

Insight Enterprises Ltd (Company Number: 05755912) - General Terms

1) DEFINITIONS AND INTERPRETATION

In these Terms

- a) The "Company" shall mean Insight Enterprises Ltd (Company Number: 05755912) whose registered office is at Priory House, 2 Priory Road, Dudley West Midlands, DY1 1HH.
- b) The "Buyer" shall mean the person, firm or Company with whom the Company contracts.
- c) The "Price(s)" shall mean the price payable for the Goods.
- d) The "Goods" shall mean the goods, services and installation of goods ordered by the Buyer from the Company in accordance with these Terms pursuant to the Quote.
- e) The "Quote" shall mean the quote upon which the Company has agreed to deliver the Goods to the Buyer.
- f) The "Contract" shall mean the contract made between the Company and the Buyer pursuant to the Quote for delivery of the Goods for which the Buyer agrees to pay the Price and for which the Buyer agrees that these conditions shall apply to the exclusion of any terms and or conditions which the Buyer tries to impose whether under its purchase order or otherwise.

The following conditions issued by the Company apply to the Contract of which these conditions form part to the exclusion of any conditions and or purchase order of the Buyer.

2) QUOTATIONS

- a) The Quote is an offer by the Company to supply the Goods which will be valid for the period set out in the Quote and will lapse if not accepted by the Buyer (and if accepted by the Buyer this will be the Contract) and or if withdrawn by the Company prior to acceptance by the Buyer provided always that the Buyer's terms and conditions whether general or specific, shall at no time apply to the Contract.
- b) The Company has allowed within the Price for removal of all materials used within the packaging of the Goods and or where the Company replaces original goods owned by the Buyer for Goods all title in the original goods and or the packaging remain and or will vest in the Company absolutely to the exclusion of the Buyer ownership and the Company shall have the right to take away, re-sell, dispose of and or re-use the goods.
- c) Where Goods are installed by the Company, the Company will not be responsible for either the ability of the main structure to support and or accommodate the functionality of the Goods or any damage to the integrity of any weather seals and or the functionality of the structure, howsoever caused and it will be the responsibility of the Buyer to check the integrity of all-weather seals and structures and to make good any defects after installation of the Goods and the costs of remedial work undertaken by the Buyer and or its contractors will be the responsibility of the Buyer and not the Company.

3) PRICES

- a) Where the Goods are sold by reference to the Company's published price list, such price list shall prevail from time to time unless amended by the Quote and where there is a conflict between the price list and the Quote, the higher of the two shall apply. Notwithstanding the generality of the foregoing, there will be a day rate in respect of installation of the Goods under the Contract as set out herein.
- b) The Price may at the option of the Company be increased where the cost of raw materials have increased and this can be notified to the Buyer by the Company at any time and it is the Buyer's obligation to check with the Company that the Price is still valid before acceptance of the Contract.
- c) The Price does not include any special delivery costs unless expressly stated to the contrary. If the Buyer requests special transportation arrangements, the extra costs for such special transportation arrangements shall be the sole responsibility of the Buyer.
- d) The price does not include for unforeseen circumstances and excludes costs associated with (but not limited to):
 - i. incompatibility issues associated with aged and obsolete equipment
 - ii. the elimination process of fault-finding
 - iii. the failure of multiple systems within a machine / equipment
 - iv. the necessity to replace a part / system to effectively fault find another part of that machine / equipment.
- e) All prices are quoted in pounds sterling unless otherwise specified and all payments must be made in pounds sterling unless expressly agreed in writing by the Company.
- f) All prices quoted are exclusive of Value Added Tax ("VAT").
- g) Subject to any special terms set out in the Quote, any credit must be approved by the Company for the Buyer, and where credit has been given, the Buyer's accounts are due for payment by the Buyer 30 days from the date of the Company's invoice to the Buyer and in absence of agreed credit terms payment must be received by the Company before the Goods will be delivered.
- h) Failure by the Buyer to pay for Goods in accordance with the Quote shall entitle the Company to suspend any further deliveries of the Goods without prejudice to any other rights the Company may have.
- i) The Company reserves in its absolute discretion to require the Buyer to pay for Goods immediately upon demand notwithstanding credit terms have been agreed and or payment terms have been agreed for the Goods whether or not this is in accordance with the Quote or otherwise on the basis that the Company has doubts as to the financial position of the Buyer.
- j) Legal title to the Goods shall not pass to the Buyer until full cleared payment for the Goods has been received by the Company from the Buyer and the Buyer agrees that the Company is authorised (whether through its agents or otherwise) at all times to enter onto the premises of the Buyer for the purpose of dismantling and or removal of the Goods and the Company shall not be responsible for the damage caused by such removal or for any loss caused to the Company as a result of the Buyer not having the benefit of such Goods and notwithstanding the generality of the foregoing the Buyer shall not do anything to interfere with the Company's ownership of the Goods and if the Buyer does not deliver the Goods to the Company upon demand, the Buyer shall indemnify the Company in full and at all times for any cost, losses and or claims that the Company may suffer.

- k) Day Rates:
 - i. Day work rates will be utilised if it is necessary to apply standing time due to the Company's engineers being stopped from working on the Buyer's instructions, for any reason or for additional work requested by the Buyer.
 - ii. Day work rates are at the Company's standard prices, details available on request.
 - i. All time is chargeable including travelling. Overtime (O/T) rate is for any site or travelling time incurred prior to 08:00 and after 16:30 hours Monday to Friday.
- l) Where the actions of the Buyer cause the time spent by the Company to exceed that contained within the Quote, the Company reserves the right to charge for additional costs to include, but not limited to:
 - (i) all standing time (to be charged at the standard rate of the Company); and or
 - (ii) associated travel expenses for employees and or contractors of the Company; and or
 - (iii) associated accommodation costs for employees and or contractors of the Company.

4) DELIVERY AND COMPLETION DATES

- a) The delivery and performance dates in respect of the Goods and services specified in the Quote are approximate and unless otherwise expressly stated, time is not of the essence.
- b) Delivery of the Goods shall take place once the Goods leave the Company's premises. The Company shall not be responsible for any loss and/or damage to the Goods that may occur between transportation from the Company's premises to the Buyer's premises (the "Transportation Period"). The Buyer may obtain insurance at the sole cost of the Buyer for the Transportation Period should it wish to do so.
- c) The Company will not be liable in any circumstances for the consequences of any delay in any delivery or failure to deliver if that failure is due reasons outside of the Company's control including, but not limited to, act of God, fire, indelment or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), breakdowns, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by the Company's supplier and/or sub-contractors, government order or intervention and access to the Buyer's premises for the purpose of delivery of the Goods and or anything which is on the Buyer's premises which prevents the Company from installing the Goods, any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.
- d) No delay shall entitle the Buyer to reject any delivery or any further inspection or part of the order or any order from the Buyer or to repudiate the Contract.
- e) The Company cannot undertake to meet any schedule of the Buyer's requirements supplied after the date of the Contract and will have no liability whatever for the delay in meeting or failure to meet all or any such requirement (however such failure or delay may arise).

5) DELAYED ACCEPTANCE

- a) If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and are ready for delivery, the Company may arrange storage of the Goods and the Buyer shall be liable for the Company for the reasonable costs (including insurance) for such storage and/or costs in rearranging the said service. During such storage period, the legal title to the Goods shall remain with the Company. This provision is without prejudice to any other right the Company may have in respect of the Buyer's failure to take delivery of the said Goods or to pay for them in accordance with the Contract.

6) WARRANTY: LIMIT OF RESPONSIBILITY

- a) The Company warrants (other than in respect of Goods which carry a third party manufacturer's warranty in which case the Buyer has to rely on the third party warranty) that it will (at the Company's choice) either repair or replace, or refund up to the full Price of any Goods which are found within a period of 12 months from the installation of the Goods to be materially defective or not in accordance with the Contract or express description or representation given or made on behalf of the Company in the Quote provided always that the limit of the Company's liability shall be the Price.
- b) The Buyer's remedies in respect of any claim under the express warranty in clause 6a) or any condition or warranty implied by the law or any other claim in respect of the Goods or workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in all cases be limited to the repair or replacement of the Goods or to a refund up to the Price and the Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available to the Buyer in law is hereby excluded to the extent permitted by law.
- c) A claim by the Buyer in accordance with this clause 6 in respect of any defect or failure by the Company to comply with the Quote shall not entitle the Buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment. The Company will require a reasonable period of time to carry out any repairs or replacement.
- d) The Company shall not be liable under the warranty contained in this clause 6:
 - i. to the extent that there has been damage caused by or related to the improper incorporation, assembly, uses, processing, storage or handling of the Goods by the Buyer;
 - ii. To the extent that it relates to third party proprietary parts failure (including any parts and or tooling and or machinery manufactured by a third party) or the labour associated with the diagnosis, removal, and replacement or retesting of this equipment if such proprietary parts fail within the warranty period on the basis that the Buyer will rely on the third party manufacturer's guarantee ("Third Party Warranty").
 - iii. If the Company is called out for repairs which fall outside the warranty provided by the Company in this clause 6, the Company will charge for all

repair works at the Prices detailed clause 3(i) (and to the extent that it is not included in clause 3(i)), it shall be at such rates which the Company charge from time to time in respect of the same) to include work done under Third Party Warranty.

- iv. To the extent that the repair is caused by, or as a consequence of, improper use, abuse, vandalism or other non-operational or incidental damage to the Goods.
- v. If the Company is not given or are not able to carry out (due to reasons beyond the Company's control) maintenance for the period of the warranty.

7) MODIFICATIONS

- a) Any extra work, requirement or modifications (including but not limited to modification work) in relation to the Goods or their installation which is expressly specified in the Contract or which is expressly excluded by these conditions and which the Buyer requests shall, if the Company is able and willing to agree thereto, be charged extra to the Buyer at the Company's absolute discretion (including an appropriate allowance for the profit) and the Company shall be allowed a reasonable extension or postponement of performance and/or delivery dates required to comply with any such requests from the Buyer.

8) TESTING

The Company shall only be obliged to carry out tests and inspections which are specified in the Contract, and reasonable excesses and deficiencies thereof shall be accepted by the Buyer who shall not be entitled to reject Goods on the grounds that they are not precisely as specified. Test and inspection shall take place under the Company's standard testing arrangements. Any additional testing which the Company expressly agrees to carry out for the Buyer shall be charged extra to the Buyer and shall be undertaken subject to these conditions. Where the Buyer requires to be present at any tests or inspections the Company shall give the Buyer as much notice as is reasonably possible of the dates and time such tests and inspections shall take place and if the Buyer or any third party fails to attend such tests and inspections, the Company shall be permitted to undertake such tests and inspections without the liability to the Buyer and shall notify the results thereof to the Buyer who shall not be entitled to request further tests and inspections.

9) CUSTOMER SPECIFICATIONS

- a) The Company is entitled to assume that all drawings, descriptions, specifications requirements and other information supplied by the Buyer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Buyer's requirements, and the Company shall not be liable if the drawings, descriptions, specifications requirements and other information supplied by the Buyer to the Company are not complete, accurate and suitable for the Buyer's requirements.
- b) Where the Buyer has supplied the Company specifications, the Company shall not be responsible for any loss or damage as a result of failure of the Goods other than to the extent that the Goods do not meet the specification. And for the avoidance of doubt, any specifications provided by the Buyer to the Company which form the basis of the Quote form part of this Contract.

10) COPYRIGHT

- a) The design, specification, drawings, sketches, ideas, risk assessments, method statements and any other documents relating to the Quote, Contract and Goods and all matters ancillary to it are copyright protected and fully reserved by the Company and the Buyer does not have any right to use the same.
- b) All documents remain the intellectual property of the Company.
- c) Release of information in whole or in part is strictly prohibited. No documents may be released to any third party without the prior written consent of the Company.
- d) In the event that the Buyer goes into liquidation, bankruptcy, or receivership, the Goods, supplied by the Company, do not pass to a third party, either as an entire constructed item, or as spares. The Company reserves the sole right to enter any buildings and remove the Goods in order to mitigate any losses that may have been incurred and notwithstanding anything else, the Buyer appoints the Company as the Buyer's irrevocable agent at all times to enter onto the Buyer's premises for this purpose and to the extent that the Company suffers any loss or damage, the Buyer herein agree to indemnify the Company in full and at all times for any loss that the Company may suffer.

11) SUB-CONTRACTING

The Company reserves the right to sub-contract the whole or any part of the Contract.

12) FORBEARANCE

No forbearance or indulgence by the Company shown or granted to the Buyer whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer to be regarded as a waiver of any of these Terms.

13) THIRD PARTIES

A person who is not a party to these Terms shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

14) APPLICABLE LAW

These Terms shall in all respects be governed by and construed in accordance with the laws of England and Wales and the Buyer hereby submits to the non-exclusion jurisdiction of the English courts.