or inability to make use of the Products;	14.1.1	stop any Order in transit;
11.1.3	any breach of any contractual obligation;	14.1.2	suspend the delivery of any further Order to the Customer;
11.1.4	any tortuous acts or omissions, including acts of negligence;	14.1.3	terminate any Order with the Customer with immediate effect and without notice;
	shall be fully excluded.	14.2	The termination events are:
11.2	Direct losses shall include (without limitation) the costs of appointing internal or external computer consultants, utilising internal personnel support or undertaking any steps to remedy the Products. Indirect or consequential losses shall include (without limitation) any economic or financial losses related to loss of business profits, loss of opportunity and loss of business information.	14.2.1	the Customer being in breach of an obligation under these conditions of sale;
11.3	If any exclusion, limitation, disclaimer or other provision contained in these conditions of sale is held invalid for any reason and Matrix becomes liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise shall not exceed the total price of the Products paid by the Customer.	14.2.2	the Customer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Customer's winding up or dissolution;
11.4	Liability for death or personal injury resulting from Matrix's own negligence or that of its employees, agents' or sub-contractors shall not be limited.	14.2.3	the making of an administration order in relation to the Customer or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Customer;
12.	CONSUMERS	14.2.4	The Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
12.1	Matrix recognise that a Customer may place an Order in their capacity as a natural person for purposes that are outside a business ("Consumer"), in which case, the provisions of this Clause 12 shall apply.	14.3	Upon termination of any Order pursuant to this Clause 14, any indebtedness of the Customer to Matrix shall become immediately due and payable and Matrix is relieved of any further obligation to supply any Products to the Customer.
12.2	Any Consumer may cancel an Order pursuant to the Consumer Protection (Distance Selling) Regulations 2000, within 7 working days of delivery of the Products, PROVIDED THAT the Products are ordered at a distance.	15.	FORCE MAJEURE
12.3	In order to exercise this right to cancel, the Consumer must send a notice of cancellation to Matrix, in writing.	15.1	Matrix shall not be liable for the cancellation by it of any Order or any unfulfilled part thereof or for effecting partial delivery, if performance by Matrix is prevented or delayed, whether directly or indirectly, by any cause beyond the reasonable control, whether such cause existed or was foreseeable at the date of acceptance of the Order by Matrix.
12.4	In exercising the right to cancel, the Consumer must take reasonable care of the Products. Failure to take care of the Products may invalidate the right of the Consumer to a full refund.	16.	GOVERNING LAW
		16.1	These conditions of sale shall be governed by and construed in accordance with the laws of England and Wales, and the Courts of England and Wales shall have jurisdiction to hear all disputes arising in connection with any Order.