



## **Plan B IT Solutions Ltd Terms and Conditions of Sale**

### **1. Definitions**

- 1.1 "Supplier": means Plan B IT Solutions Ltd of Suite B, 29 Harley Street, London, W1G 9QR, UK.
- 1.2 "Conditions": means the terms and conditions of sale set out hereto.
- 1.3 "Delivery Date": means the date which appears in the box marked "Date Despatched" in the Delivery Note and Invoice upon which the Goods were despatched to the Delivery Address.
- 1.4 "Goods": means the articles which the Supplier agrees to sell to the Buyer, more particularly described in the Invoice.
- 1.5 "Price": means the price for the Goods excluding carriage, packing, insurance and VAT specified in the Invoice.
- 1.6 "Buyer": means the person, firm or company whose name and address appears in the box marked "Invoice To" on the Invoice.
- 1.7 "Delivery Address": means the address which appears in the box marked "Deliver To" in the Delivery Note and Invoice.
- 1.8 "Contract": means the Invoice and the Conditions.

### **2. Conditions Applicable**

- 2.1 These Conditions shall govern this Contract for the sale of the Goods between the Supplier and the Buyer and shall prevail over any terms put forward by the Buyer, unless the Supplier expressly agrees to them in writing.
- 2.2 An order for Goods received by the Supplier from the Buyer shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the Buyer and Supplier) shall be inapplicable unless agreed in writing by the Supplier.
- 2.4 No employee or agent of the Supplier has authority to vary these terms orally. No addition to or variation of these terms is binding on the Supplier unless agreed in writing, signed on the Suppliers behalf by a Director of the Supplier.
- 2.5 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions.

### **3. The Price and Payment**

- 3.1 The Price shall be the price set out in the Invoice. The Price is exclusive of VAT, and VAT shall be due at the rate ruling on the date of the Supplier's invoice with the exception that where the Buyer is a foreign entity the Supplier may agree to waive VAT on the presentation of the necessary documentation.
- 3.2 Where the terms for payment in the Invoice show "COD", the Supplier shall not be bound to deliver the Goods until the Buyer has paid the Price and VAT for them. Payment shall be due before the Delivery Date.
- 3.3 When the terms for payment in the Invoice show "Net", payment of the Price and VAT shall be due on the date when the period as specified in the Invoice expires. Time for payment shall be of the essence.
- 3.4 In the absence of any payment terms stated in the Invoice, the payment of the Price and VAT shall be due on the 30th day from the date of invoice.
- 3.5 Interest on overdue invoices shall accrue from the date when payments became due from day to day until the date of payment at a rate of 4% above the Barclays Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

### **4. The Goods**

- 4.1 The quantity and the description of the Goods shall be as set out in the Invoice.
- 4.2 The Supplier gives no undertaking that the Goods are fit for any particular purpose and the Buyer relies entirely on its own skill and judgement in evaluating the suitability of the Goods for its purpose.
- 4.3 The Supplier gives no warranty with regard to the quality of the Goods except the warranty expressly appearing (if any) in the Invoice.



## **5. Delivery of the Goods**

5.1 No order shall be accepted from the Buyer unless confirmed by the Buyer in writing or by facsimile.

5.2 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.3 Time shall not be of the essence with regard to the Delivery Date and the Supplier shall not be held liable for any loss or damage whatsoever due to the failure by the Supplier to deliver the Goods (or any part of them) promptly or at all.

5.4 Notwithstanding that the Supplier may have failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within one month of the Delivery Date.

## **6. Acceptance of the Goods**

6.1 The Buyer shall be deemed to have accepted the Goods on delivery to the Buyer.

6.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.

## **7. Title and Risk**

7.1 The Buyer acknowledges that before entering into this Contract he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding up of the company or exercise any other rights over or against the company's assets.

7.2 The Goods shall remain the sole and absolute property of the Supplier as legal and equitable owner until such a time as the Price and all other sums owed by the Buyer to the Supplier are paid to the Supplier in full.

7.3 The Buyer's right to possession of the Goods shall cease if being an individual, he becomes bankrupt or if being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Supplier may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

7.4 If the Buyer sells the Goods before paying the Price to the Supplier then the Buyer does so as agent for the Supplier and out of the proceeds of such sale shall retain the amount due to the Supplier in a separate identified bank account as trustee for the Supplier.

7.5 Risk shall pass on delivery of the Goods.

## **8. Remedies of the Buyer**

8.1 Where the Buyer rejects any Goods due to fault in the Goods or in the case of non-delivery then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Goods other than the return to the Buyer of the Price (if paid) without any interest or damages.

8.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatsoever to the Buyer in respect of those Goods.

8.3 Where the Buyer returns any Goods under clause 8.1 above and the Goods are not faulty then the Supplier may at the Supplier's absolute discretion return the Goods to the Buyer or store them at the Buyer's cost without prejudice to any other rights or remedies that the Supplier may have.



**9. Cancellation**

9.1 The Buyer has no right to cancel this Contract without the prior written approval of the Supplier on terms to be determined at the absolute discretion of the Supplier.

9.2 If the Supplier agrees to cancel this Contract (and where the Supplier has already delivered Goods agrees to accept any such Goods as returns) the Buyer shall be liable to pay a handling charge of 10% of the Price and the Buyer shall also be liable for any loss of profit, loss or damage whatsoever arising from such cancellation. Such Goods must be returned by the Buyer carriage paid to the Supplier in their original shipping carton.

9.3 Goods returned without the prior written approval of the Supplier may at the Suppliers absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Supplier may have.

**10. Force Majeure**

The Supplier shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Supplier.

**11. Proper Law of Contract**

11.1 This Contract is subject to the law of England and Wales.

11.2 The Buyer and the Supplier submit to the exclusive jurisdiction of the Courts of England and Wales and irrevocably agree that proceedings issued out of the said Courts may without prejudice to the rules of service of such Courts be served on them by delivering such proceedings in an envelope addressed to the Buyer and/or Supplier to be served at the address of such Buyer and/or Supplier set out in the Contract.

**12. Terms and Conditions for Returns**

12.1 Terms and Conditions for returns can be found in our returns policy, available via our Web site at [www.planbitsolutions.com](http://www.planbitsolutions.com) and by request.

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I hereby agree to the terms and conditions of trading set out herein:

Name: \_\_\_\_\_

Appointment: \_\_\_\_\_

Company Name/Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_