

CGA Integration Ltd Terms & Conditions of Trading

Definitions: "CGA" means CGA Integration Ltd. that also trades as BracknellLamps.com and NetworkDirect. "Buyer" means the person who orders goods or services from CGA. "Contract" means the provision of goods and or services to the Buyer, as agreed in the Buyer's order.

General Terms: There shall be no binding Contract between CGA and the Buyer until CGA accepts the Buyer's order. All orders are accepted and goods and services supplied by CGA subject to these conditions of sale, to the exclusion of all other terms, including any the Buyer purports to apply under any purchase order, confirmation of order, specification or other document. Any purported variations, alterations to these conditions, are inapplicable unless accepted by CGA in writing.

Any quotation is valid for a period of 30 days only from its date, provided that CGA has not previously withdrawn it and CGA shall be entitled to amend its price at anytime prior to acceptance by the Buyer. Unless otherwise agreed, the price of goods and services shall be that stated in CGA's quotation. Unless otherwise agreed, prices quoted by CGA are exclusive of delivery charges, Value Added Tax (where applicable) and Installation charges which shall be payable in addition to the quoted price.

The Goods and services to be provided by CGA may be varied upon mutual agreement and for this purpose any representative of the Buyer including but not limited to any employee, servant, contractor or any person purporting to be the agent shall have all necessary authority of the Buyer to request any variation and it accepted by CGA the Buyer shall be bound by such variation. Unless specified otherwise by the buyer in writing CGA may act on the instructions of any of the persons mentioned above when carrying out the services without verifying they have the necessary authority of the buyer.

CGA reserves the right to make routine service calls at its convenience. Any equipment loaned under a service or call-out situation, will be charged at a competitive hire rate and payable by the Buyer.

Description: All samples, drawings, descriptive matter, specifications and advertising issued by CGA and any descriptions or illustrations contained in CGA's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

Payment Terms: as per CGA's quotation or if silent then cash with order. CGA reserves the right to request stage payments which shall be payable in full at the times indicated. Please ensure that cheques, drafts and postal orders are made payable to: 'CGA Integration Ltd' and are crossed. Goods will not be dispatched until CGA receives cleared funds for the full amount due including VAT, installation and carriage at the current rate applying at the date of advising. Please inform and identify payments made to CGA. CGA will not be held responsible for unidentified monies. Unless previously agreed in writing by a director of CGA, no credit facilities are available.

Overdue Accounts: CGA reserves the right to charge interest at the statutory rate on all overdue amounts which shall be payable by the Buyer on demand together with all debt recovery costs incurred by CGA. In addition CGA may suspend delivery of goods or the supply of services until payment in full is received.

Retention of Title: Property in the goods will not pass to the Buyer until CGA have received in cash or cleared funds payment in full. Until property passes to the Buyer, the Buyer will hold the goods as CGA's fiduciary agent and bailee, and will keep them separate, properly stored, protected, insured and identified as CGA's property.

The Buyer can use or resell such goods in the normal course of business, provided that the Buyer accounts to the CGA for the proceeds of sale, which must be kept separate.

Until property passes to the Buyer or earlier resale, CGA may at any time require the Buyer to deliver the goods to CGA. If the Buyer fails to do so immediately, CGA may enter any premise where the goods are stored and repossess them. Risk in the goods will pass to the Buyer on delivery. CGA shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed.

The provisions of this clause shall apply irrespective of whether or not the goods have been affixed to a property or premises and whether or not the Buyer owns, controls or is in possession or not of such property or premises.

Force Majeure: Although CGA shall use all reasonable endeavours to discharge its obligations under a contract in prompt and efficient manner, time shall not be of the essence and CGA does not accept responsibility for any failure or delay caused by circumstances beyond its control. CGA reserves the right to charge for additional cost incurred due to either being unable to access a site or other contractors running late.

If for any reason the Buyer fails to accept delivery of or CGA is prevented from delivering any of the Goods CGA may store the Goods until delivery, and the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

Any liability of CGA for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

Warranties: Where CGA is not the manufacturer of the Goods, CGA shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given by its suppliers. Except for CGA standard limited warranty provided in writing by CGA to the buyer CGA does not, to the maximum extent permissible by law, give any express or implied warranties as to fitness for purpose, quality or otherwise of the Goods or services. If the Buyer is acting as a consumer nothing in these terms effects or limits the consumer's statutory rights.

Site Health and Safety: The Buyer must advise Mr C Gunton or his representative(s) on site of Health and Safety issues relevant to the Buyer's site and of the Buyer's emergency procedures. The Buyer shall ensure that its site meets current Health and Safety regulations for contractors working on their premises. CGA reserve the right to refuse to work if they feel that inadequate safety measures have been put in place to protect their engineers.

Packaging: The Buyer is responsible for the disposal of all boxes and packaging of products supplied by CGA. Some packaging should always be kept in case goods need returning for service.

Pictures & Marketing Material: CGA reserves the right to use pictures, text and the names of venues installed in their own website, promotional material, newsletters and advertising.

Loan Equipment: The Buyer shall be responsible for all insurances whilst the equipment is in its possession even if operated by CGA or it's representative. All loan equipment or systems are covered by a comprehensive 24-hour call out facility. In the event of a fault CGA will attend equipment on the following terms:

The call-out fee and first hours labour charge are to be paid on arrival before any work can be undertaken and will be refunded should the fault prove to be with the equipment.

- Should the reason for the call be through a fault in the equipment, the call shall be free and a replacement system supplied where possible.
- Should the call-out be through user-fault or misuse, the call-out will be charged at the current call-out rate with a minimum labour charge of 1 hour and the extra charge for replacement equipment.

Liability: Nothing in these conditions excludes or limits the liability of CGA for death or personal injury caused by CGA's negligence; or under section 2(3), Consumer Protection Act 1987; or for any matter which it would be illegal for CGA to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

Subject to the above CGA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the Contract shall be limited to the Contract price; and CGA shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

General: The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

www.cga-integration.co.uk