

STANDARD CONDITIONS OF CONTRACT

With effect from 23rd Apr 2019, all supplies by Northamber PLC or any associated company will be in accordance with our current standard conditions of Contract.

1. PRELIMINARY
- 1.1 IN these Conditions:
"the Company" means Northamber plc or any Associated Company "the Contract" means the Contract between the Company and the Customer for the sale or supply of equipment "the Customer" means the person, firm or company with whom the Contract is made by the Company "the Equipment" means any equipment, machinery, parts, spares, software and any other goods sold or supplied by the Company "the Warranty Period" means
 - (i) in the case of hardware a period of thirteen months from the date of delivery or the balance of any warranty period provided to the Company by the manufacturer if greater or
 - (ii) in any other case a period of ninety days from the date of delivery
- 1.2 THESE Conditions apply to all Contracts of the Company to sell or supply equipment and shall prevail over any terms put forward by the Customer unless the Company expressly agrees to them in writing. No conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer and no concession made or latitude allowed by the Company to the Customer shall effect the strict rights of the Company under the Contract.
- 1.3 THESE Conditions may only be varied with the express written agreement of the Company.
2. PRICES
- 2.1 UNLESS otherwise specified prices payable for the Equipment are exclusive of carriage and are subject to the Company's right to require payment of delivery charges, insurance costs, customs duties, special handling charges and/or packaging charges as appropriate.
- 2.2 THE Company shall have the right at any time to revise prices to take into account increases in costs including (without limitation) costs of agreed changes in any taxes, duties, levies or exchange rates or costs arising as a result of site conditions, delays, interruptions, lack of information and any other factor beyond the Company's control.
- 2.3 All price queries are to be notified to the Company within 7 days of the date of the invoice.
- 2.4 Notwithstanding any acceptance by the Company of any offer to purchase Equipment, if there has been a material or obvious pricing error by the Company, the Company shall be entitled within 30 days of its acceptance of such offer either to invoice the Customer for the Company's true list price not exceeding the prevailing market price at wholesale level of the Equipment at the date of order or, if the Customer shall prefer, collect the Equipment at the Company's expense and credit the Customer for any charges (e.g. price and freight) invoiced by the Company.
3. ORDERS AND DELIVERY
- 3.1 Orders may be placed by the customer and /or any purported director, employee or representative of the customer and the company shall not be required to verify on any occasion that the director, employee or representative has the necessary authority to place or amend the order, unless the customer has previously advised the company in writing that orders may only be placed or varied by nominated individuals. If such shall apply, then the company will allocate a confidential pin code to each nominated user to be used for future orders on all occasions. No order shall generally be accepted by the Company unless first confirmed by the customer in writing, by e-mail, by EDI or by facsimile. In the event that the customer does not issue a purchase order to the company by such method, any verbal order or order placed by other means, including via instant messaging or other social media devices, shall remain fully the responsibility of the customer and in the event that the customer denies the validity of the order, then proof of delivery of the relative goods shall suffice to prove the validity of the order and the customer's liability in respect thereof. The company may also rely on any recorded conversation relating to the order itself or any quotation relative thereto. A purchase order must be supplied for all orders which are to be delivered to third parties.
- 3.2 THE Customer shall state on placing an order if he requires the Company to arrange carriage and if so the delivery address. If the Customer so requests the Company shall be entitled to make any contract of carriage and/or insurance on behalf of the Customer as the Company considers necessary and will be under no obligation to notify the Customer thereof. The Customer will be responsible for complying with all conditions and requirements of the carriers. Unless otherwise agreed by the Company delivery of the Equipment will be ex-works.
- 3.3 ALL times or dates given for delivery of the Equipment are only estimates given in good faith and are not conditions, warranties or innominate terms (or terms otherwise howsoever), of this or any other (whether collateral or otherwise) contract.
- 3.4 THE Company shall give the Customer notice when the Equipment is ready for delivery. If the Customer refuses or fails to arrange collection or take delivery (as the case may be) of Equipment ordered within seven days of service of that notice then (a) the Customer will bear the risk of any loss or damage to the Equipment after expiry of that time (b) the Company shall be entitled to immediate payment in full for the Equipment which is the subject of the order and (c) the Customer shall in addition to the invoice price pay all costs of storage and any additional costs incurred as a result of such refusal or failure. The Company shall not be liable to the Customer for any loss or damage to the Equipment caused by their storage.
- 3.5 THE Company may make and the Customer shall accept partial deliveries of Equipment ordered. Each delivery shall be considered to be the subject of a separate Contract and failure by the Company to make any one or more deliveries in accordance with the Contract or any claim by the Customer in respect of any one or more deliveries shall not entitle the Customer to treat the Contract as a whole repudiated.
- 3.6 The Customer may place orders with the Company by email. All orders sent from the Customer's email address to the Company by electronic means are solely the responsibility of the Customer, and the Company is entitled to treat the same as authentic orders placed on behalf of the Customer without having to make inquiries into the same and without receiving confirmation thereof by hard copy (whether fax, letter or otherwise).
4. ACCEPTANCE
- 4.1 THE Customer will accept the Equipment even if it is delivered late and late delivery will not entitle the Customer to terminate the Contract.
- 4.2 THE Customer shall inspect the Equipment as soon after delivery as is reasonably practicable and in any event within 3 working days after delivery, which period the customer agrees is a reasonable period given the nature of the Equipment supplied by the Company.
- 4.3 THE Customer will notify the Company in writing of any shortage of supply, deficiency, or damage to or fault with the Equipment within 3 working days of delivery. If the Customer fails to comply with this clause the Company shall not be liable to the customer in respect of any shortage discrepancy, damage or fault, or in respect of any consequential losses or expenses arising therefrom.
- 4.4 THE Customer hereby agrees that the retention of the Equipment without written complaint to the Company within 3 working days of delivery constitutes for all purposes an intimation by the Customer that the Equipment has been unconditionally accepted and that given the nature of the Equipment supplied by the Company, 3 working days constitutes a reasonable period within which the Equipment should be rejected.
- 4.5 EACH of the preceding sub-clauses of this clause is entirely without prejudice to the provisions of clause 10 hereof.
5. RISK
- 5.1 Liability only applies to yourselves once delivered to yourselves / your customer or you use your own courier service
6. PAYMENT
- 6.1 30 days from date of invoice.
- 6.2 IF credit terms have not been agreed by the Company then payment shall be made in full without any deduction or set-off at the time of placing the order for the Equipment.
- 6.3 Payment to terms shall be calculated as the date the company benefits from cleared funds in its bank a/c. Payments by cheque should therefore take into account the necessary period to 'clear' when making payments to terms. The company reserves the right to charge interest, as 6.6, where payment to terms is delayed by the process of cheque clearance.
- 6.4 IF:
 - (1) The Customer is unable to pay its debts as they fall due or is otherwise insolvent;
 - (2) A receiver or an administrative receiver is appointed over any part of the Customer's business or assets.
 - (3) The Customer (if it is an individual) makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy or a bankruptcy petition is presented against it; or (if the Customer is a limited Company) any resolution or petition to wind it up is passed or presented, or any steps are taken to appoint an administrator, or an administrator is appointed over it. Then all invoices for Equipment which has been delivered to the Customer (or to its order) shall become due and payable forthwith and such credit arrangements as may have been made for the same shall automatically come to an end. In the event that delivery has yet to be made, then, in addition to and without prejudice to the Company's rights at common law, equity and statute, it shall be entitled at its option to cancel the contract to cancel or suspend delivery.
- 6.5 NOTWITHSTANDING any of the terms and conditions hereof the time of payment shall be of the essence of the Contract.
- 6.6 INTEREST shall be payable on overdue accounts at the rate of two percent per month or part thereof on the amount for the time being outstanding from the due date of payment thereof until receipt by the Company whether before or after judgement.
- 6.7 Without prejudice to any other rights the Company may have and in addition to any sums payable by the Client the Company shall be entitled to charge the Client:-
 - 6.7.1 £25.00 plus VAT on each event that any cheque presented by the Client is returned unpaid or if any standing order or direct debit instruction fails to operate;
 - 6.7.2 £50 arrears charge if the Client's account or any subsequent payment due to the Company is referred to a third party collection agency or legal agents, including solicitors.
- 6.8 The Customer will not assign to an associated company or to a third party the debts due to it from the sale of equipment property in which remains in the Company without the Company's consent in writing signed by an authorised director of the Company. If at any time the Customer intends so to assign such debts it will notify the Company as soon as possible of such intention in writing. For the avoidance of doubt, this prohibition includes a prohibition against assigning by way of factoring or invoice discounting the debts or otherwise.
- 6.9 IF credit terms have been agreed by the Company, the Customer and its directors undertake to notify the Company, as soon as practicable after such agreement, of the existence and identity of any associated companies under common ownership with the Customer. This obligation is a continuing obligation such that, if at any time after credit has been granted, any other Company comes into common ownership with the Customer, the same must be notified, as soon as practicable to the Company. It is agreed that the requirements under this sub-clause are of the essence of the agreement to provide credit and of any other contract made under or pursuant to that agreement between the Company and the Customer.
- 6.10 ANY costs and/or expenses incurred by the Company in recovering funds from, or otherwise enforcing any of its rights against, the Customer, whether within or outside the United Kingdom, shall be fully reimbursed to the Company by the Customer, and the Customer agrees fully to indemnify the Company in respect of any such costs or expenses.
- 6.11 IF credit terms have been agreed by the Company, the Customer undertakes to notify the Company of any material or potentially material change in its finances and/or structure and/or position generally. Such notifiable events include, but are not limited to:
 - (1) any change in the information supplied by the Customer to the Company for the purposes of and/or in relation to obtaining credit; and
 - (2) any change in the ownership of the shares in the Customer and any change in the number of such shares;
 - (3) any change in the ownership of the shares in any Company which has been, at any time after the granting of credit, under common ownership with the Customer;
 - (4) any material change in the nature and/or value of the Customer's assets, whether as a result of disposal, acquisition, the grant or crystallisation of any security, or otherwise howsoever. It is agreed that the requirements under this sub-clause are of the essence of the agreement to provide credit and of any other contract made under or pursuant to that agreement between the Company and the Customer.
- 6.12 For the avoidance of doubt, the Company may maintain an action for the price once the due date for payment has arisen, notwithstanding the fact that title has yet to pass to the Customer.
- 6.13 If a payment is received from the customer without an allocation schedule, then the Company shall allocate such funds as it sees fit, but generally this will be against the oldest outstanding invoices.
7. RETENTION OF TITLE
- 7.1 THE Equipment shall remain the property of the Company until payment in full has been made for all sums payable to the Company (including those sums which have not yet fallen due for payment) under all Contracts between the Company and the Customer.
- 7.2 THE Customer shall hold all Equipment property in which remains in the Company as fiduciary agent for the Company. Further, it shall mark it, and store it, in such a way that it can be identified as the Company's property and shall keep it separate from the Customer's own property and the property of any other person.
- 7.3 If, notwithstanding clause 7.2, the Equipment property in which remains in the Company is incorporated into, affixed to, installed in, or downloaded onto products or goods belonging to the Customer or anyone else, property in that Equipment shall remain in the Company until full payment is made in accordance with clause 7.1 above.
- 7.4 At any time the Company shall be entitled to recover the Equipment property in which remains in the Company and for that purpose the Customer hereby grants to the Company, its agents and employees an irrevocable licence to enter any premises where such Equipment is stored in order to repossess the same, and (in the event that it has been incorporated into, affixed to, installed in or downloaded onto other products or goods) to dismantle, detach, uninstall or remove it from those products or goods and repossess it. Where the Equipment is software available to or accessible by the Customer remotely, the Company shall be entitled to disable and prevent the Customer's access thereto until full payment is made in accordance with clause 7.1 above. Further, the Customer will give the Company's representatives all reasonable assistance to enable it to identify (and dismantle, detach, uninstall or remove) such Equipment or to disable or prevent access to it. The Company shall not be liable to the Customer for any loss or damage, howsoever arising, resulting from the dismantling, detaching, uninstalling, removal or repossession of such Equipment or from disabling or preventing access to it.
- 7.5 THE Customer may sell on Equipment property in which remains in the Company, and may appropriate it to a contract for sale and deliver it to a third party, but only when each of the following conditions is satisfied:
 - (1) The agreement for sale, and the appropriation of the Equipment to the agreement for sale and the delivery to the third party, are made and effected bona fide and in the ordinary course of business;
 - (2) As between the Customer and the third party, the Customer sells as principal and not as the agent of the Company;

- (3) The Customer shall ensure that in accordance with the intention of the parties nothing in any sale, appropriation or delivery to the third party shall render the Company liable to the third party and the Customer shall save and keep harmless the Company against all and any liability, howsoever arising;
- (4) As between the Company and the Customer, the Customer sells, appropriates or delivers as fiduciary agent of the Company;
- (5) The Customer shall receive and hold the proceeds of such sale, appropriation or delivery as trustee for the Company and shall keep such proceeds separate from other moneys or property of the Customer or any other person;
- (6) Unless and until the third party has made payment in full to the Customer the Customer shall, if the Company so requires, hand over to the Company such claims as it has against the third party in respect of such payment;
- (7) The Customer is not in default of any of its obligations (including its payment obligations) to the Company. If at the time of the agreement for sale, or appropriation, or delivery, one or more of such conditions is not satisfied, then the Customer has no right to sell such Equipment, or to appropriate it to a contract for sale, or (unless it has already been properly sold or appropriated) to deliver it to the third party.
- 7.6 The Customer's licence in clause 7.5 to sell on Equipment property in which remains in the Company, to appropriate the same to a contract for sale, or to deliver the same to a third party, is automatically revoked and comes to an end in any of the following events:
- (1) It is unable to pay its debts as they fall due or is otherwise insolvent;
- (2) A receiver or an administrative receiver is appointed over any part of the Customer's business or assets.
- (3) The Customer (if it is an individual) makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy or a bankruptcy petition is presented against it; or (if the Customer is a limited company) any resolution or petition to wind it up is passed or presented, or any steps are taken to appoint an administrator, or an administrator is appointed over it.
- 7.7 For the avoidance of doubt, the Company expressly reserves all its rights at common law and in equity in the event that the Customer makes an unauthorised sale, appropriation or delivery of Equipment property in which remains in the Company. In particular, the Customer expressly acknowledges that the proceeds of any such unauthorised sale appropriation or delivery belong to and are payable only to the Company.
- 7.8 The customer undertakes that all goods, subject to Retention of title by the Company, at any given time, will be adequately insured for full value, and further undertakes to make available evidence of same to the Company, upon the Company's request.
8. INFORMATION
- 8.1 As and when requested by the Company, the Customer will as soon as possible inform the Company of the whereabouts of any Equipment property in which remains in the Company. In particular:
- (1) It will as soon as possible inform the Company of the whereabouts of any such Equipment that is still in the Customer's possession.
- (2) In relation to all such Equipment which the Customer has either sold or delivered to anyone else (or otherwise parted with possession of), the Customer will as soon as possible inform the Company of:
- (a) The person to whom it sold or delivered such Equipment, or to whom it gave possession of the same;
- (b) The current whereabouts of such Equipment to the best of its (the Customer's) knowledge.
- (3) Whenever the Customer has in its possession such Equipment, it shall provide the Company (upon request) a copy of the Customer's terms and conditions to show that it retains title under its onward sales or deliveries until it has itself been paid. Further, whenever the Customer has agreed to sell, deliver or part with possession of such Equipment to anyone else (or actually sold delivered or parted with possession thereof), the Customer will in addition as soon as possible inform the Company of the terms of the relevant contract under which it has thus agreed to sell on, deliver or part with possession of such Equipment, and provide a true copy thereof. In particular, in any such case it shall inform the Company of:
- a) the purchase price; and
- b) When the purchase price falls due to be paid
- (4) Further, in relation to such Equipment that has been sold or delivered to anyone else, or otherwise parted with possession of, the Customer will provide the Company with all reasonable assistance to enable it to find and repossess the same.
- (5) For the avoidance of doubt, for the purpose of this clause Equipment remains the Company's property even if (a) the Customer, without the Company's authority, has purported to pass title in it under any contract with a third party, and (b) that third party, as against the Customer, is entitled to enforce that contract under the provisions of the Sale of Goods Act or otherwise.
- 8.2 Further, as long as any sums are owed by the Customer to the Company, the Customer, as and when requested by the Company, will as soon as possible provide to it the following information and documentation:
- (1) What payments have been received by the Customer from third parties in relation to Equipment supplied to it by the Company; and what payments are currently or contingently owed to the Customer by any third party in relation to such Equipment, identifying the third party in question.
- (2) What factoring or invoice discounting arrangements, if any, have been entered into by the Customer with a factor or other entity, identifying the name and address of the factor or other entity, and specifying whether or not debts due in relation to goods supplied by the Company have been factored or assigned to that factor or other entity.
- (3) What funds are available to the Customer in order to pay the outstanding sums it owes the Company, what plans has it made to pay the same to the Company, and when does it expect to pay the same. And
- (4) The Customer's last two VAT returns, and management accounts over the last three months.
- 8.3 Further, in the event that the Customer is unable to pay its debts as they fall due or is otherwise insolvent, and currently or contingently owes money to the Company which it is not able to pay in accordance with its obligations:
- (1) The Customer will as soon as possible inform the Company of the identity of the directors (or other persons responsible for managing it) who procured it to order from the Company the Equipment that has been supplied to it by the Company in the last six months. The Customer will supply all relevant documentation evidencing the responsibility of the directors (or other persons) in question.
- (2) The Customer will as soon as possible inform the Company of the identity of the directors (or other persons responsible for managing it) who procured it to sell or deliver to any third party, or part with possession of, Equipment property in which remained in the Company at the time of the sale, delivery, or parting with possession. The Customer will supply all relevant documentation evidencing the responsibility of the directors (or other persons) in question.
- (3) In the event that the Customer is put into a CVA Moratorium, or administrative receivership, or enters into administration, or is put into liquidation, then it will provide to the Company as soon as possible copies of its management accounts for the last six months, its sales and purchase ledger for the last six months, and its last four VAT returns before the date (whichever is earliest) on which it went into administrative receivership, administration or liquidation.
9. SPECIFICATION AND PERFORMANCE
- 9.1 ALL drawings specification and technical documents issued by the Company at any time in relation to the Contract are issued solely for the Customer's use in connection with the Equipment and shall not be copied reproduced or communicated to any third party without the Company's express written agreement.
- 9.2 THE Company reserves the right to alter or depart from any specification or design of any Equipment sold provided that such alteration or departure shall not to a material extent adversely affect the performance of the Equipment or the quality of the workmanship or the materials used.
- 9.3 UNLESS otherwise expressly agreed in writing any performance figures, quoted or referred to in any specification or other document are estimates only based on assumed conditions in a well managed office with experienced adequate and efficient operatives and appropriate services and proper use of satisfactory material.
10. WARRANTY
- 10.1 THE Company will make good by repair or exchange (at its option) such of the Equipment or part thereof which is shown to its reasonable satisfaction to have proved defective in materials or workmanship during the Warranty Period on the following terms:
- any defect in or failure of the Equipment must be notified to the Company in writing as soon as practicable and in any event no later than three working days after discovery.
- 10.1.2 the Equipment must be unmodified, have been properly used under normal working conditions and have been properly stored, installed and maintained.
- 10.1.3 before returning the Equipment or any part thereof the Customer must obtain a return authorisation number from the Company and details of the Company's returns procedure which must be fully complied with.
- 10.1.4 the Equipment or part to be returned must be delivered to the Company's premises in its original packaging together with supporting documentation showing full description of the alleged fault and quoting the relevant returns number. In the event that the Customer fails to comply with this requirement then the Company will be entitled to charge a 15% minimum handling fee upon authorised return of the Equipment.
- 10.1.5 all delivery charges for carriage to and from the Company's premises must be paid by the Customer.
- 10.1.6 where parts only are returned the Company shall not be responsible for installing any such part after repair or exchange.
- 10.1.7 the Company may elect to carry out any repairs at the premises of the Customer and if so electing then the Customer shall provide the Company's employees or agents with free access to the place of installation and free access to any service or facilities that may be required to repair the Equipment.
- 10.1.8 if it so elects the Company may require the Customer to return the Equipment or part direct to the manufacturer for repair or exchange in which case such repair or exchange on the part of the manufacturer shall satisfy the Company's obligations under this clause 10.
- 10.1.9 the foregoing warranty shall only apply to any replacement Equipment or parts thereof supplied by the Company under this warranty for the balance of the warranty period applicable to the Equipment sold.
- 10.1.10 the benefit of this warranty cannot be assigned on by the Customer to a third party until the Equipment to which it relates has been paid for by the Customer. Nor can the benefit of this warranty be assigned by the Customer to a third party in relation to Equipment that is sold on under a sale, appropriation or delivery effected in breach of the license provided for by clauses 7.5 and 7.6 above.
- 10.2 THE Company gives no undertaking that the Equipment is fit for any particular purpose (including any purpose for which such Equipment is commonly supplied) or is of any particular quality in respect of its appearance, finish, safety, durability or freedom from defects or otherwise. The Customer, having greater knowledge of his own requirements, relies entirely on his own skill and judgement in evaluating whether the Equipment is in every respect of satisfactory quality.
- 10.3 SUBJECT to the foregoing all conditions, terms and representations, express or implied by statute, common law, custom or usage in relation to the Equipment are hereby excluded (so far as they may lawfully be excluded) and the Company shall be under no liability to the Customer for any loss, damage or injury, direct or indirect, resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Company, its employees or agents.
- 10.4 The Company warrants that it will provide such services as it agrees to provide with reasonable skill and care. This warranty is the Company's only warranty relating to services and no other warranty or condition, terms or undertakings, statutory or otherwise, express or implied, will apply.
- 10.5 IN no event shall the Company be under any liability whatsoever and howsoever arising for any loss of use or loss of profits, interruption of business or any other indirect special or consequential loss of any type arising or alleged to have arisen out of any act or default, whether negligent or otherwise, of the Company in respect of the Company's obligations under the contract
- 10.6 If the Customer deals as a consumer as defined in s.12 of the Unfair Contract Terms Act 1977 the above provisions shall not apply and the Customer's statutory rights under the Sale of Goods Act and the Supply of Goods and Services Act will be unaffected.
- 10.7 THE Company does not exclude liability for death or personal injury to the extent that it is caused by the negligence of the Company, its employees or agents nor for breach of any of the undertakings as to title implied into the Contract by S.12 of the Sale of Goods Act 1979.
11. PROGRAM LICENSES AND INTELLECTUAL PROPERTY
- 11.1 The Customer hereby acknowledges that all and any copyright and/or other rights in any Equipment (including but not limited to any software or program) sold by the Company remain the property of Company or the Licensors or Suppliers of such software or program (as applicable) and that neither the Customer nor any Third Party to whom the Customer supplies or transfers the same has any rights therein except as expressly licensed by the Company or the Licensor or supplier of such software or program (as applicable).
- 11.2 The Customer hereby acknowledges that except as expressly licensed by the Licensor or Supplier of any software or program sold by the Company:-
- i. it will comply with the terms and conditions of any licence attaching to such software or program;
- ii. it will not reproduce or translate any software or program or part thereof;
- iii. it will not sell, rent, lease or otherwise part with possession or control of any software or a program to another party.
- Further, the Customer agrees to indemnify the Company in respect of any costs, charges, expenses or liability incurred by the Company as the result of any breach by the Customer of such licence.
- 11.3 The Customer agrees to ensure that all and any software or programs sold by the Company are used by any Third Party to whom the Customer transfers the same only as expressly licensed by the Licensor or Supplier of the software or program.
- 11.4 Upon any supply or transfer of the software or program by the Customer to any Third Party the Customer agrees to transfer to the Third Party clauses 11.1 -11.3 of these conditions and thereby bind the Third Party to the same. Further, the Customer agrees to indemnify the Company in respect of any costs, charges, expenses or liability incurred by the Company as a result of any breach by the Third Party of the terms and conditions of any relevant licence.
- 11.5 For the avoidance of doubt, no title to or property in any software or program sold by the Company and licensed to the Customer passes to the Customer under this Contract.
12. REPRESENTATIONS
- The Company shall incur no liability to the Customer for misrepresentation or misstatement by virtue of any statement made by or on behalf of the Company made in good faith (whether negligently or otherwise), whether such statement is made orally, by conduct or in any letter document or sales literature. Further, the customer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.
13. RETURNS
- THE Company shall be under no obligation to accept return of any Equipment other than as provided in clause 10. If notwithstanding the Company shall in any particular case agree to accept return of Equipment which is not defective then it shall only do so on terms that
- (a) the Customer shall pay a sum in respect of the costs so incurred by the Company equal to twenty-five per cent of the full invoice price subject to a minimum charge of £30
- (b) the Customer shall obtain a returns authorisation number from the Company and comply with the Company's returns procedure and
- (c) the Equipment must be delivered to the Company's premises in its original packaging.
14. TELECOMMUNICATIONS EQUIPMENT
- 14.1 WHEN the Equipment supplied by the Company is to be used in conjunction with British Telecom lines or apparatus then the following additional conditions shall apply:
- 14.1.1 British Telecom shall have the right to require modifications to be carried out to Equipment which is already installed and in use. Any modifications required will be carried out at the Customers expense.
- 14.1.2 in no event shall the Company be liable for damages, loss or injury to British Telecom equipment or personnel in connection with or arising out of the Customers act or neglect.
15. FORCE MAJURE
- THE Company shall not be liable for any delay or failure in performance of its obligations under the Contract which is due to or results from any circumstances beyond its reasonable control including but not limited to delays or defaults of suppliers, or the defaults of any sub-contractor, war, strike, lock-out, trade dispute, flood, accident to plant or machinery, shortage of materials or labour. In any such event the Company shall be entitled to delay or cancel delivery of the Equipment. If due to any such event the Company has insufficient

- stocks to meet all its commitments the Company may apportion available stocks between its customers at its sole discretion.
16. CANCELLATION
NO Contract or order may be cancelled without the Company's written consent. In the event that cancellation is agreed for whatever reason the Customer shall indemnify the Company against all costs, claims, loss and expense occasioned thereby including any consequential loss and loss of profits.
17. EXPORT
17.1 If under this Contract the Goods are to be exported out of England and/or Wales by the Company to the Customer or its order, the following shall apply:
17.1.1 Clause 10.1 (and all sub-clauses of clause 10.1) hereof shall not apply. The Goods are sold with the manufacturer's warranty (if any is provided) only. Subject to its absolute discretion as to how to do so the Company will use its best endeavours, if requested to do so by the Customer, to ensure that the Customers rights against the manufacturer under any such warranty are satisfied.
17.2 The company will not be obliged to deliver Equipment to any territory to which the export of such Equipment is prohibited by export control legislation or restrictions affecting the Company or the Customer.
17.3 If as a result of any non-payment or any other breach of this Contract by the Customer the Company takes any steps, action or proceedings howsoever to obtain payment or to enforce its rights hereunder, the Customer shall be obliged fully to indemnify the Company in respect of any costs (which, if proceedings are issued, shall be paid by the Customer on the indemnity basis) or expenses or liabilities thereby suffered or incurred by the Company.
18. NON-SOLICITATION
18.1 The Customer agrees and undertakes that it will not solicit, or endeavour to solicit, in any way the services of any staff member of the Company.
18.2 This undertaking shall not apply in respect of any staff member who without having been previously approached directly or indirectly by the Customer responds to any advertisement placed by the Customer or on the Customer's behalf.
18.3 Should the Customer breach the terms of this undertaking and employ or engage a staff member (without the Company's prior consent) the Company reserves the right to charge the Customer a fee of 20% of the staff member's annual earnings from the Company.
19. DATA PROTECTION
19.1 To assist with granting unsecured trade credit, the customer agrees that the Company may make such enquiries and searches and obtain such references as it considers reasonable from any person, firm or company including any credit reference agency, and further agrees that the Company may keep a record of any and all such searches on its files. The Customer understands and accepts that any credit reference agency used, will also keep a record of any such search and will share that information with other businesses. The Company may also make enquiries about the principal directors and our declared shareholders with a credit reference agency. The Company will monitor and record information relating to the customer's trade performance and such records may be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.
20. PERSONAL DATA
20.1 Under Article 28 of the GDPR, Northamber is defined as a data "controller" for personal data that you provide for certain transactions that take place between us. For example; when we set up an account & when we process orders for delivery to your premises. As data controller we may collect contact details, payment details and company details. These will be used to transact orders, to confirm credit, to take payment, to deliver goods etc, as required to fulfil our legal and contractual obligations in processing your account and

- orders. This data will only be used by staff who have a business need to access the data, will only be shared with those 3rd parties who enable us to perform our obligations (e.g. credit agencies and delivery firms), will be secure in our online and offline systems and will be retained for a maximum of 7 years in order to enable us to comply with our legal obligations, after which time it will be deleted. Our use of sub-contractors or GDPR "data processors" is governed by an agreement that ensures they are also compliant with GDPR and that the data is dealt with accordingly.
- 20.2 Northamber is defined as a data "processor" for personal data that you provide for certain transactions that take place between us. For example; when we "drop ship" orders to The Customer's own end user customers as or when we transact licensing agreements. As data processor we may collect end user name, address and other contact details that may be passed on to our own sub-contractors (e.g. delivery firms), as required to enable us to carry out our contractual commitments to our customers. This data will only be used by staff who have a business need to access the data, will only be shared with those 3rd parties who enable us to perform our obligations (e.g. vendors for licenses, delivery firms for deliveries), will be secure in our online and offline systems and will be retained for a maximum of 7 years in order to enable us to comply with our legal obligations, after which time it will be deleted. Our use of sub-contractors or GDPR "sub-processors" is governed by an agreement that ensures they are also compliant with GDPR and that the data is dealt with accordingly.
- 20.3 Northamber's Privacy Officer is contactable at the privacy@northamber.com email address. Questions relating to privacy or GDPR should be sent to this email address.
21. GENERAL
21.1 It is a condition of this Contract that the Customer enters this Contract as principal and not as agent for any other person or party. The Customer by entering this Contract agrees and represents that it does so as principal and not as agent. However, if contrary to this, the Customer does enter in to this Contract as agent, then Northamber may sue and at its election obtain judgment against the principal party.
21.2 If as a result of any non-payment or any other breach of this Contract by the Customer, the company instructs solicitors, or takes any steps, action or proceedings howsoever to obtain payment or to entertain its rights hereunder, the Customer shall be obliged fully to indemnify the Company in respect of any costs (which, if proceedings are issued, shall be paid by the Customer on the indemnity basis) or expenses or liabilities thereby suffered or incurred by the Company.
21.3 If at any time one or more of the Conditions in this document becomes in whole or in part void, invalid or unenforceable then the remainder of these Conditions shall nevertheless remain valid and enforceable.
21.4 The Company may (if it so chooses) send any invoice, demand, statement of account or other communication to the Customer by email to any relevant email address from which the Customer has sent emails to the Company (save for such email address as the Customer has notified the Company no longer applies). Subject to this, and subject to clause 3.6, all notices hereunder shall be in writing and shall be given by hand or sent by prepaid first class post or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed (in the absence of earlier receipt) to have been delivered forty-eight hours after despatch and notices sent by facsimile shall be deemed to have been delivered on the first working day following the date of despatch.
21.5 The construction, performance and validity of the Contract and of these conditions shall in all respects be governed by the laws of England and the parties to this Contract hereby submit to the exclusive jurisdiction of Courts of England and Wales.
21.6 Associated Company shall mean Northamber plc or any subsidiary thereof (unless otherwise expressly defined) and "subsidiary" shall have the meaning as defined by section 736 of the Companies Act

The Customer hereby confirms that they understand and accept that telephone calls to and from the company may be recorded.

The Customer hereby confirms that they understand and accept that all invoices will be sent by email.

Authorisation, Undertaking & Acceptance. I/We request a trade credit account and accept and acknowledge that the granting of interest free credit for the period of our normal trade terms by Northamber Plc (or any of it's associated companies) of credit is of commercial value to the Customer hereby applying for it, and that this credit is subject to compliance with the above terms & conditions. In consideration of such credit, I hereby personally undertake and warrant to Northamber and its associated companies that:

The Customer will not place orders with Northamber or its associated companies at any time that the Customer may be unable to pay for them or is unable to pay its debts as they fall due, nor will the Customer, at any such time, dispose of Equipment title in which remains in Northamber (or in any of its associated companies).

The Customer will disclose to Northamber all material information relevant to its granting of credit, and will promptly notify Northamber in writing of any material adverse change in the Customer's financial position or trading prospects from that previously notified to Northamber. The Customer will not factor its debts to a third party without Northamber's prior written consent.

I confirm that the information provided in this Trade Application Form is true. By completing this Trade Application Form I agree that the information contained therein shall be deemed to apply to all our trade accounts with Northamber plc and its associated companies, or divisions.

I confirm that I am authorised to sign this application and as owner/director agree to and accept the Standard Conditions of Northamber plc and associated companies as set out in this Trade Application Form which includes an agreement that all Equipment shall remain the property of Northamber plc until payment is made in full for all sums due under all contracts. I accept that these Standard Conditions shall remain in force until such time as they are reviewed and any changes are notified to the Customer by Northamber plc. Continued purchases by the Customer after such notification will be deemed to amount to an acceptance of such changes.

SIGNED: _____

POSITION: _____

PRINT NAME: _____

COMPANY: _____

DATE: _____

COMPANY REGISTRATION NO: _____