

## Terms & Conditions of Sale of Bluepoint Corporation Ltd.

All orders placed with Bluepoint Corporation Ltd (Bluepoint) by the Customer for products and/or services (Products) shall constitute an offer to Bluepoint under these terms and conditions. Acceptance of goods by the Customer shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by the Customer either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of Bluepoint has authority to vary these conditions unless accepted in writing by a director of Bluepoint, hereinafter referred to as "a director".

### 1. Price, Payment and Payment Terms

- (a) Bluepoint reserves the right to vary the quoted price for the goods in accordance with market conditions at the date of actual supply and the Customer shall pay any variation in addition to the quoted price.
- (b) Catalogues, price lists and other advertising literature or material as used by Bluepoint are intended only as an indication as to the price and range of the Products offered, and no prices, descriptions or other particulars contained therein shall be binding on Bluepoint, nor do they constitute an offer.
- (c) All invoices are due for payment 28 days from date of invoice unless specifically agreed otherwise in writing by a director.
- (d) All overdue accounts will be charged on a daily basis, commercial interest at 5% above the base rate of the Bank of England in force at the time.
- (e) The Customer's credit limit may be withdrawn or amended without any notice by Bluepoint.

### 2. Availability of Goods and Cancellation.

- (a) Goods are subject to availability, and delivery dates are given in good faith, and are not guaranteed. The date and time of delivery is not to be the essence of the contract. Bluepoint will not be responsible for compensating the Customer for any losses, which may be suffered if Bluepoint does not supply the goods on time, or at all.
- (b) Acceptance of cancellation of an order shall be at the discretion of Bluepoint, and any such acceptance may be subject to payment by the Customer of a cancellation charge representing the administrative costs involved. In certain instances where the goods have been specifically requested for the customer, Bluepoint may decide at its discretion not to allow cancellation of the order.
- (c) In circumstances where Bluepoint's supplier levies a cancellation charge to Bluepoint, this charge will be passed on to the Customer and will be specifically payable by the Customer.

### 3. Property and Risk

For so long as any amounts remain owing from the Customer to Bluepoint (whether immediately due or not) title to the property of the goods shall remain with Bluepoint and ownership will not pass to the Customer until payment has been received in full. In the event of the Customer reselling the goods, for which payment remains outstanding, the Customer shall account to the Bluepoint for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of Bluepoint until Bluepoint has received such amounts in full. Bluepoint shall have the right to trace all proceeds in accordance with the principles of R. v. Halletts Estates 1880 13CH.D96. At any time after the due date for payment from the Customer to Bluepoint, and so long as such amounts have not been received by Bluepoint in full, Bluepoint, at the Customer's expense, shall have the right to enter the Customer's premises and remove therefrom all goods which remain the property of the Bluepoint.

### 4. Design Variation and Compatibility

- (a) Whilst Bluepoint makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, Bluepoint is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the Customer to rescind the contract or shall be the subject of any claim against Bluepoint by the Customer.
- (b) Goods are not supplied on a trial basis. The Customer is responsible for deciding on the suitability and compatibility of the goods offered for any particular purpose and for the consequences arising from modification of the goods.
- (c) All software items supplied are subject to the Manufacturer's licensing agreement. The seal must not be broken if the conditions of the License are not acceptable.

### 5. Claims

- (a) Any damage to goods in transit or short shipment should be notified to the carriers immediately and to Bluepoint within 24 hours of receipt. Packaging and contents must be held for inspection and the onus is on the Customer to prove any shortage. For any reason, notification after a period of 3 working days will automatically be time barred from any claim.

- (b) Where the Customer has signed for the incorrect number of parcels or boxes, any claim against the carrier will be pursued on a goodwill basis by Bluepoint, without liability.
- (c) In the case of active third-party on-site maintenance contracts, or manufacturers who operate a direct product support/returns procedure, the Customer accepts an obligation to use these services.
- (d) The Customer does not have the right to set off any money claimable from Bluepoint against any sums owing to Bluepoint by the Customer.

### 6. Warranty

- (a) The Customer shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the warranty period.
- (b) Where a warranty includes repair / replacement commonly known as 'on-site maintenance', this shall not apply outside the mainland of Great Britain. Customers whose premises are on outlying Islands will instead receive "return-to-base" warranty with inward and outward carriage costs payable by them.

### 7. Returned Goods

- (a) Bluepoint will not accept goods for credit or rectification unless such return has been authorised by a valid Returns Number, and the goods are received by Bluepoint in stock condition, with original packaging. Bluepoint retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. Bluepoint reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition.
- (b) The Customer shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the Customer to Bluepoint for service or credit which goods shall be at the risk of the Customer until actual receipt of the goods by Bluepoint. The onus of proof of safe delivery shall rest with the Customer.
- (c) All items returned to Bluepoint by prearrangement and found to contain no fault, will be subject to a 25% restocking charge. Any downward variation of this restocking charge shall be at the sole discretion of Bluepoint.
- (d) No credit shall be allowed for goods until they have been received complete.
- (e) Any credit provided may, at the discretion of Bluepoint, be adjusted to take into account reduction in market prices, the period of use by the customer, and the completeness of the product returned.

### 8. Consequential Loss

The extent of Bluepoint liability to the Customer for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and Bluepoint shall in no circumstances whatsoever be liable to the Customer in respect of any loss or damage whether suffered by the Customer or any customer of the Customer and whether direct, indirect, consequential, or however else arising.

### 9. Law

- (a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.
- (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law.
- (c) These terms and conditions are subject to change without notice.

### 10. Online Buyers

Each online account must nominate an administrator who must be authorised to act on behalf of the Customer. They will be responsible for granting privileges to other users within their company. By granting a user the privilege to place orders, the Customer is responsible for all orders placed by that user, and the delivery such orders to which address specified.