



## **RGB Communications Limited Terms & Conditions of Sale**

**All orders are accepted and goods supplied subject to the following express terms and conditions (the Seller's standard conditions of sale). The contract will be subject to the overriding presumption that the terms and conditions herein will prevail and that any conflicting terms in subsequent documents will have no legal effect.**

1. **DEFINITIONS:** "the Seller" means RGB Communications Limited.  
"the Buyer" means the person who buys or agrees to buy the Goods from the Seller.  
"the Goods" means the articles which the Buyer agrees to buy from the Seller.
2. **ORDERS:** All orders are subject to availability of the Goods and to acceptance by the Sellers authorised representative.
3. **PRICE:** The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. The Price of the Goods is exclusive of the costs of carriage and insurance. The Price of the Goods is exclusive of VAT which shall be due at the rate ruling on the date of the Sellers invoice.
4. **PAYMENT:** Payment of the Goods and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date payment becomes due until the date of payment at a rate of 2% per annum above Barclays Bank Plc's base rate from time to time in force and shall accrue at such rate after as well as before any judgement.
5. **CARRIAGE AND DELIVERY:** Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Seller. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
6. **PASSING OF RISK AND PROPERTY:** (a) Risk in the Goods shall pass to the buyer on delivery. (b) Property in the Goods shall remain in the Seller until payment in full therefore and all other goods agreed to be sold by the Seller to the Buyer has been made by the Buyer. (c) Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
7. **LIABILITY:** a) No clause in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury caused by its negligence or that of its employees or agents or otherwise. b) The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (including but not limited to loss of profit, expenses incurred rectifying the breach, administrative and overhead costs and collateral damage), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer. c) Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), save as to title, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
8. **FORCE MAJEURE:** The Seller shall not be liable for any default due to any act of God, war, power failure, failure of telecommunications lines, import or export regulations or embargoes or other event beyond the reasonable control of the Seller.
9. **SEVERABILITY:** Any provision of these terms and conditions which is or may be void or unenforceable shall to the extent of such invalidity or to the extent that it is unenforceable be deemed severable and shall not affect any other provision of this contract.
10. **WAIVER:** No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.
11. **GOVERNING LAW:** These terms and conditions shall be governed and constructed in accordance with the laws of England and Wales.
12. **THIRD PARTY CONTRACT RIGHTS:** A person who is not party to this contract shall have no rights under the Contracts (Right of Third Parties) Act 1999.

Word Doc ref: F/Accounts/RGB Terms and Conditions

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