

1. Introduction

1.1. The following terms and conditions set out the basis on which all Products & Services are sold by RedBrick IT Solutions Ltd, ("We", "Us", "Our"), to the customer, ("You", "Your"), including via Our website www.RedBrickIT.co.uk ("the Site") and otherwise.

1.2. These terms and conditions, together with any order form or payment instructions comprise the whole agreement between You and Us in relation to each order for Products that We accept from You.

1.3. All purchases of Products & Services from Us will be governed by these terms and conditions to the exclusion of any other terms.

1.4. By accepting a quote or submitting an order You agree to be bound by these terms and conditions.

1.5. By placing any order or accepting a quote from Us you acknowledge that You have not relied on any statement, warranty or representation other than those which are made in these terms and conditions, any order form or any payment instructions.

2. Orders

2.1. All orders for Products & Services and acceptance of quotes by You are subject to further acceptance or confirmation by Us and may be withheld at our absolute discretion.

2.2. Quotes and offers of Products from Us are valid for a period of 30 days, unless otherwise stated and are subject to sufficient resources being available to Us to fulfil such order on receipt.

2.3. Acceptance of Your order (or at any time thereafter We consider it to have become necessary) may be subject to You supplying to Us a pro-forma guarantee, letter of credit or similar assurance of Your ability to make payment for the Products. A deposit may also be required for acceptance of Your order.

2.4. Acceptance of Your order is subject to the agreement that any Products & Services supplied by Us are for use solely in Your country and will not be re-exported unless specifically authorised by Us in writing.

3. Delivery

3.1. The delivery of Products shall be subject to payment by You of the delivery charges specified in the relevant order.

3.2. Estimated dates for delivery will be advised at the time You place Your order. We shall not be liable for delays caused by matters outside Our control.

3.3. We will notify You if there will be a delay or if certain Products are no longer available. If the item is no longer available, we reserve the right to offer you an alternative, similar in price and quality.

4. Payment

4.1. Unless otherwise agreed in writing our terms are pro-forma requiring full payment before any goods are dispatched.

4.2. Unless otherwise agreed by Us in writing, We shall invoice You on dispatch of Your order or on completion of the Services (if applicable) and where credit terms have been agreed in writing by Us. You shall pay the full invoice amount within 30 days of the date of Our invoice. We reserve the right to withhold Our acceptance or delivery of any further order(s) if payment has not been made within such period and until such payment is received by Us.

4.3. You shall not be entitled for any reason to withhold payment of any amount due to Us.

4.4. Interest shall be chargeable on any amounts overdue at the rate of 4% above the reference base rate of the Bank of England as applying from time to time (to run from the due date for payment) until receipt by Us of the full amount due whether or not after judgment and without prejudice to any other right or remedy available to Us.

4.5. All Prices displayed for Products on the Site or in our documentation / quotations are in GBP pounds sterling and are exclusive of any applicable sales or value added taxes which shall be paid by You (VAT will be charged on all UK sales).

5. Property and Risk

5.1. Property in the Products shall pass to You upon clearance of Your payment.

5.2. Once the Products have been delivered to You, all risk of damage to, or loss of, the Products shall pass to You.

5.3. Irrespective of delivery and the passing of risk in the Products, or any other provision of these conditions, the ownership of the Products shall not pass to You until We have received in cash or cleared funds payment in full for the price of the Products and all other Products agreed to be sold by Us to You for which payment is then due. Until such time as the ownership of the Products passes to You, We shall be entitled to ask You to return the Products to Us.

6. Warranties and Liability

6.1. We warrant that the Products supplied at the time of delivery correspond to the description and specifications given by Us, are of satisfactory quality and free from defects. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Products, whether express or implied by statute or common law or otherwise are excluded except to the extent prohibited by law.

6.2. We do not accept, and hereby exclude to the fullest extent except as prohibited by law, any liability for any loss of profit, data, anticipated savings, revenue or business opportunity, or for any indirect, special or consequential loss or damage howsoever caused. Nothing in these terms and conditions shall be construed as excluding or limiting liability for death or personal injury caused by negligence or for fraud.

6.3. Subject to clause 6.2, Our maximum liability shall be limited to the price paid for the Products supplied under these terms and conditions.

7. Cancellation, Return & Refunds

7.1. Subject to clauses 7.2 and 7.4 and unless due to an error by Us, or as otherwise agreed in writing by Us, You shall not be entitled to cancel an order or return any Products to Us following delivery.

7.2. If the Products are faulty when delivered to You, You must inform Us of such fault within 7 days of delivery or (where the fault was not apparent on reasonable inspection) within 7 days after discovery of the fault. We shall be entitled to repair or replace the Products (or the part in question) free of charge or, at Our sole discretion, refund to the You the price of the Products (or a proportionate part of the price), but We shall have no further liability to the You.

7.3. Unless otherwise agreed by Us in writing, if You do not notify Us of a defect within the time limit set out in clause 7.2, You shall not be entitled to reject the Products, We shall have no liability for such defect or failure, and You shall pay the full price for the Products as set out in the relevant order.

7.4. Only where You are purchasing the Products as an End User, based in the EU and other than in the course of transaction concluded in person, You may return to Us any Products for any reason within 7 days from the date of dispatch for a full refund (including original postage costs) provided that the Product has not been made to Your specification or personalised; remains unused and in as new condition; and capable of resale with all packaging and labels intact.

7.5. We shall not refund return postage fees unless the reason for the return of the Products was due to an error made by Us. If the error is Ours, We will refund postage costs up to a maximum of the postage price You originally paid on Your order.

7.6. Any retrospective extension of the guarantee period is made by Us as a gesture of goodwill and does not modify the terms and conditions at original time of sale. As such will not refund service fees once they have been paid.

8. *Divisibility Clause*

8.1. This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately, any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other installment.

9. *Your Information*

9.1. We confirm that We will not pass on any information relating to You or Your order(s) to any other company without Your prior consent. The information We have about You will be stored on computer and Your details will be automatically added to Our mailing list. If You do not wish Us to send to You any further offers or promotional materials then please contact Us using the email address set out below.

10. *General*

10.1. You are not entitled to assign or transfer any of Your rights or obligations under these terms and conditions.

10.2. If any provision or any part of any provision in these terms and conditions is held by any court of competent jurisdiction to be

illegal, invalid, void or unenforceable for any reason then that provision, or part provision, shall be treated as having been deleted. The remainder of these terms and conditions shall continue to apply.

10.3. We shall not be liable for any failure to perform any obligation under these terms and conditions which is due to circumstances beyond Our reasonable control.

10.4. Failure by Us to enforce any obligation under these terms and conditions shall not be deemed to constitute any waiver of that obligation.

10.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.

10.6. These terms and conditions shall be governed by the laws of England and You agree to submit to the exclusive jurisdiction of the English courts.

Agreement of Terms and Conditions

Your Name

Job Title

Company Name

Date

Signature