

TERMS AND CONDITIONS OF SALE

Warranty

- 1) Datanet warrants that all new equipment sold is free from defects in material and workmanship at the time of shipment. Warranty of supplied equipment extends for one year (or as stated on invoice) from the date of shipment and covers parts and labour.
- 2) Datanet warrants that repairs to customers equipment extends for three months from the date of shipment and covers repaired or replaced parts and labour.
- 3) Datanet warrants that refurbished equipment is supplied free from defects in material and workmanship, and will perform in accordance with the manufacturers original specification. Warranty on refurbished equipment extends for three months from the date of shipment (or as stated on invoice) and covers parts and labour.
- 4) Warranty shall not apply to defects attributable to deterioration damage caused by wear and tear of products which Datanet determines:
 - a) Have defects or damage from misuse, accident, water or neglect,
 - b) Have been subjected to modification after shipment from Datanet .
 - c) Have arisen due to use of the product contrary to the manufacturers' instructions.

Claims and Returns

- I) Responsibility for equipment delivered passes to the Buyer upon delivery by Datanet to a carrier, at which time risk of loss or damage passes to the buyer.
- II) Freight damages should be filed with the carrier within seven days of receipt of equipment.
- III) If buyer fails to notify Datanet within ten days after receipt of equipment of any defect, shortage, or other failure to conform to the purchase order, the equipment shall be considered accepted by the buyer as delivered.
- IV) Returns for any reason other than repair are at the discretion of Datanet and must be previously authorised by Datanet and are subject to a restocking charge of 20%.
- V) No refunds or exchanges are authorised after thirty days from shipment.
- VI) Returns for repair need no prior approval, but should be accompanied by a letter stating the nature of the problem, the serial and model numbers and the customers telephone number.
- VII) Out of warranty repairs will be invoiced using the current Datanet scale of charges (unless an agreed maintenance contract is in force at the time).

Credit

Credit is extended on the basis that invoices do not become overdue. An invoice becomes overdue on the day the terms, as stated on the invoice, have elapsed. If however any invoice does become overdue, then all other invoices automatically become payable immediately even though they are still within the credit period originally allowed.

Debts will become overdue (i.e. the credit facility will expire) upon the last day of the credit period. The Buyer must ensure that payment is received before the last day of the credit period.

Retention of Title

All goods shall remain the sole and absolute property of Datanet until such time as the Buyer has paid all monies owed to Datanet both under this contract and under any other contract between the Buyer and Datanet on any account whatsoever.

Description and Data

Goods will be supplied as described, but Datanet reserves the right to make design changes provided that such changes do not adversely affect the performance or reliability of the goods.

Any advice or information service provided, whether gratuitously or not, is transacted assuming that Datanet accepts no liability for the accuracy of the information provided.

Force Majeure

Datanet shall have no liability in respect of failure to deliver or perform or delay in delivering or performing under the contract due to any cause outside the reasonable control of Datanet. Such causes may include, but are not necessarily restricted to, Acts of God, or of the public enemy, acts of the Buyer or its Agents, employees, sub-contractors or suppliers, acts of any national or local government either in a sovereign or proprietary capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes unusually severe weather, inability to obtain materials and any other similar or dissimilar causes beyond the control of Datanet. If Datanet is unable to perform or complete performance of the contract wholly or in part due to causes beyond its control, Datanet may cancel the contract or the outstanding part thereof without any further liability to the Buyer. In no event shall Datanet be liable for any incidental or consequential damage.

Sale or Return Conditions

Goods lent to companies on a sale or return basis must be returned in their original condition and packaging within the time scale agreed at the time of placing the order. Failure to return within the agreed time scale will invoke a 20% handling charge. The carriage of goods back to Datanet is at the Buyers expense and must be covered by the Buyers insurance at all times. Failure to return the goods within four weeks of the agreed date will deem that the Buyer has purchased the goods and an invoice will be raised as of the date of the original despatch.

Miscellaneous

Any question relating to any quotation or contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of England.