

# IMAGINE THIS

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## Terms and Conditions of Sale

The purpose of this document is to set out the terms and conditions that will apply as and when you wish to purchase goods from us, Imagine This (UK) Ltd. This introduction does not form part of the legal terms and conditions. In preparing terms and conditions we have tried to make them as clear as possible and to make them reasonably balanced from a commercial point of view. The basic terms and conditions apply to all sales by Imagine This (UK) Ltd. (Imagine This (UK) Ltd has other terms and conditions applying to other areas of its business, such as servicing and maintenance. Details of such other items are available on request.)

### **1 Definitions:**

**Buyer** - Means the person who buys or agrees to buy the goods from the Seller.

**Conditions** - Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing with the Seller.

**Delivery date** - Means the date specified by the Seller when the goods are to be delivered.

**Installation date** - Means the date by which installation of the goods shall be started by the Seller.

**Goods** - Means the articles which the buyer agrees to buy from the Seller.

**Price** - Means the price for goods excluding VAT.

**Seller** - Means the person whose name and address appears on the sale contract.

**Site Survey** - Means the visit following the completion of sale paperwork by a Project Manager.

**Business Day** - Means a day, other than Saturday or Sunday or Bank Holidays, when banks in London are open for business.

### **2 Conditions applicable:**

2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply or insert under any purchase order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 Deposits paid by the Buyer to the Seller are not refundable.

2.5 Any variation to these Conditions (including any special terms and conditions between the parties) shall be inapplicable unless agreed in writing by the Seller.

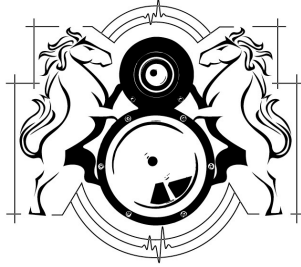
2.6 This is not a sale by sample. Any samples, drawings, descriptive matter, or advertising produced by Imagine This (UK) Ltd and for any descriptions or illustrations contained in catalogues or brochures other than Product Data Sheets are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form any part of the Contract or have any contractual force.

2.7 A quotation for the goods by Imagine This (UK) Ltd shall not constitute an offer. A quotation shall only be valid for a period of 45 days from its date of issue and Imagine This (UK) Ltd may withdraw it at any time.

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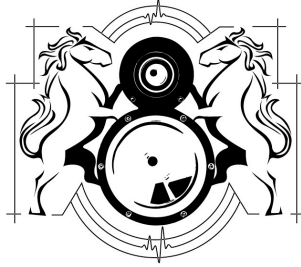
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## **3 Goods:**

- 3.1 The quantity and description of the Goods shall be set out in the Seller's written quotation/specification.
- 3.2 The Goods shall be manufactured and supplied in accordance with the description contained in the Seller's written quotation/specification and manufactured in accordance with all applicable British Standards that relate specifically to the goods.
- 3.3 The Seller may from time to time make changes which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 3.4 The Seller shall not permit any alteration or variation to the quotation/specification unless such alteration has been authorised in writing.
- 3.5 A 50% deposit is payable on order, the remainder to be paid 2 working days before delivery of Goods.

## **4 Delivery**

- 4.1 Imagine This (UK) Ltd shall issue a delivery note in relation to each delivery of the Goods which shows the date of the order, the Imagine This (UK) Ltd order number, any relevant reference number quoted by the Customer in relation to the order, the type and quantity of the Goods including the code number of the Goods, where applicable, special storage instructions (if any) and, if the Order is being delivered by installments, the outstanding balance of the Goods remaining to be delivered.
- 4.2 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 4.3 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller the Seller may store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance)
- 4.4 Imagine This (UK) Ltd makes its products to order. Therefore, cancellation of order is not accepted once manufacturing has commenced. Imagine This (UK) Ltd will produce the Goods as soon as it is reasonable able to do so, but factors, such as availability of components and existing workloads when the order is received or any unforeseen process failure can affect the timescale of delivery. Any dates quoted for delivery are therefore approximate only.
- 4.5 Imagine This (UK) Ltd shall not be liable for any delay in the delivery of the Goods that is caused by Force Majeure or the Customer's failure to provide Imagine This (UK) Ltd with adequate delivery instructions, or any other instructions that are relevant to the supply of the Goods or the Buyer's delay in payment.
- 4.6 If Imagine This (UK) Ltd fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar quality in the cheapest market available, less the price of the Goods.



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## **5 Acceptance of the Goods;**

5.1 The Buyer shall be deemed to have accepted the Goods 24 Hours after delivery to the Buyer.

5.2 After acceptance the Buyer shall not be entitled to reject goods that are not in accordance with the Contract.

## **6 Title and Risk**

6.1 Risk shall pass at the time of delivery, or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has rendered delivery of the Goods.

6.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds, payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

6.3 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect to the supply to the Buyer of such Goods or the failure by the Seller to supply goods to conform to the Contract of Sale.

6.4 The Seller shall not be liable to the Buyer for the late or short delivery of the Goods.

## **7 Insolvency or Change in Circumstances of the Buyer**

7.1 This clause applies if:

7.1 1 The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order – or

7.1 2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer.

7.1 3 The Buyer ceases, or threatens to cease, to carry on business: or

7.1 4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly: or

7.1 5 In the case of a Buyer which is a Limited Company there is any change whatsoever in directorships or shareholdings in or control of the Buyer without the prior approval of the Seller or

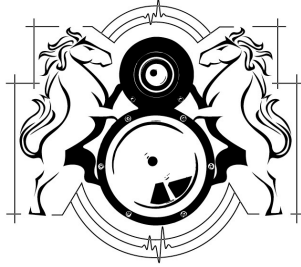
7.1 6 There is any change whatsoever in the ownership of the Buyer or the Buyer sells or otherwise disposes of any part of its business without the prior approval of the Seller; or

7.1 7 The Buyer does any act or thing calculated or liable to bring the name of the Seller into disrepute.

7.2 If this Clause applies, then without prejudice, to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the Contract without liability to the Buyer.

## **Non-Returnable Goods**

8.1 Items included in Imagine This (UK) Ltd's current catalogue or product list are considered bespoke. Bespoke items are non-returnable at any time.



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## **Returnable Goods**

9.1 Where Imagine This (UK) Ltd has given its written consent for the return of goods, such goods must be returned, unused, in their original or comparable packaging, insured and carriage paid to Imagine This (UK) Ltd.

## **Installation**

10.1 If the Seller has been instructed to install the goods, the cost of installation shall be set out in the Contract and shall be in accordance with the specification agreed at the date of the Contract.

10.2 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense or inconvenience suffered by the Buyer arising out of any delay in completing the installation for whatever reason by the installation date.