

Xworks Interactive Ltd.
Staffordshire
Technology Park,
Beaconside,
Stafford. ST18 0AR

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Tel: 01785 229191

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TERMS AND CONDITIONS OF SALE OF Xworks Interactive Ltd. ('the company')

1. GENERAL

Quotations are made and all orders accepted subject to the following conditions, notwithstanding anything which maybe stated to the contrary on the Buyer's order form or in correspondence. No terms and/or conditions which the Buyer may seek to impose shall apply or have effect.

2. ORDERS

The Company reserves the right at any time to refuse orders and cancel any incomplete orders or to suspend delivery, due to circumstances outside its direct control. No contract shall arise between the Company and the Buyer unless and until the Buyer has accepted these Terms and Conditions either expressly in writing or verbally or by implication. The Company may cancel this Agreement giving written notice in the event that:

- (i) any invoices for the sale of the Company goods are overdue for payment;
- (ii) the manufacturer of the goods increases the price to the company;
- (iii) for reasons beyond the control of the Company, it is unable to effect Delivery following termination of the manufacturers goods; or
- (iv) it is unable to effect delivery due to insufficient supply of goods from the manufacturer.

On giving such notice, the Company shall promptly repay to the Buyer any sums paid in respect of the price. The Company should not be liable for any loss or damage whatsoever arising from such cancellation. A charge of up to 40% of the order price will be made should the Customer cancel the order without the written agreement of the company.

3. PRICES, PRICES LIST AND QUOTATIONS

The prices shown in our catalogues and the price lists are those ruling at the time of printing and are therefore subject to alteration without notice. Goods will be invoiced at prices ruling at the time of delivery. Quotations are made at current prices on an ex-works, ex-VAT basis and are exclusive of the costs of packaging carriage, insurance and unloading. Quotations are for acceptance within 7 days from the date of quotation and unless accepted within that period will be deemed to have been withdrawn.

4. DELIVERY

The delivery period will commence on the receipt by the Company of a written or verbal order, accompanied by sufficient information to enable the Company to proceed with the order. The time for delivery is an estimate only and the Company shall use its reasonable endeavours to supply the goods before the expected delivery date. The place for delivery of the goods will be notified to the Company by the Buyer. However the Company will have no liability in respect of failure to deliver or perform or delay in delivery or performing the obligations under this Agreement arising from any cause whatsoever the time of delivery shall not be of the essence. The Buyer shall inspect the goods on delivery and shall within 7 days of delivery notify the Company of any alleged defect in the goods. The Buyer shall notify the Company of any non delivery within 7 working days from the day on which the goods were expected to be delivered. The Buyer shall give the Company an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with this provision the goods shall be conclusive presumed to be in accordance with the contract and free from any defect or damage and the Buyer shall be deemed to have accepted the goods. The Buyer shall notify the company of any shortage of quantity or damage to the goods or any alleged failure to comply with its description within 2 working days of receipt. Goods which have been damaged in transit must be returned to the Buyer with the original packaging kept intact for the Company's insurance purposes.

5. DEFECTIVE GOODS

- (i) The liability of the Company is strictly limited to the replacement, repair or credit to the invoiced value of the defective items at the discretion of the Company. The Company's maximum liability under or arising from this Agreement shall be a sum equivalent to the invoice price of the goods. The Company shall not be liable for any claim, whether arising in contract, tort or otherwise for the consequential, economic, special or other indirect loss. The Buyer accepts that the limitations and exclusions set out herein are reasonable having regard to all the circumstances including, without limitation, the price of the goods.

- (ii) Except otherwise provided in this Agreement, all warranties, representations, terms and conditions, whether express or implied, written or oral are hereby expressly excluded to the fullest extent permitted by law.

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6. RETURN OF GOODS

No goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Company on terms to be determined at the absolute discretion of the Company. If the Company agrees to accept any such goods for return, the Buyer shall be liable to pay a handling charge of 15% of the invoice price. Such goods must be returned by the buyer carriage paid to the Company in their original packaging.

7. GUARANTEE

The goods are guaranteed for 12 months from the date of purchase against faulty materials or workmanship. During this period they will be repaired or have parts replaced free of charge provided that:

- (i) the product is returned to the Company with evidence of the purchase date;
- (ii) the product was purchased by the Buyer
- (iii) the product has not been misused or handled carelessly;
- (iv) repairs have not been attempted other than that by the Company's authorised service staff;
- (v) the product is certified by the Company as being defective;and
- (vi) A valid returns number is received from the Company.

This guarantee does not confer any rights other than those expressly set out above and does not cover any claims for consequential loss or damage. This guarantee is offered as an extra benefit and does not affect your statutory rights.

8. PAYMENT- CREDIT TERMS

The credit term is 30 days nett from the date of invoice and maybe withdrawn at the discretion of the Company. Time for payment shall be deemed to be of the essence of the contract and payment shall be made in accordance with the credit terms in full without any right of set off, deduction or withholding whatsoever. The Company reserves the right to charge interest on any outstanding balances at the current base rate of National Westminster Bank plc plus 3% until full payment has been received.

9. TITLE

Legal and beneficial title in the goods shall remain in the Company and the Buyer shall hold the goods in a fiduciary capacity as bailey of the Company until such time as payment in full has been received by the Company for the goods and all sums due to the Company by the Buyer under all Agreements between them. Risk in the goods shall pass to the Buyer on delivery to the Buyer. The Company shall be entitled to recover from the buyer any goods for which payment has not been received when due, and enter upon the premises of the Buyer where goods are situated or reasonable thought to be situated to repossess such goods. Where the buyer has purported to resell the goods before the property in them has passed to him, the proceeds of such purported re-sale shall be held in trust for the Company in the name of the Company in a bank account separate from all other monies of the Buyer.

10. FACTORING, INVOICE DISCOUNTING AND BANK FUNDING

Where the Buyer uses banking facilities, or factoring or invoice discounting companies, which involve the selling of debtors or using debtors as security, the buyer must notify the factoring or invoice discounting company of the Company's interest in the purported resale of the goods, specifically that title in the goods has not passed until the Company's invoice has been paid in full.

11. RETURNED AND DISHONRED CHEQUES

The Company reserves the right to charge £20.00 for all unpaid items either returned or represented at the Company's bank. Any outstanding account balance will become immediately due for payment.

Signed:_____ Date:_____

Print name:_____

Position held:_____

Company name_____

- Please return with accompanying Account Application Form