

# Appendix

## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1 Definitions & Interpretation

In these conditions, the following words shall have the following meanings:

<b>“Buyer”</b>	means the person(s), firm or company who purchases the Goods from the Seller;
<b>“Contract”</b>	means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions;
<b>“Goods”</b>	means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them); and
<b>“Order form”</b>	means the Seller’s standard order form for Goods;
<b>“Seller”</b>	means Range Communications (Nottingham) Limited of/having its registered office at Private Road No.7 Colwick Industrial Estate, Nottingham;

1.2 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.3 In these Conditions, headings will not affect the Construction of these Conditions.

### 2 Application Of Terms

2.1 The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 Each order for Goods by the Buyer from the Seller shall be on an Order Form and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

2.3 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller of (if earlier) the Seller delivers the Goods to the Buyer.

2.4 Any quotation is given by the Seller on the basis that no Contract shall come into existence until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid until the end of the month from its date, provided that the Seller has not previously withdrawn it. Quotations can be withdrawn at any time.

2.5 Terms and conditions for the network service provider can be found on the back of the contracts supplied by the network service provider and signed by the Buyer.

### 3 Price & Payment

3.1 The price for the Goods (including delivery) shall be the price set out in the Seller’s price list published on the date of delivery.

3.2 Payment of the price for the Goods is due [within 14 days of the date of/on] delivery of the Goods.

3.3 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to charge interest on the outstanding amount from the due date at the rate of [3] % of the base lending rate of HSBC accruing on a daily basis until payment is made.

### 4 Description

4.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form any part of this Contract.

### 5 Delivery

5.1 The Seller will deliver the Goods ordered by the Buyer to the address for delivery specified in the Order Form.

5.2 Delivery will be made as soon as possible after the Buyer’s order is accepted and in any event within 30 days of the date of the Order Form.

5.3 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate, and time of delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

### 6 Risk/Title

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

### 7 Liability

7.1 If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 10 working days of the delivery of the Goods.

7.2 If the Buyer does not receive the Goods ordered by it within 30 days of the date of the Order Form, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 40 days of the date of the Order Form.

7.3 If the Buyer notifies a problem to the Seller under either Condition 7.1 or Condition 7.2, the Seller's sole and exclusive obligation will be, at the Seller's option:

- to make good any shortage or non-delivery; or
- to replace or repair any Goods that are damaged or defective; or
- to refund to the Buyer the amount paid by the Buyer for the Goods in whatever way the Seller chooses.

7.4 Save as precluded by law, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising under or in connection with the Contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under Condition 7.3.3 above.

7.5 The Buyer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the Goods from the Seller. The Seller makes no representation and accepts no liability in respect of the export or import of the Goods.

7.6 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or Personal injury resulting from the Seller's negligence.

## 8 Notices

Unless otherwise expressly stated in these Conditions, all notices from the Buyer to the Seller must be in writing and sent to the Seller at 25 The Strand, Attenborough, Nottingham, NG9 6AU. All notices from the Seller to the Buyer will be sent to the Buyer's address specified in the Order Form.

## 9 Events Beyond the Seller's Control

The Seller shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Seller's control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## 10 Invalidity

If any of these Conditions (or part of any of these Conditions) is unenforceable (including any provision in which the Seller excludes its liability to the Buyer) the enforceability of the remaining Conditions (or remaining part of any Condition) will not be affected.

## 11 Third Party Rights

Notwithstanding any other provision of the Contract, nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

## 12 Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the courts of England and Wales shall have jurisdiction to resolve any disputes between the Seller and the Buyer.

## 13 Entire Agreement

The Contract sets out the entire agreement between the Seller and the Buyer. Nothing said by any sales person on behalf of the Seller should be understood as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Seller shall have no liability for any such representation being untrue or misleading.

No variation of or amendment to the Contract shall bind either party unless made in writing and signed by the authorised representatives of both parties.

See also the guide to Selling Online and E-Commerce.