

TERMS AND CONDITIONS

(1) Definitions

In these conditions: “Qual” means Qual Ltd. “Customer” means Qual’s immediate customer for Product or Service. “Product” means items sold under a contract of sale to which these conditions apply. “Services” means installation, repair, maintenance and other services provided by Qual to which these conditions apply.

(2) Formation of Contract

Customer may place orders for product and services by fax or post. A contract of sale may not be concluded until Qual sends an order acceptance confirming Product availability, scheduled delivery dates and price. This shall constitute acceptance of customer’s order. Any quotation issued by Qual shall be construed as an “invitation to treat”. Customer purchase order, Qual’s order acceptance and these terms and conditions constitute the entire agreement between the parties relating to the supply of Product or Service. Any variation must be in writing. Any standard purchasing terms are hereby excluded.

(3) Software

Where product includes software delivered on magnetic or optical media, Customer agrees to be bound by the applicable software licence restrictions relating thereto (Whether contained in “shrink wrapped” licence terms or otherwise), and Customer agrees to ensure anyone to whom it sells or otherwise disposes of Product is similarly bound by such terms.

(4) Price

Prices for Products of Services shall be set out in Qual’s order acceptance. Prices exclude VAT and similar charges and taxes. Prices are effective as of the date of acceptance by Qual of Customer’s order. Qual may at any time change its prices without notice.

(5) Delivery

Prices are exclusive of delivery of Product. Delivery dates quoted by Qual are best efforts forecasts made in good faith, but Qual cannot accept responsibility or liability for any delays.

(6) Returns

Where returns are permitted by our supply chain, Qual allows Customers to return unopened Products; however, all returns are at Qual’s sole and absolute discretion, will depend on our suppliers’ returns policies and may be subject to reasonable restocking fees or other conditions. Other than in line with the relevant Manufacturer’s ‘dead on arrival’ (**DOA**) policies or warranties, Qual will not accept returns with a value below £50.

Under no circumstances will Qual accept returns of opened Products unless those Products are faulty and the provisions of the remainder of this clause are met. For the avoidance of doubt, no Software on which the seals have been broken can be returned. Software licences provided electronically (i.e. other than in physical format) are non-refundable.

In circumstances where return of Product(s) is permitted by Qual, it will issue a credit note to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund, or a credit on account where appropriate, will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on request. The Customer must observe the requirements of the Manufacturer's DOA policy and/or warranty, including notifying Qual of a defect in the Products within the required time limit.

Although Qual may make reasonable endeavours to troubleshoot any problems the Customer experiences with the Products, the Customer acknowledges that Qual is not the Manufacturer of the Products and that Qual may be contractually limited by that Manufacturer as to the extent of the assistance they are permitted to provide. Accordingly, the Customer may be required to contact the Manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation (which shall be retained by the Customer, along with any call/case reference numbers, and presented to Qual upon request).

In the case where it is established that Products are faulty or defective within the relevant Manufacturer warranty or DOA period, Qual's customer service department will arrange with the Customer to have the Products collected or returned. In some instances, the Manufacturer's warranties require the Customer to contact a repair agent directly. If this is the case, the Customer will be informed by Qual's customer service department and provided with the contact details for the relevant Manufacturer to discuss such collection or return.

Where Qual has indicated to the Customer that the return of a Product is permitted, the Customer is responsible for ensuring that the Products are returned to Qual (or the relevant third party) in their original packaging together with all disks, manuals, cables and any other peripherals, accessories, consumables and other parts or items with which they were boxed or inseparably supplied so as to ensure satisfaction of the Manufacturer's DOA policy and/or warranty stipulations (as appropriate), safe transit and ease of identification. The external packaging must not be damaged or defaced so it is recommended the goods are re-boxed for transport.

The Products will be tested on receipt. If no fault is found the Products shall be returned to the Customer at the Customer's cost. If a fault is found and the applicable Manufacturer's DOA period is exceeded, then the Products will be repaired and/or replaced under the terms of the Manufacturer's warranty, to the extent that such warranty remains in force at that time.

In the event that the Manufacturer's DOA cover and/or warranty have lapsed, expired, been invalidated or did not apply, Qual shall have no liability to the Customer for such Product(s).

(7) Risk and Title

Risk to Product passes when delivered to or collected by Customer, or Customers nominated carrier. Delivery takes place when Customer or its nominated carrier signs the delivery note and or manifest. Title to Product passes when paid for in full. If payment is overdue, Qual may require Customer to return unpaid Product, and shall be entitled to enter Customers premises to recover such products.

Customer may re-sell all unpaid Product in the normal course of its business, but shall account to Qual out of the proceeds of sale of all sums outstanding, and pending such accounting will hold the same on trust for Qual. This right of Customer to re-sell unpaid Product may be terminated on written notice from Qual, and shall terminate automatically upon the appointment of a Receiver, Liquidator or Administrator or any other Act of insolvency of Customer.

(8) Payment Terms

Product will be invoiced when ready for delivery. Where credit terms have been agreed, invoices are payable within 30 days of invoice date. Where credit terms have not been agreed, invoices must be paid for before the Product is delivered. Qual may delay all future deliveries of Product, (and return any items being repaired) and may decline to accept any new orders when amounts are overdue, or Customers credit limit has been exceeded. If delivery is made in instalments, payment shall be made in respect of each delivery. No claim in respect of any one disputed item or invoice shall entitle Customer to withhold payment on any other item or invoice. If Customer fails to notify Qual in writing of any inaccuracy in any invoice or delivery of Products thereunder (incorrect price, short or damaged delivery) within 7 working days of the invoice date, Customer will have presumed to accept the invoice in full.

(9) Force Majeure

If Qual is prevented by force majeure from delivering Product, or performing any other obligations, Qual will be excused its performance for so long as such cause shall continue. Force majeure shall include civil commotion, riot, threat or preparation for war, fire, flood, earthquake, labour dispute, failure of gas, water, electricity or other services, interruption of transport, law, rule or regulation of any Government or other authority, or any cause beyond the reasonable control of Qual.

(10) Qual's Liability

- a) The conditions and warranties implied by the sale of goods Act 1979 shall apply to the extent permitted by the law. All other conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and the remaining provisions of this condition shall apply in lieu thereof. Qual shall not be liable for any indirect or consequential loss whatever and however arising.
- b) If any of the goods shall be found to be defective and such defects are reported by the buyer in writing to Qual within 14 days of discovery of the defect but in any event within 3 months of delivery of the same Qual may, at its option, either repair or replace any part of the goods or make an equivalent quantity of the goods available to the buyer free of charge, ex-works or repay a corresponding proportion of the price to the buyer but shall not be under any other liability.
- c) Qual shall be under no liability in respect of alleged defective goods unless:
 - i. The buyer gives to Qual written notice and details of the defect within the periods mentioned above.

- ii. The buyer gives Qual's representative adequate opportunity to inspect the goods and remove samples for analysis.
 - iii. The buyer has used and dealt with the goods properly and stored the goods in accordance with the manufacturers' recommendations.
- d) All descriptions, depictions and other particulars supplied by Qual, in catalogues, price lists or other documents issued by Qual or statements made by word of mouth are given for general information purposes only and the buyer acknowledges that it is not entering into the contract in reliance thereon.
- e) In the event of wrong goods being delivered such mistakes are to be reported by the buyer to Qual within 3 days of delivery.

(11) Repairs

Where Product is returned under warranty, such items should be returned carriage paid to Qual. Qual will replace or repair the defective Product. Qual reserves the right to charge where no fault is found in the Product. Qual will endeavour to replace or repair the Product within a reasonable time, but Qual can give no guarantees that repairs will be completed in a particular time.

(12) Application Law

All disputes and disagreements that cannot be resolved will be settled in the English Courts. English law shall apply.