



PROB SOLVE SOLUTIONS LTD TERMS AND CONDITIONS April 2005

1. **PAYMENT**
Payment is due within 15 days of delivery of the product or any other service to the customer.
2. **WARRANTY**
All products are either supplied with manufacturers return to depot warranty, or a Prob-Solve Solutions return to depot warranty. The warranty period commences from the date of delivery, or when Prob-Solve Solutions Ltd or its agents are installing the product, from the date of installation.
 - 2.1 **Manufacturers Return to Depot Warranty**
If product is under manufacturers warranty and fails due to faulty materials or workmanship during the warranty period, then this product will be replaced or repaired free of charge by the manufacturer.
The customer is responsible for the de-installation of the product and carriage to the manufacturers premises, and is also liable for any carriage, de-installation and re-installation charges that may be incurred in taking advantage of the manufacturers warranty.
 - 2.2 **Prob-Solve Solutions Return to Depot Warranty**
If product is under Prob-Solve Solutions Ltd warranty and fails due to faulty materials or workmanship during the warranty period, then this product will be replaced or repaired free of charge by Prob-Solve Solutions.
The customer is responsible for the de-installation of the product and carriage to Prob-Solve Solutions premises, and is also liable for any carriage, de-installation and re-installation charges that may be incurred in taking advantage of the Prob-Solve Solutions warranty
 - 2.3 **Optional On-Site Warranty**
If any product fails which is subject to an on-site warranty agreement, then this product will be attended to on-site within the agreed time-scale. The product will then be repaired or replaced at no extra charge to that specified in the warranty agreement.
3. **RETURN OF GOODS AND RE-STOCKING CHARGE**
Goods will only be accepted for return within 21 days of delivery to the customer site and are subject to a re-stocking charge of 30% of the original product value.
The customer is also liable for any delivery and installation charges incurred.
This clause does not apply to product which does not meet specification, or has been specifically supplied on evaluation.
4. **OVERDUE ACCOUNTS**
We reserve the right to charge interest on overdue accounts at a rate of 2.5% per month or part thereof, and further reserve the right at our discretion to re-claim goods where payment is overdue, having given due notice in which case the customer shall be liable for the re-stocking charge of 30%.
5. **TITLE & RISK**
 - (a) The ownership of the Goods passes to the Buyer on payment by the Buyer of all monies owing by the Buyer to the Seller on any account whatsoever.
 - (b) The exercise by the Seller of its rights under Clause 5(c) below shall not prejudice the Seller's right to full compensation or its right to take back at once from the Buyer Goods which are still the Seller's Property.
 - (c) The Buyer shall store all goods delivered by the Seller for which payment has not been made, in such a way as to be clearly separate and identifiable from the Buyer's other goods and products and the Buyer hereby grants to the Seller, its servants or agents the right to enter on to the Buyer's premises for the purposes of recovering Goods belonging to the Seller.
 - (d) Notwithstanding the above, if the Buyer sells any Goods delivered in such a manner as to pass to a third party a valid title to the Goods, the Buyer hold the proceeds of such sale on trust for the Seller providing that nothing herein shall constitute the Buyer the agent of the Seller for the purposes of any such sub sale. The Buyer shall not be permitted to sell such Goods after the appointment of a receiver to its property, or after it has been placed in liquidation or administration, or, not being a company, has committed an act of bankruptcy.
 - (e) The Buyer shall assume the risk of loss or damage to the Goods from the date of delivery and must accordingly rely on its own insurance from the date.
 - (f) Any Goods supplied to the Buyer which are subject to restrictions or provisions imposed by any manufacturer are supplied to the Buyer by the Seller subject to any such restrictions or provisions
6. **POSTPONEMENT**
 - 6.1 Product Postponement
If the customer should postpone product delivery, payment is due within 15 days of the original delivery date.
 - 6.2 On-Site Services Postponement
If the customer should postpone on-site services within 2 working days of scheduled commencement the customer will be liable for a postponement fee of 50% of the charge for the postponed service.
7. **CANCELLATION**
In the event of order cancellation, the customer will be liable for part payment of the contract value as follows:-
 - 7.1 Cancellation – Product Services
 - a) In the event of cancellation not later than two months prior to the agreed delivery date: 15% of contract value
 - b) Cancellation not later than one month prior to the agreed delivery date: 30% of contract value.
 - 7.2 Cancellation Training Courses
If the customer should cancel a training course within 15 days of the commencement of the course, the customer will be liable for the full fee.
Substitution of a delegate on a course is allowed at any time.
8. **EXPORT OF GOODS FROM THE UK**
United States Department of Commerce export licenses for ultimate destination to the United Kingdom have been obtained for certain products. Export from the United Kingdom requires United Kingdom approval. Equipment of US origin requires US Department of Commerce re-export approval.
9. **PART DELIVERIES**
Part deliveries will only be made upon written request of the customer which must acknowledge the customers liability for part payment thereof.
10. **NON- SOLICITATION**
 - 10.1. The customer will not for a period of 6 months from the date of this document without prior written consent of Prob-Solve Solutions Ltd directly or indirectly solicit or offer employment or engagement to any staff of Prob-Solve Solutions Ltd.
 - 10.2 In the event of breach of clause 10.1 without prejudice to any other damages or remedies available to Prob-Solve Solutions Ltd, the customer hereby indemnifies Prob-Solve Solutions Ltd and holds Prob-Solve Solutions Ltd indemnified against all costs Prob-Solve Solutions Ltd incur in recruiting a suitable permanent replacement member of staff, and in employing suitable temporary staff in the meantime.
11. **ON-SITE SERVICES EXPENSES AND TRAVELLING TIME**
Day rates, where applicable, are inclusive of out of pocket expenses and reasonable travelling time. Out of pocket expenses do not include overnight accommodation, associated subsistence or rail and air travel which will be charged separately at cost when required.