

## Sales terms & conditions

### PART I DEFINITIONS

1. "the Company" means Newcorp Limited and any of the associated companies within the Newcorp group.
2. "the Customer" means the person, firm, or company ordering or purchasing Goods from the Company.
3. "the Goods" means the articles, equipment, products or subject matter of the relevant Customer order being purchased from the Company.

### PART II PRICES

1. All prices quoted for Goods shall include the cost of normal packaging but exclude delivery charges, VAT and, where applicable, installation charges, all of which shall be payable by the Customer.
2. Prices quoted for Goods shall remain valid for thirty days from the date of the quotation.
3. The Customer shall be liable for all installation costs relating to the purchase of goods from the Company.

### PART III SHIPMENT

1. Any period or times quoted for delivery shall be estimates only, and in any event the Company accepts no responsibility for any unforeseen delay.
2. The Company shall deliver products to the address specified as per the Customer's order, using standard packaging and transportation. Customer-requested, special packaging or transportation instructions shall be mutually agreed, and the charges incurred shall be payable by the Customer.
3. The Customer shall be responsible for inspecting all Goods upon delivery, and shall notify the Company immediately of any damage, discrepancy or shortage.

### PART IV RISK OF LOSS

1. Risk of loss and damage to Goods shall pass to the Customer on delivery.
2. Thereafter the Customer shall take out, at its own expense, adequate and comprehensive all-risks insurance cover on the Goods (with a note of the Company's interest endorsed therein) until the Company has received payment in full.

### PART V TITLE

1. Goods remain the property of the Company until the Customer has paid all monies owed by it to the Company under the contract of sale.
2. Should the Customer re-sell the Goods to a Third Party, the Customer shall inform the Third Party that Title to Goods shall remain with the Company (Newcorp) until the Customer has paid all monies owed by it to the Company under the contract of sale. The payment of monies by the Third Party shall not secure Title to Goods.
3. Title to Goods shall only pass to the Customer pursuant to Condition V (1) above.
4. Before Title to Goods has passed;
  - a. The Customer shall keep the Goods separate and identifiable from all other goods in its possession.
  - b. The Company shall have the power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise, and for such purpose the Company is hereby licensed to enter upon the premises or land in the ownership, possession or control of the Customer to recover the Goods.

## PART VI PAYMENT TERMS

1. If the Company agrees to grant a credit facility to the Customer, the Customer shall undertake to comply strictly with the payment terms thereof.
2. Payment terms are Payment on Invoice, and shall be due **thirty days from the date of the Company's invoice**.
3. Without prejudice to any other right of the Company, all overdue payments shall carry interest, at a rate of 8% over the bank base rate, to run from the due date for payment until payment in full is received.

## PART VII LIABILITIES

1. The Company's liability (in contract or in tort) in respect of defects in Goods shall be limited to the replacement of faulty items, the issue of credit notes in respect thereof, or in the granting of a refund.
2. The liability set out in Condition VII (1) above shall relate only to the actual faulty Goods or the value of the Goods. The Company shall not, under any circumstances, be liable to the Customer in respect of indirect or consequential loss or damage, or loss of profits sustained by the Customer.

## PART VIII WARRANTY

1. New and Re-marketed Hewlett Packard Hardware/Goods shall be delivered complete with the manufacturer's standard warranty.

2. Second-User, Refurbished Hardware/Goods shall be delivered complete with the Company's standard thirty-day warranty.
3. The warranty given by the Company shall not apply if:
  - a. repair or replacement is required due to accident, neglect, interference or misuse of the Goods by the Customer.
  - b. supplies or sources are used, in the Goods, which have not been authorised.

## **PART IX      FORCE MAJEUR**

1. The Company shall:
  - a. in any event, not be liable for loss or damage, and
  - b. be entitled to cancel or rescind the contract of sale if the performance of its obligations under the contract is anyway adversely affected by any cause whatsoever beyond the Company's control; including, but not limited to, the delays or defaults of suppliers, the default of any sub-contractor, war, strike, riot, hostilities, lock-out, trade disputes, fire, flood, accident to plant or machinery, shortage of materials or labour.

## **PART X      CANCELLATION**

1. No contract or order may be cancelled without the Company's written consent. In the event that cancellation is agreed, for whatever reason,

the Customer shall indemnify the Company against all costs, claims, loss and expenses occasioned, thereby including any consequential loss and loss of profits.