



# I S Fusion Ltd

## Terms & Conditions - Sale & Service

### 1 DEFINITIONS

1.1 "ISF" means I S Fusion Limited.

1.2 "The Buyer" means the person or company who orders, buys or agrees to buy the goods.

1.3 "The goods" means the goods supplied by ISF to the Buyer in accordance with these Terms and Conditions of Sale.

### 2 GENERAL

2.1 All orders are accepted and goods supplied to the following Terms and Conditions of ISF. These conditions may not be modified unless agreed in writing by ISF.

2.2 These Conditions of Sale override any other terms or conditions contained in or referred to in the Buyers order or in correspondence or elsewhere implied by trade custom.

### 3 PRICE

3.1 The price of the goods shall be the price issued in ISF's quotation or such other price as agreed by ISF and the Buyer.

3.2 Any quotation supplied by ISF is valid for thirty days subject to prior sale.

3.3 Unless otherwise specified all prices are quoted in Pounds Sterling and are subject to V.A.T at the appropriate rate.

3.4 Prices quoted do not include carriage or packaging unless agreed and stated in the ISF quotation.

### 4 PAYMENT

4.1 Where account facilities have been approved payment terms are 30 days after invoice unless prior agreement reached.

4.2 ISF reserves the right to charge interest at 2% per calendar month over the base rate compounded monthly from the date of invoice to the date of payment.

4.3 ISF reserves the right to suspend deliveries where payment of invoice has not been received by the due date.

4.4 The Buyer shall not be entitled to withhold payment due to any dispute or claim by ISF in connection with any sale and in the case of short delivery or damaged goods shall remain liable to pay the full invoice price of all other goods delivered.

### 5 DELIVERY

5.1 Any delivery date stated by ISF is an estimate only and is not a contractual commitment and ISF shall not be liable for any losses or damages arising from any delay.

5.2 Delivery to the Buyers address or any other agreed place stipulated by the Buyer or by the Buyer collecting the goods from ISF's place of business shall constitute delivery.

5.3 ISF shall not be responsible for any delays or inability to deliver due to circumstances out of their control.

5.4 If the Buyer fails to take delivery of the goods in accordance with Clause 5.2 then ISF may:

5.4.1 Store the goods until delivery to the Buyer who shall be liable for the storage costs.

5.4.2 Sell the goods at the best obtainable price and if the goods are sold for less than the price payable by the Buyer, the Buyer shall be liable to pay ISF the price difference.

### 6 DELIVERY SHORTAGES/NON-DELIVERY

6.1 No claim for short delivery, damaged or defective goods may be made unless notified to ISF within 5 working days from receipt of the goods. If such notice is not provided by the Buyer then the transaction shall be deemed complete in accordance with the contract.

6.2 ISF reserves the right to reject any claim in respect of shortages, damages in transit or non-delivery of goods.

6.3 Where goods are to be delivered in instalments each delivery shall constitute a separate contract

and failure by ISF to make one delivery of goods shall not have the effect of avoiding any other contract between the Buyer and ISF.

## 7 DEFECTIVE GOODS

7.1 ISF's liability (whether in contract or tort) in respect of defective goods shall be limited to replacement of the faulty items or credit issued or such other compensatory measures as ISF considers appropriate in the circumstances.

7.2 ISF shall not be liable for any loss or damage sustained or incurred by the Buyer or any third party resulting from any breakdown of or fault in the supplied products, unless caused by the negligence or misconduct of ISF, its employees or sub-contractors.

7.3 When goods are returned it is the responsibility of the Buyer to insure the goods. ISF is not responsible for any loss or damage incurred by the goods when in transit.

## 8 TITLE AND RISK

8.1 Risk passes on delivery, Title to products passes to the Buyer when full payment is made and ISF shall be entitled at any time before title passes (without liability):

8.1.1 To terminate the Buyers right to use or sell the products.

8.1.2 To enter the premises of the Buyer and re-possess products.

8.1.3 To use or sell the product.

## 9 CANCELLATION

9.1 ISF may at its sole discretion reject or accept the cancellation of any order or part of placed by the Buyer.

9.2 In the event of a cancellation being accepted:

9.2.1 The Buyer will be liable to a handling charge payable to ISF in respect to the cancelled order.

9.2.2 At ISF's discretion the Buyer will be liable to a charge in respect to goods obtained and work carried out pursuant to the cancelled order prior to the date on which the order cancellation is accepted by the Buyer.

## 10 TERMINATION

10.1 This condition applies if:

10.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for reconstruction or amalgamation purposes).

10.1.2 A receiver or administrative receiver is appointed or takes possession of any of the property or assets of the Buyer.

10.1.3 The Buyer ceases to carry on business.

10.1.4 The Buyer commits any breach of any of the terms of agreement and shall have failed within 30 days after receipt of the request in writing to remedy the breach.

10.2 If this condition applies then, without prejudice to any other right or remedy of ISF, ISF shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer. If the goods have been delivered but the invoice not paid the invoice becomes immediately payable.

## 11 FORCE MAJEURE

11.1 ISF shall have no liability regarding any failure or delay in fulfilling any of ISF's obligations due to circumstances or events beyond ISF's reasonable control.

## 12 NOTICES

12.1 All notices must be in writing and sent out to the recipient as set out in the agreement or the recipients registered office.

12.2 Any such notice shall be delivered personally, by prepaid letter, email or by fax transmission and shall be deemed to have been served, if by hand when delivered, if by post 5 days after posting and if by email or fax when despatched.

12.3 Any notice concerning the validity or existence of the agreement must be delivered personally or sent by recorded delivery post.

## 13 LAW AND JURISDICTION

The agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.