

Daytona Group Plc Terms and Conditions of Supply.

- 1 These Terms and Conditions are made between Daytona Group Plc (hereinafter referred to as the 'Company') and the Customer (hereinafter referred to as the 'Customer').
 2. **GENERAL**
 - 2.1 No order submitted by the Customer shall be deemed acceptable by the Company until the goods have been despatched by the Company and a despatch note issued to the Customer.
 - 2.2 The Customer shall be responsible for ensuring the accuracy of any order submitted by the Customer including confirming in writing any telephone orders and for giving the Company any necessary information relating to the contract and delivery (as the case may be) within a sufficient time to enable the Company to deliver the Goods to the premises notified to the Company by the Customer.
 - 2.3 Written confirmation of any telephone orders shall clearly indicate that they are only confirming an earlier telephone orders and shall contain details of the Customer's account number and purchase order number.
 3. **PRICE**
 - 3.1 The prices of the Goods shall either be the price payable for the Goods at the time of acceptance of the Customer's order in accordance with the provisions of Clause 2.1 or in cases where the Customer at the time of payment cleared subject to Company reserving the right to give notice in writing to the Customer at any time before delivery to increase the price of Goods to reflect any increase in cost of the Goods to the Company which is due to any matters beyond the Company's reasonable control including (without limitation) any increase in Value Added tax (VAT), transport costs, shipping insurance, carriage, postage and packaging and any other applicable duties and taxes.
 - 3.2 All prices stated in any Company's catalogue sales literature price list or other documentation may be altered by the Company at any time without notice to the Customer.
 - 3.3 The prices for any Goods quoted in any catalogues sales literature or price lists is exclusive of any applicable VAT and carriage charge, shipping insurance, postage and packaging and any other duty taxes and applicable charges in relation to the Goods, which the Customer shall additionally be liable to pay the Company.
 - 3.4 The price for the Goods stated in any invoice shall be exclusive of VAT.
 - 3.5 The Customer shall be liable for any reasonable costs incurred by the Company in the event of variation or suspension of any order by the Customer.
 - 3.6 **COMMODITY PRICING AND DISTRIBUTION**

Low Margin or Loss Leader products such as Computers, Computer Accessories, Computer Consumables and Computer Printers are sold as "Commodity Sale" and that payment is required in full prior to supply or due for immediate settlement if payment on invoice terms are agreed by the Company. The Customer accepts that signing and taking delivery of a "Commodity Sale" they agree to the above terms and conditions and accept that the price(s) agreed at time of purchase reflect prompt payment. If the Customer fails to make payment within the terms of a "Commodity Sale" the manufactures recommended retail price (RRP) less 10% becomes applicable and payable in addition to clause 4.4.1 / 4.4.2.
 4. **PAYMENT AND PAYMENT TERMS**
 - 4.1 Equipment Purchases:- Cleared Funds.
30-Day equipment purchasing accounts available to public sector bodies only Please call for details.
Minor Consumable Purchases: - 1-30 Days from date of invoice. Larger Consumable Purchases: - Cleared Funds. Please call for details.
Engineering Services and Service Spare Parts: - 1-30 Days from date of invoice.
 - 4.2 Subject to any provisions in these conditions all invoices shall be paid by the Customer within the specified time from date of the Company's invoice.
 - 4.3 The time of payment of any invoice shall be of the essence of the Contract and Receipts for payment shall be issued to the Customer only on request. The Company does not recognise "pay on statement" and or "payment at end of following month" policies and no goods or services are supplied under these terms unless pre arranged with the Company.
Statements of account are only sent to established account Customer's upon registered request and no payment should be withheld pending receipt of any statement.
 - 4.4 If the Customer fails to make any payment on the due date then (without prejudice to any other rights or remedies the Company may have) the Company shall be entitled to:-
 - 4.4.1 cancel the Contract or suspend any further deliveries to the Customer, and;
 - 4.4.2 Charge interest on a day-to-day basis on all overdue sums owed at the rate of 8% over the base rate of the National Westminster Bank Plc. Interest shall be calculated from the last date the sums in question were due payable to the date of actual payment. Any debt administration and legal fees or charges that may be incurred in the collection of overdue accounts will be chargeable to and payable by the Customer. Including losses and costs incurred after or to enforce a County Court judgement or High Court judgement.
 - 4.4.3 The Company at its discretion shall be entitled to apply a minimum debt administration charge of £35.00+VAT to all undisputed/unpaid debt exceeding our terms and conditions.
 - 4.4.4 The Company at its discretion shall be entitled to apply a minimum legal administration charge of £178.00+VAT to all undisputed/unpaid debt exceeding our terms and conditions.
 - 4.5 Customers are required to pay the Company with cleared funds for all orders for Goods below £20. Goods in question shall only be dispatched to the Customer (in the case of payment by cheque) when the Company is satisfied that the payments in question have cleared.
 - 4.6 The Customer may not assign any invoice issues by the company to another party without prior consent from the Company.
5. **CREDIT**
 - 5.1 The Company may at its sole discretion offer the Customer credit and in cases where Credit is offered to the Customer payment shall be made by the Customer in accordance with the provisions of Clause 4.1.
 - 5.2 Credit shall be offered to the Customer subject to the Company being satisfied as to the Customer's credit worthiness and the Customer acknowledges that the Company may carry out status enquiry checks and/or submit the Customers details to credit reference agencies who will maintain a record of a credit search. The Company may withhold despatching Goods to the Customer until such time as the credit worthiness of the Customer has been approved or the Customer has provided sufficient security to the Company or the Customer has made payment in full for the Goods in question. Failure to provide sufficient security or to make payment in full for the Goods shall entitle the Company at its discretion to suspend despatching any Goods or cancel the Contract without the Company incurring any liability to the Customer.
- 5a. **FINANCIAL EXPOSURE AND RECOVERY**
 - 5a.1 The Customer as a (Private Individual, Business Proprietor, Business Partner or Company Director) guarantees and indemnifies the Company from bad debt and permits the Company to counter the risk of bad debt. The Customer agrees to reimburse the Company in full for all losses, legal fees and all other collection costs and expenses incurred in enforcement of these conditions. The Company reserves the right to assign or factor debt at time of invoice or to recover unpaid debt by means of appointed collection agencies or to collect unpaid debt by use of its own procedures for debt recovery. If for any reason you cannot make full payment of our invoice(s) please contact our accounts dept. Tel: 01737 789 999 Fax: 01737 789 888
6. **DELIVERY**
 - 6.1 The Company shall deliver the Goods to any premises notified to the Company by the Customer and for the avoidance of doubt the Customer shall be liable for any costs incurred by the Company in relation to carriage postage and packaging and any other applicable duties and charges.
 - 6.2 The Company shall use its reasonable endeavours to deliver the Goods to the premises stated by the Customer by any delivery date estimated by the Company and for the avoidance of doubt the Customer acknowledges that the delivery date is not guaranteed or the essence of the Contract and that the Company shall in no circumstances be liable to the Customer or any losses, damages or charges incurred by the Customer due to the late delivery of Goods.

- 6.3 Goods delivered to the Customer shall be deemed accepted by the Customer and the Customer shall inspect the Goods immediately upon delivery and in all cases inform the Company in writing within five days of any damage, shortages or non-delivery of the Goods.
- 6.4 Where the Goods are being delivered in instalments each delivery shall constitute separate contract and failure by the Company to deliver one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as repudiated.
- 6.5 If the Customer fails to take delivery of the Goods (or fails to give the Company adequate delivery instructions at the time stated for delivery otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other rights or remedies available to it the Company may:-
- 6.5.1 Store the Goods until the actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- 6.5.2 sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and charge the Customer any shortfall below the price obtained under the contract.

7. RISK

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer.
- 7.1.1 In the case of Goods being collected by the Customer at the Company's premises after notifications from the Company that the goods are ready for collection, at the time when the Customer collects the Goods from the Company's premises; or
- 7.1.2 At point of delivery to the Customer's premises at the time of delivery, or if the Customer wrongfully fails to take delivery of goods, at the time when the Company has tendered delivery of the Goods to the Customer.

8. TITLE OF OWNERSHIP

- 8.1 Upon delivery and the passing of risk of Goods, title of ownership in the Goods shall not pass to the Customer until the Company has received payment in full for the Goods.
- 8.2 Until such time as title of ownership in the Goods passes to the Customer the Customer shall keep the Goods separate from the Customer's Goods and those of any third parties and property stored, protected and insured and identified as the Company's property. Until such time as property in the Goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company. If the Customer fails to do so immediately the Customer shall permit the Company or its appointed agents or representatives to enter upon the Customer's premises or any premises of any third party where the Goods are stored and repossess the Goods without liability.

9. BOX SHIFT

- 9.1 Unless specifically ordered in writing by the Customer the Company shall not provide any installation of Goods, connection of the Goods to existing equipment or systems, site preparation or training.
- 9.2 If the Customer requests that any installation, connection, site preparation, training or other services are provided by the Company the Company may at its discretion provide these at the Company's standard rates for such services prevailing from time to time.

10. CANCELLATION

- 10.1 No order which has been accepted by the Company in accordance with the provisions of these conditions may be cancelled by the Customer except with the Agreement in writing of an authorised representative of the Company and on the terms that the Customer may be required to indemnify the Company in full for any costs, damages, losses charges and expenses (including any loss of profit) incurred by the Company as a result of the cancellation.

11. WARRANTIES

- 11.1 Most new products are sold with a manufacturer direct warranty, or the Company's own extended warranty programme, the repair or replacement of a product is subject strictly to the respective manufacturer's policies. Where a Customer notifies the Company of a defect in the Goods within the time provided for the applicable manufacturer's policy, which defect is subsequently verified by the manufacturer and/or the Company's technical inspectors, the Company at its sole discretion will repair/replace the Goods or refund the monies paid by the Customer for the Goods.

12. RETURNS

- 12.1 The Company will accept unwanted products from the Customer within 14 days of delivery, provided that the goods are in an unopened condition in the original pristine packaging and complete with accessories, sealed manuals, unopened sealed software and be in a totally resalable and will be subject of a minimum handling fee of £20 or 15% of goods value whichever is the greater. Non-stock, special order items, opened software, and some printed circuit boards are not returnable.
- 12.2 The Company does not supply items on a test or trial basis and we strongly advise customers to check suitability and all specifications before ordering. (Please always check with the manufacturers web site and/or our technical dept for suitability of a product)
- 12.3 All returned goods must be accompanied by a Returns Manifest Advice Number (RMA) which can be obtained by contacting the sales department on 01737 789999. **Returned goods will not be accepted by the Company without a RMA number.** The RMA number must be clearly marked on the outside of the packaging not on the goods or their immediate/display packaging. Failure to follow these instructions may result in a delay and additional costs.

The Company will advise the Customer of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection of the product or request that you return the product directly.

If the Company arranges courier collection of your return, the Company is unable to specify the collection time, and it is the Customers responsibility to ensure that someone will be present when the courier arrives at the collection address. The courier's collection charge is applied to the customers account in the event that a customer fails to assist a collection arrangement.

If the Company request the Customer to return the item to us directly, please do so to our address as detailed on our RMA form. Proof of postage is not necessarily proof of delivery and therefore the Company strongly advised that you send your package by recorded delivery, registered post or courier and to maintain sufficient insurance to cover the value of the goods.

The Company cannot accept liability for packages damaged during transit. It is the Customers responsibility to ensure that the package is wrapped adequately to prevent damage.

Where appropriate the cost of returning the item will be refunded to you.

- 12.4 No correctly supplied item that has clearly been used can be returned for credit.

13. COMPLETE AGREEMENT

- 13.1 The terms of this Agreement constitute the whole of the Agreement between the parties. Any enlargement, variation, exclusion or addition shall be without effect. No variation to these conditions (including the incorporation the Customer's standard terms and Conditions of business) shall be binding upon the Company unless agreed in writing by the Company and signed by an authorised representative of the Company.
- 13.2 The Company's employees, agents or representative are not authorised to make any legal representations concerning the Company unless an authorised representative of the Company confirms such representations in writing.

- 13.3 This Agreement is governed by the law of England and Wales.**