

GENERAL CONDITIONS OF SALE

Scope means: Scope Communications UK Ltd, Quantum House, Steamer Quay, Totnes, Devon, TQ9 5AL, UK.

1. TITLE

Notwithstanding the earlier passing of risk, Scope shall remain sole and absolute owner of the goods until such time as the agreed price of the Goods shall have been paid to Scope by the Customer. Until such time the Customer shall be the bailee of the Goods for Scope.

Scope shall be entitled at any time before title passes to repossess and dismantle (without being liable for any damage caused by so doing) all, or any of the Goods and for that purpose to enter any premises of the Customer.

If a Receiver or any other person acting for the Customer fails to return any Goods which are the property of Scope, the return of which has been demanded in accordance with these conditions, he shall pay Scope as agreed and liquidated damages for detinue and/or conversion, treble the agreed price of the Goods.

2. PRICE

The price of the Goods will be subject to VAT at the prevailing rate and Scope shall have the right to adjust its prices for any increase in any costs of any kind arising for any reason after the date of the Contract

All invoices are payable nett within 30 days of the date of Scopes' invoice and the customer shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 4% annum over the base rate from time to time quoted by Lloyds Bank Plc and reimburse to Scope all costs and expenses (including legal costs incurred) in the collection of any overdue amount.

3. CONTRACT TERMS

These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the customer.

No variations or amendments of this Contract shall be binding on Scope unless confirmed by Scope in writing.

4. RISK AND DELIVERY

Goods are delivered to the Customer when Scope makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays his charges) at Scope's premises or other delivery point agreed by Scope and risk in the goods passes when they are delivered to the Customer.

Scope shall not be liable for any penalty, loss, injury, damage or expense arising from the delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

Any dates quoted by Scope for delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of Scope no regard has been paid to any quoted delivery dates.

If the Customer fails to take delivery of the Goods or any part of them on the due date and fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the due date, Scope shall be entitled upon giving written notice to the Customer to store or arrange for the storage of Goods, and then risk in the Goods shall pass to the Customer. Delivery shall be deemed to have taken place and the Customer shall pay Scope all costs and expenses including storage and insurance charges arising from its failure.

5. CLAIMS NOTIFICATION

Any claim for non-delivery of any Goods shall be notified in writing by the Customer to Scope within 10 days of the date of Scopes' invoice.

Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Customer to Scope within 3 days of their delivery.

Any alleged defect shall be notified by the Customer in writing to Scope within 3 days of the delivery of the goods or in the case of any defect which is not reasonably apparent on inspection within 3 days of the defect coming to the Customer's attention and in any event within one month from the date of delivery.

Scope shall have no liability with regard to any claim in respect of which the Customer has not complied with the provision of these conditions.

6. SCOPE OF THE CONTRACT

Under no circumstances shall Scope have any liability of whatever kind for: any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer otherwise than in accordance with the instructions or advice of Scope or the manufacturer of any Goods, or neglect, or from any instructions or materials provided by the Customer:

any goods which have been adjusted, modified or repaired otherwise than by Scope:

any technical information, recommendations, statements or advice furnished by Scope, its servants or agents, not given in writing in response to a specific written request from the Customer before the Contract is made.

7. LIABILITY

Scope shall have no liability to the Customer (other than liability for death or personal injury resulting from Scope's negligence) for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of Scope or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract, except in accordance with this condition.

If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quantity, do not comply with their description or are defective, Scope shall, at its option, replace these with similar Goods or, allow the Customer credit for their invoice value, or repair any damaged Goods, subject to Section 5, Claims Notification.

Where Scope is liable in accordance with this condition in respect of only some or part of the Goods, the Contract shall remain in full force and effect in respect of the other Goods or part thereof and no set-off or other claim shall be made by the Customer against or in respect of such other Goods or part thereof.

Unless advised otherwise, all goods are warranted as free from defects to both parts & workmanship for a period of 12 months from date of purchase.

Expressly excluded are defects arising out of misuse, negligence, wilful damage or any defect arising from adjustments, alterations or other work which has been done to the Goods by any person other than an employee of Scope.

In no circumstances shall the liability of Scope to the Customer under this condition exceed the invoice value of the Goods.

8. FORCE MAJEURE

Scope shall not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside of its control.

9. LAW AND CONSTRUCTION

The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding the Contract.

If any provision of these conditions is held by any Court or other competent authority to be void or unenforceable in whole or in part, these conditions shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

The headings of conditions are for convenience of reference only and shall not affect their interpretation.

10. CARRIAGE AND INSURANCE

All goods will be subject to a delivery charge which will also cover insurance of the goods until such time as they are signed for by the customer or his authorised agents. Once the goods have been signed for the risk passes from Scope to the Customer.

Goods will normally be sent by a recognised carrier for next day delivery, unless advised otherwise.

All goods must be signed for at the point of delivery, and careful inspection must be made of the packages before signatures are applied to delivery notes noting any damage that may have occurred in transit.

Failure to point out such damage on any delivery notes will be deemed to be the responsibility of the customer.

11. RETURNS POLICY

All returns must be authorised in advance by Scope who will issue a Returns number by way of validation. Return of non-defective goods, where authorised, will be subject to a re-stocking charge of not less than 10% of the sale value of the item(s). Any damage caused to returned goods whilst outside of Scope's jurisdiction will be subject to additional charges as required. Unauthorised return of goods will invalidate any subsequent claim for credit or reimbursement and will absolve Scope of any further liability.

12. "SALE OR RETURN" GOODS

Goods sent to companies on a sale or return basis must be returned in their original condition and packaging within the time scale agreed at the time of placing the order. Failure to return within the agreed time scale will invoke a 20% handling charge. The carriage of goods back to Scope is at the customer's expense and must be covered by the customer's insurance at all times. Failure to return the goods within four weeks of the agreed date will deem that the customer has purchased the goods.