G2 Digital Video Ltd - Terms and Conditions of Business

1. INTERPRETATION

1.1 In these terms and conditions the following words have the following meanings:
Buyer: the person(s), firm or company who purchases the Goods from the Company;
Company: G2 Digital Video Limited;
Conditions: the terms and conditions contained herein;
Contract: any agreement between the Company and the Buyer for the sale and purchase of the Goods, which shall incorporate and be subject to the Conditions;
Delivery Point: the place where delivery of the Goods is to take place under clause 4;
Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them) subject to the Conditions.

1.2 In the Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In the Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In the Conditions headings will not affect the construction of these terms and conditions, and a reference to a clause will be to the corresponding clause in the Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under clause 2.3 the Contract will be subject to the Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer‘s purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 The Conditions apply to all the Company’s sales to the Buyer and any variation to the Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.
Nothing in this clause will exclude or limit the Company‘s liability for fraudulent misrepresentation.

2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to the Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written sales order acknowledgement is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation by the Company is given on the basis that a Contract will not come into existence until the Company dispatches a sales order acknowledgement to the Buyer. Any quotation is valid for a period of 14 days only from its date, provided that the Company has not previously withdrawn it.

2.8 The Company may ask for a deposit of up to 50% of the total Contract price and reserves the right to ask the Buyer to provide this after an order is placed.

3. DESCRIPTION

3.1 The description of the Goods shall be as set out in the Company‘s quotation, or acknowledgment or acceptance of order.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company‘s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer’s place of business during a normal working day, and the Buyer will take delivery of the Goods at that time.

4.2 The Company will give notice to the Buyer of the expected delivery date.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

4.4 Subject to the other provisions of the Conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company’s negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 30 days.

4.5 Subject to clause 4.4, if the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations:
(a) risk in the Goods will pass to the Buyer;
(b) the Goods will be deemed to have been delivered; and
(c) the Company may at its option (and without any liability) leave the Goods at the Buyer’s place of business or store the Goods until the Buyer accepts delivery whereupon the Buyer will be liable for all reasonable costs and expenses (including, without limitation, storage and insurance).

4.6 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.

4.7 The Buyer shall be deemed to have accepted the Goods within seven days of delivery unless notice in writing is given to the Company within this period that the Goods have been rejected because
(a) they are delayed more than 30 days in accordance with clause 4.4; or
(b) they do not meet the specifications listed in the quote; or
(c) they are not of acceptable quality and are returned to the Company, at the Company's expense, in accordance with clause 10.

4.8 In the event the Buyer rejects the Goods in accordance with the provision in clause 4.7 then:
(a) the restocking fee specified in clause 10.11 shall not apply; and
(b) the Buyer is responsible for the safekeeping of the Goods and ensuring the Goods are insured until delivered to the Company.

5. NON-DELIVERY

5.1 In the event the quantity of any assignment as recorded by the Company upon dispatch from the Company's place of business does not match the quantity received by the Buyer on delivery, the Buyer shall notify the Company in writing within 7 business days providing photographic evidence of the assignment received and the Company shall remedy any shortfall. Where there are additional items in the assignment not requested by the Buyer, the Buyer shall return the items at the Company's expense.

5.2 Goods will be shipped, by a tracked service, to the defined Delivery Point. The Company shall inform the Buyer of the expected delivery date and tracking details. In the event the Goods do not arrive at the Delivery Point by the delivery date, the Buyer shall inform the Company within 7 days of non-delivery of the Goods.

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

5.4 Subject to clause 5.5, if the Buyer cancels its order for any consignment of Goods, by notice in writing to the Company, the Buyer accepts that the Company may issue a delivery invoice under clause 8.1 for any shipping costs incurred.

5.5 If the notice above is served prior to the dispatch of the Goods, after an order acknowledgement has been issued under clause 2.5, the Buyer accepts that delivery charges already incurred may, at the sole discretion of the Company, remain due and payable and to that extent and in respect of the parties’ obligations concerning risk and title to any Goods dispatched, a Contract will have been formed.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer once the Goods have been delivered to the Delivery Point.

6.2 Title to and ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
(a) the Goods; and
(b) all delivery costs and other sums which are or which become due to the Company from the Buyer on any account.

6.3 If the Goods have been delivered to the Buyer, until title and ownership of the Goods has passed to the Buyer, the Buyer must:
(a) hold the Goods on a fiduciary basis as the Company‘s bailee;
(b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company‘s property, subject to clause 6.4;
(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
(d) maintain the Goods in satisfactory condition and keep them insured on the Company‘s behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
(e) hold the proceeds of the insurance referred to in clause 6.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.4 The Buyer may resell the Goods before title and ownership has passed to it solely on the following conditions:
(a) any sale shall be effected in the ordinary course of the Buyer‘s business at full market value;
(b) any such sale shall be a sale of the Company‘s property on the Buyer‘s own behalf and the Buyer shall deal as principal when making such a sale; and
(c) the Buyer shall hold the proceeds of sale on trust for the Company.

6.5 The Buyer‘s right to possession of the Goods shall terminate immediately if:
(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
(c) the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to, where the Buyer‘s right to possession has terminated, recover them.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the latter of the Company‘s quotation or the Company’s acknowledgment or acceptance of order.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods, and in respect of which the Company shall submit an invoice.

7.3 The price quoted for Goods shall be valid for 14 days from the date of the official quotation.

7.4 The quotation is subject to errors and omissions excepted.

8. PAYMENT AND CREDIT ACCOUNT

8.1 The Company shall submit an invoice to the Buyer for the full amount due in respect of the delivery of the Goods, delivery of which may be by email to the Buyer’s usual contact email address. Payment of the full invoice value is due prior to dispatch of the Goods, unless a credit account has been approved by the Company.

8.2 No payment shall be deemed to have been received until the Company has received cleared funds.

8.3 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

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Signed……

Name……

Date…….....

8.4 Credit accounts with overdue balances will be placed on credit hold. This means that no further goods will be dispatched and all support and repair/warranty services withdrawn until the account is brought into order. Repeated failure to adhere to the Supplier's credit terms will result in permanent loss of the credit account.
8.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set- off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
8.6 If the Buyer fails to pay the Company on time any sum due pursuant to the Contract, all discounts shown in the invoice will be invalidated and the Buyer will be liable to pay the full amount together interest to the Company on such outstanding sum from the due date for payment at the annual rate of 8% above the Bank of England base lending rate, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest and a Debt Recovery Fee under the Late Payment of Commercial Debts (Interest) Act 1998.

9. QUALITY

9.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
9.2 The Company warrants that (subject to the other provisions of the Conditions) upon delivery and for a period of 24 months from the date of delivery ("**the Warranty Period**"), the Goods will:
(a) be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and
(b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing at the time of the order and the Company has confirmed in writing in the order acknowledgment; and
(c) be provided such that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
9.3 The Company shall not be liable for a breach of any of the warranties in clause 9.2 unless:
(a) the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit to the carrier), within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
(b) the Company is given a reasonable opportunity after receiving such notice of examining the Goods and the Buyer (if asked to do so by the Company) must return the Goods to the Company's place of business for examination at the Buyer's cost. At the Company's discretion it may offer to pay transportation costs.
9.4 The Company shall not be liable for a breach of any of the warranties in clause 9.2 if:
(b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or those of the manufacturer or (if there are none) good trade practice; or
(c) the Buyer alters or repairs such Goods without the written consent of the Company.
9.5 Subject to clauses 9.3 and 9.4, if any of the Goods do not conform with any of the warranties in clause 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
9.6 If the Company complies with clause 9.5 it shall have no further liability for a breach of any of the warranties in clause 9.2 in respect of such Goods.
9.7 Any Goods, or parts thereof, replaced due to suspected failure will belong to the Company and those repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 24 month period.

10. WARRANTY AND RETURN OF GOODS

10.1 Any Warranty in respect of the Goods shall be as set out herein and on the Company's quotation to the Buyer.
10.2 Subject to clause 10.3, if during the Warranty Period the Goods (or any part of a consignment of Goods) shall prove to be defective and notice is given to the Company in writing before the end of the Warranty Period, the Company will repair or replace the defective items or issue a credit for the defective items but it shall be for the Company in its absolute discretion to decide whether to repair the defective items or replace them or to issue a credit in respect of the defective items.
10.3 The Company shall not be liable to repair or replace the Goods until it has had an opportunity to examine them and confirm that there is a defect (and that such defect was not caused by the Buyer's actions or omissions as set out in clause 9.4(b)). The Company is under no obligation to send repaired or replacement Goods until the alleged defective Goods have been returned to the Company and given time to diagnose a fault.
10.4 The benefit of any Warranty (as applicable) extends to any order made in the European Union.
10.5 If any Goods are or become defective within the Warranty Period the Buyer will contact the Company to obtain authorisation before returning the goods.
10.6 The Buyer is responsible for all freight, taxes and duty charges and insurance costs for and in respect of the Goods or parts returned.
10.7 The Buyer shall return the defective Goods in secure packaging within ten working days of the Company authorising the return. Goods are returned to the Company at the risk and cost of the Buyer. At the Company's discretion it may offer to pay transportation costs.
10.8 The Warranty will not be extended to any component failure, due to misuse, negligence, failure to comply with oral or written instructions regarding the handling of the Goods or improper installation.
10.9 Any repaired or replaced Goods shall be redelivered by the Company free of charge within the mainland UK. Outside of the mainland UK the Buyer shall be liable for all transportation, duty and insurance costs.
10.10 If no faults are found or the Goods are not those originally supplied by the Company an administration fee of £67.50 ex. VAT shall be charged by the Company to the Buyer and the Goods will be returned to the Buyer.
10.11 Changes to the Contract, including the Goods specification, returned Goods or Goods refused on delivery a restocking charge will be made by the Company to the Buyer. The charge is a minimum of 15% of the Goods value ex. VAT plus the cost of parts specifically ordered to fulfil the Customer's order that can't be returned to the Company's supplier for credit or refund.
10.12 The Company may make reasonable additional charges, refuse a refund or only provide a part refund as reasonably determined, should the Goods be returned with: missing parts, damage, permanent markings, or if the Goods are not retuned in the original box with all supplied CDs and cables.

11. LIMITATION OF LIABILITY

11.1 Subject to clause 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
(a) any breach of these conditions; and
(b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
11.3 Nothing in the Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation.
11.4 Subject to clauses 11.2 and 11.3:
(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and
(b) the Company shall not be liable to the Buyer for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. ASSIGNMENT

12.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
12.2 The Company may assign the Contract or any part of it to any person, firm or company.

13. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of he Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in detaining supplies of adequate or suitable materials: Provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. GENERAL

14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
14.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
14.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
14.7 The Buyer grants the Company a non-exclusive, royalty-free licence to use the Buyer's company name and logo for the purpose of identifying the Buyer as a customer in the Supplier's marketing and promotional materials, including on the Supplier's website.

15. COMMUNICATIONS

15.1 Unless expressed to the contrary in the Conditions, all communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
(b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.
15.2 Communications shall be deemed to have been received:
(a) If sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
(b) If delivered by hand, on the day of delivery;
(c) If sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
15.3 The Company may on occasion send electronic mail marketing to the Buyer regarding its products and services.

16. DATA PROTECTION REGULATIONS

16.1 In entering the Contract the parties confirm that they will handle any personal data received during the relationship in accordance with the EU's General Data Protection Regulations 2016/679 and the Data Protection Act 2018 as may be amended, and by the Company in accordance with its Privacy Policy (https://g2digital.co.uk/privacy-policy/).
16.2 The Buyer and the Company agree that the only purposes personal data is processed is for the purposes of performing the Contract, and for following up in order to enquire about or offer to provide further or additional services.

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Signed……

Name……

Date…….....