



Supply of Goods - Standard Terms and Conditions

1. Definitions

- a. "203 Ltd" means 203 Ltd, trading as The IT Dept, registered in England, Registration No 06594767, whose Registered Office is Bank House, 6-8 Church Street, Adlington, Chorley, Lancashire, PR7 4EX.
- b. "The Customer" means the person, company, organisation or other entity placing any written or verbal order with 203 Ltd. Where the Customer consists of more than one person, the obligations of those persons in respect of the Agreement shall be joint and several.
- c. "Goods" means any goods, services, supplies, consumables, hardware or software supplied to the Customer by 203 Ltd.
- d. "Communication" or "Communicated" means any written or verbal contact between the Customer and 203 Ltd.

2. Terms and Conditions

- a. These Terms and Conditions form a contract between 203 Ltd and the Customer.
- b. These Terms and Conditions are deemed to have been accepted and agreed by the Customer once the Customer places an order with 203 Ltd.
- c. These Terms and Conditions may not be varied, other than with the written agreement of 203 Ltd.
- d. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by 203 Ltd to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

3. Quotations and Estimates

- a. Any estimate provided by 203 Ltd to the Customer shall be an estimate only and shall not form a contract to sell or supply goods or services at the estimated price.
- b. No contract shall be in force until the Customer has accepted any quotation or estimate from 203 Ltd, and 203 Ltd has agreed to supply the goods or services.
- c. Estimates and quotations are valid for 30 days from the date supplied, unless otherwise stated on the estimate or quotation.
- d. Unless specified estimates and/or quotations are exclusive of VAT.

4. Credit Terms

- a. Invoices shall be payable immediately, unless credit terms have been agreed previous to the supply of goods or services.
- b. Where credit terms have been offered the Customer must pay all invoices to 203 Ltd within 30 days of the invoice date.
- c. The Customer may make application to 203 Ltd for credit terms, further to which 203 Ltd may take up credit references on the Customer.
- d. Credit terms, where offered, are at the sole discretion of 203 Ltd and may be revoked at any time by 203 Ltd.
- e. In the event of any credit terms being revoked all outstanding invoices shall become payable immediately.

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| <input checked="" type="checkbox"/> Computer, Laptop & Server Sales | <input checked="" type="checkbox"/> Same Day Business Call-Outs |
| <input checked="" type="checkbox"/> Remote Support or On-Site Contracts | <input checked="" type="checkbox"/> Web Design & Domain Hosting |
| <input checked="" type="checkbox"/> Network Configuration & Troubleshooting | <input checked="" type="checkbox"/> Server Installation & Maintenance |
| <input checked="" type="checkbox"/> Wireless network surveys and installation | <input checked="" type="checkbox"/> Email provision and support |

5. Payment Terms

- a. Overdue invoices may, at the sole discretion of 203 Ltd, attract Late Payment Compensation fees of £50 (+ VAT), plus administration fees reasonably incurred by 203 Ltd in chasing debts.
- b. Without prejudice to the right to recover payment of such invoices in full, overdue invoices shall also attract interest payable at 4% over the daily base rate of the Bank of England
- c. Time shall be of the essence in relation to payments by the Customer to 203 Ltd under the Agreement.
- d. Cheques should be made payable to 203 Ltd.

6. Delivery of Goods

- a. Delivery of any Goods shall be at the time and date and in the manner specified by 203 Ltd or as otherwise agreed with the Customer.
- b. Time of delivery shall not be of the essence. Stated delivery times are an estimate only and, subject to the other provisions of the Agreement, 203 Ltd will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods nor will any delay entitle the Customer to terminate or rescind the Agreement to purchase the Goods

7. Title of Goods

- a. Title to the Goods shall remain with 203 Ltd until any and all sums due or payable by the Customer to 203 Ltd, under any agreement or under any other contract between the Customer and 203 Ltd is made in full and cleared funds.
- b. Until such Title and Ownership of any goods supplied has passed to the Customer, the Customer shall allow any authorised representative of 203 Ltd access to inspect or remove the goods, and any other goods whose Title and Ownership remains with 203 Ltd, at any time.

8. Domain Hosting

- a. Domain Hosting, web hosting and email facilities are also subject to the additional Terms and Conditions set out in the document at <http://www.the-it-dept.co.uk/hosting-terms.pdf>. For the avoidance of doubt the document "203 Ltd – Supply of Goods – Standard Terms and Conditions" as amended from time to time will take precedence.

9. Software as a Service (SaaS)

- a. SaaS is a software licensing and delivery model in which software or other services are licensed on a subscription basis and is centrally hosted.
- b. SaaS includes, but is not exclusive to; Microsoft Office 365, Exchange Online, SharePoint, Online Data Backup, Anti-Virus, Anti-Spam software, etc.
- c. All invoices for such subscription based services are due monthly or annually in advance.
- d. In the event of a failure to pay any due invoice in advance, SaaS services may be suspended without notice by 203 Ltd
- e. A reconnection fee shall apply to any SaaS services reinstated following suspension for any reason by 203 Ltd, including late payment or non-payment of due invoices in advance.
- f. A minimum term of 12 months shall apply to all SaaS services, systems and software
- g. A client may wish to migrate SaaS services to another provider. A migration fee may be charged by 203 Ltd. The minimum contract term will still apply.

10. Risk

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- a. Risk will pass to the Customer for all goods supplied by 203 Ltd to the Customer upon delivery or collection of the goods.
- b. The Customer will ensure that all goods supplied to the Customer are kept in good condition and are fully insured until Title for such goods has passed to the Customer.
- c. Risk in any goods, materials or items of equipment supplied by the Customer to 203 Ltd shall remain with the Customer at all times.

11. Warranties

Unless offered in writing there are no warranties or guarantees offered with any goods supplied, except where covered by statutory rights.

12. Liability

203 Ltd will not be held liable for any damages or losses suffered by the Customer, howsoever caused, through the supply of goods and services by 203 Ltd, except in the case of personal injury or death arising from the direct actions of 203 Ltd.

13. Enforceability

- a. This Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.
- b. If any part of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remainder of the Agreement

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