

1 DEFINITIONS

In these terms and conditions, the following words have the following meanings, except where the context requires otherwise:

- 1.1 "Agreed Appointment" means an agreed time and date which has been pre-arranged between the Company and the Customer.
- 1.2 "Business" means a Company formed and registered under the Companies Act 2006; Partnership; Limited Liability Partnership; and Sole Traders.
- 1.3 "Customer" is the person who has accepted a written quotation of the Company for the sale of the goods or whose order (whether made orally or in writing) for the Goods, is accepted by the Company. If the Customer is a business, this includes employees/agents/servants/sub-contractors of the business who hold themselves out as being authorised to contract on behalf of the business.
- 1.4 "Company" means BIT2 LTD (whose company number is 12379744) and its trading names Bowland IT. The Company's registered office is at Suite 6, Conference Centre Offices, Brockhall Village, Old Langho, Blackburn, Lancashire, BB6 8AY
- 1.5 "Company's Nominated Account" means the limited companies HSBC Business Banking (BIT2 Ltd), with the Account Number 11345222 and Sort Code 40-17-35.
- 1.6 "Conditions" are these terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions on the face of the company's quotation or written acceptance of the Customer's order (as the case may be).
- 1.7 "Contract" means the contract between the Company and the Customer for the sale and purchase of the Goods and/or the sale and supply of Services in accordance with these Conditions.
- 1.8 "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
- 1.9 "Data" is information processed or stored by a computer. This information may be in the form of e-mails, text documents, images, photographs, audio clips, software programs, or other types of data i.e. SAGE and Payroll Data.
- 1.10 "Delivery Address" means the location (including postcode) where the Goods are to be taken receipt of by the Customer.
- 1.11 "Goods" are the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions.
- 1.12 "Hourly Rate" means the hourly rate set out for the provision of any Services in the Company's quotation. VAT is chargeable in addition.
- 1.13 "In Writing" shall refer to communication by letter and electronic mail.
- 1.14 "Machine" means any type of electronic (or associated device) that is provided to the Customer by the Company. Machines can include: Desktop Computers; Laptops; Printers; Scanners; Fax Machines; Network Storage Devices; VOIP products; WIFI Routers; Mobile Phones; Tablets; Network Switches; Televisions (or associated Audio Visual Products); LCD or HDMI Projectors; SONOS or other audio Machines.

- 1.15 "Order" means the Customer's acceptance of the Company's written quotation, whether this be in writing or orally.
- 1.16 "Price" means the price for the Goods payable by the Customer including all taxes, duties, delivery costs and any other charges in respect of the Goods or Services supplied by the Company to Customer.
- 1.17 "Re-used or Refurbished Machines" means Goods that may have either had a previous life or have been put back into the manufacturing process due to a defect. Parts may have been replaced and/or repaired prior to retail.
- 1.18 "Services" means the services to be provided by the Company to the Customer under the terms of the Contract and "Service" shall be construed accordingly.
- 1.19 "Social Media" means our Company business pages on Facebook ("<https://www.facebook.com/bowlandit>") and Twitter ("<https://twitter.com/BowlandIT>")
- 1.20 "Terms" means the terms and conditions on which we make sales to Customers which are set out in:
- 1.20.1 the terms and conditions set out in on this document; and/or
- 1.20.2 the additional terms and conditions set out on the Website.
- 1.21 "Warranty Period" means the period of time agreed with the Customer for the warranty at the time of Order.
- 1.22 "Website" means the internet site maintained by the Company at URLs "<http://www.bowlandit.co.uk>" and "<http://www.bowlanditservices.com>".
- 1.23 "Working Day" means between the hours of 9am – 5pm any day other than a Saturday or a Sunday or a bank or public holiday in England.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 Any references in these Conditions to any provisions of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. BASIS OF THE SALE

2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

2.2 All Goods and Services are sold subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, whether contained in the Order or howsoever otherwise, or which are implied by trade, custom and practice or course of dealing. No variation to these Conditions shall be binding unless agreed in writing by a Director of the Company.

2.3 The Company's employees, servants, agents and/or subcontractors are not authorised to make any representations concerning the Goods/Services unless set out in the Contract. The Contract constitutes the entire agreement between the Company and the Customer. In entering into the Contract, the Customer acknowledges that it does not rely on and irrevocably waives any claim it may have for damages for or right to rescind the Contract for any representations which are not set out in the Contract.



2.4 Any advice or recommendation given by the Company or its employees, servants, agents and/or subcontractors to the Customer or its employees, servants, agents and/or subcontractors as to the application, use or storage of the Goods not set out in the Contract is followed or acted upon entirely at the Customer's own risk.

2.5 Any descriptive matter or advertising issued by the Company and/or its employees, servants, agents and/or subcontractors and any descriptions or illustrations contained in the Company's catalogues or brochures or on its Website and/or Social Media are issued or published for the sole purpose of giving an approximate idea of the Goods/Services described in them. They shall not form part of the Contract or any other contract between the Company and the Customer for the sale of the Goods.

2.6 Where the Customer is purchasing a Machine, the Company recommends that they make periodic backup copies of the Data stored on the Machine i.e. the hard drive, internal memory or other storage devices as a precaution against possible failures, alteration, or loss of the Data.

2.7 Any typographical, clerical or other error or omission in any specification, quotation, acceptance of offer, delivery note or invoice issued by the Company shall be subject to correction without any liability on the part of the Company.

2.8 A quotation for the Goods and/or the provision of Services given either In Writing or orally by the Company shall not constitute an offer.

2.9 An advertisement for Goods and/or the Provision of Services on the Company Website; Social Media; or by way of written marking material shall not constitute an offer.

3. ORDERS AND SPECIFICATIONS

3.1 The Customer is responsible for ensuring the accuracy of the terms of any Order (including any applicable specification) and for giving the Company any necessary information within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.2 The quantity and description of and any specification for the Goods shall be those set out in or expressly referred to in the Company's acceptance of the Order.

3.3 If the Customer is a Business, no Order which has been accepted by the Company may be cancelled by the Customer except with the agreement In Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3.4 Requests to cancel must be made In Writing to via post to BIT2 Ltd, Suite 6, Conference Centre Offices, Brockhall Village, Old Langho, Blackburn, BB6 8AY or by e-mailing info@bowlandit.co.uk . Once the Company has received a request to cancel, they will respond to the Customer within 10 Working Days.

4. PRICE OF THE GOODS AND/OR SERVICES

4.1 The price of the Goods and/or Services shall be the price set out in the Company's written quotation. Prices stated in any quotations are (except where the contrary is stated in writing) valid for 31 days from their date of the quotation. Contracts for Goods formed after expiry of any quoted price shall be deemed to be at the prices ruling at the date of delivery of the Goods and may vary substantially from the original quoted price.

4.2 The Company reserves the right to alter Prices by giving notice to the Customer at any time before delivery to reflect any increase in the cost of the Goods/the provision of Services which is due to:-

4.2.1 the Customer's change of quantities or specification; or

4.2.2 delay caused by any failure of the Customer to give the Company adequate or accurate information or instructions; or

4.2.3 Any change in the Customer's instructions.

4.3 When Goods comprised in any Contract are despatched in more than one consignment, the price of the Goods comprised in each consignment will be the price ruling at the date of delivery of that consignment. In the event of variation to any Contract or suspension of work on any Contract on the Customer's instructions, any price quoted by the Company may be adjusted accordingly.

4.4 The price quoted for the Goods is inclusive of the costs of insurance and carriage of the Goods for delivery within the UK. The cost of carriage may be charged to the Customer as an addition to the quoted price on all Goods where the Company has agreed to arrange delivery outside of the UK. Unless otherwise agreed, the cost of carriage by the most cost-effective manner, dependent upon weight and volume of the Goods shall be selected by the Company according to the rates ruling at the date of delivery and shall be paid by the Customer when it pays for the Goods.

4.5 All prices which are quoted In Writing are provided with a VAT breakdown. The Company will provide the Customer with a VAT invoice at the point of request for payment of the Order.

4.6 The Customer agrees to pay for any loss or extra cost incurred by the Company through the Customer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Customer, its servants, agents, employees and/or subcontractors.

5. TERMS OF PAYMENT

5.1 Payment for the Goods (and if appropriate carriage costs) and/or Services shall be made in full by the Customer on the placing of an Order unless the Customer has a credit account with the Company, when the Company may invoice the Customer for the price of the Goods (plus the cost of any agreed carriage) at any time after the Company has notified the Customer that the Goods are ready for collection by the Customer or delivery. Payment is only accepted via BACS transfer to the Company's Nominated Account. We do not accept payment by card. Payment may be accepted in cash or by cheque at the discretion of a Director of the Company. If payment is accepted by cheque, the Company reserves the right to wait for the cheque to 'clear' i.e. for the funds to be available for disposal in the Company's Nominated Account before we deliver any Goods and/or Services to the Customer.

5.2 The Company may from time to time agree to accept a deposit for Goods and/or the provision of Services, with the balance of the price to be payable forthwith following delivery of the Goods or on completion of the Services specified in the Order. This is entirely at the Company's discretion and must be agreed with a Director of the Company In Writing at the time of the Order.

5.3 On the establishment of a credit account, and subject always to clause 11 the Customer shall pay the Company's invoices without any deduction, set-off or withholding within 14 days of the date of the invoice. The Company may recover the amount invoiced notwithstanding that delivery may not have taken place and title in the Goods has not passed to the Customer. The time of payment shall be of the essence of the Contract. Any variation to these terms must be agreed in writing by a Director of the Company.

5.4 Credit terms are subject to review by the Company from time to time and the Company shall have the right to suspend or vary any credit terms granted. If the Customer fails to make any payment



when due or breaches any provisions of the Contract or any other contract with the Company, the Company may:-

5.4.1 cancel the Contract and any other contract with the Customer or suspend any further deliveries and/or Services under the Contract and any other contract with the Customer without any liability to the Customer;

5.4.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

5.4.3 The Company may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

5.4.4 The Company may in its absolute discretion alter or withdraw any and all credit facilities given to the Customer at any time;

5.4.5 The Company may also fully recover from the Customer on an indemnity basis, all collection costs, recovery charges and other such costs and fees, including for the avoidance of doubt, legal fees and court costs as we incur.

5.5 The time of payment shall be of the essence of the Contract.

5.6 Without prejudice to any other rights the Company may have and in addition to any sums payable by the Customer, the Company shall be entitled to charge the Customer:-

5.6.1 £20 plus VAT on each event that any cheque presented by the Customer is returned unpaid or if any standing order or direct debit instruction fails to operate;

5.6.2 £50 arrears charge if the Customer's account or any subsequent payment due to the Company is referred to a third-party collection agency or legal agents, including solicitors.

6. RIGHT TO CANCEL

6.1 If the Customer is a Consumer, the Customer has the Right to Cancel an Order for Goods and/or Services, within 14 days, subject to the following:

6.1.1 If the Company supplies the Customer with Services, the Customer will have 14 days to change their mind from the day after the day the Order is accepted by the Company. If the Customer cancels after the Company start to provide the Services, the Customer must pay the costs of any Services which the Company has delivered, up to the date that the Customer notified the Company that they wanted to cancel. The Customer will not have the right to change their mind once the Services have been completed.

6.1.2 If the Company supplies the Customer with digital content, they will have 14 days to change their mind from the day after the day the Order is accepted by the Company. The Customer will not have the right to do this if the Company has made the digital content available to the Customer and/or the Customer has started to download, stream or watch that digital content.

6.1.3 If the Company supplies the Customer with Goods as part of Customer's Services contract, the Customer will have 14 days to change their mind from the day after the day the Customer places their order. If the Customer cancels after receiving Goods from the Company, they must return the Goods within 14 days of cancelling the Contract.

- 6.2 If the Customer cancels a Service as set out in paragraph 6 above, the Customer's Agreement in respect of any Goods which the Company supplies that is needed to use that Service will not end until the Customer has returned the Goods to the Company (which must be sent to the Company within 14 days of cancelling). If the Customer returns the Goods, the Company will refund the costs which the Customer has already paid for it, but the Company may reduce that refund by an appropriate amount up to the full value of the refund where the Goods are damaged, or the Company considers that the Goods have been used more than absolutely necessary to verify that it was fit for purpose.
- 6.3 The Company will treat any failure to return the Goods within 14 days of cancelling as a serious breach and immediately end the Contract. If the Company does this and the Customer did not pay for the Goods in full – the Customer will be liable to pay the full price of the Goods. If the Customer subsequently returns the Goods to the Company, it will waive or refund the costs charged to the Customer for the Goods.
- 6.4 Unless otherwise agreed by the Company or as set out in these Terms, the Customer is responsible for the cost of returning any Goods which the Company has supplied for use with a Service. The Company may offer to collect the Goods from the Customer and if the Customer agrees, the Company will charge to the Customer, its reasonable costs for doing so.
- 6.5 If the Customer has the Right to Cancel and wishes to exercise it, they must do so via post to BIT2 Ltd, Suite 6, Conference Centre Offices, Brockhall Village, Old Langho, Blackburn, BB6 8AY.

7. DELIVERY OF GOODS OR SERVICES

- 7.1 The Company will arrange the delivery of the Goods during 9am – 5pm on a Working Day to the Delivery Address provided by the Customer at the time of the Order or, in the absence of such a specific address, at the last address to which delivery to the Customer was made. It is the Customer's responsibility to provide a full (including postcode) and accurate Delivery Address.
- 7.2 The Company's obligation to arrange the delivery of the Goods will be discharged when the Goods are received and signed for at the Delivery Address by a person who appears to be: (i) authorised to take delivery and sign the delivery documentation presented by the delivery driver, and (ii) over 18. The Company cannot accept any instructions to leave the Goods in any location, however secure, without being signed for.
- 7.3 Any dates quoted for the provision of Services and/or the delivery of the Goods are given in good faith but are approximate only. Time for delivery/the provision of Services shall not be of the essence and the Company will have no liability for any failure to meet any such delivery/Agreed Appointment. The Goods and/or Services may be delivered by the Company in advance of the quoted delivery time/Agreed Appointment upon giving reasonable notice to the Customer.
- 7.4 The Company may deliver the Goods and/or Services by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract and the Company shall be entitled to invoice each installation as and when delivery thereof has been made. Any delay in delivery or defect in any instalment shall not entitle the Customer to treat the Contract as a whole as repudiated or cancel any other instalment.
- 7.5 If the Company fails to provide the Services or deliver the Goods for any reason other than any Force Majeure event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, the Company's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement services or replacement goods of similar description and quality (in the cheapest available market) less the price of the Goods.
- 7.6 If under the terms of the Contract monies due shall be payable by instalments any default by the Customer of the payment of any due instalment shall cause the whole of the balance of the sums due to become payable forthwith.

- 7.7 The period for delivery of the Goods shall be calculated from the time of receipt by the Company of the Customer's order or if later from the date of receipt of all necessary information to enable the Company to procure the manufacture of the Goods whichever shall be the later and the Customer shall take delivery within that period.
- 7.8 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery, then the Company may:-
- 7.8.1 store the Goods until actual delivery and charge the Customer for the costs (including insurance) of storage;
- 7.8.2 sell the Goods at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Customer for the excess over sums owing by the Customer or charge the Customer for any shortfall.
- 7.9 Following the Customer making payment of an Order for the provision of Services, an employee/agent/servant/sub-contractor of the Company will contact the Customer within five Working Days in order to arrange an Agreed Appointment.
- 7.10 Without prejudice to the Customer's Right to Cancel at clause 6 above, and unless agreed otherwise by a Director of the Company, if the Customer cancels an Agreed Appointment with less than 24 hours' notice or fails to attend the Agreed Appointment, the Company reserves the right to charge to the Customer an abortive appointment fee of £50.00 + VAT.

8. TITLE AND RISK

- 8.1 Risk in the Goods shall pass to the Customer upon collection by the Customer or where the Company is to arrange delivery, upon collection by the designated carrier.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Goods and all other goods (including carriage costs) agreed to be sold by the Company to the Customer (including those sums which have not yet fallen due for payment under all contracts between the Company and the Customer).
- 8.3 Until title to the Goods has passed to the Customer, and subject to clause 8.4 the Customer shall:-
- 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee; and
- 8.3.2 store the Goods separately from those of the Customer and all third parties and properly stored, protected and insured so that they remain identifiable as the Company's property;
- 8.3.3 notify the Company if it becomes subject to any of the events listed in clause 12.2;
- 8.3.4 give the Company such information relating to the Goods as the Company may require from time to time;
- but the Customer may resell or use the Goods in the ordinary course of its business.
- 8.4 The Customer may sell on the Goods property in which remains in the Company, and may appropriate them to a contract for sale and deliver them to a third party, but only when each of the following conditions is satisfied:-

8.4.1 the agreement for sale, and the appropriation of the Goods to the agreement for sale and the delivery to the third party, are made and effected bona fide and in the ordinary course of business;

8.4.2 the Customer, under the agreement for sale retains property in the Goods until it the Customer has been paid in full by the third party to whom it is agreeing to sell on the same;

8.4.3 the Customer is not in default of any of its obligations (including its payment obligations) to the Company. If at the time of the agreement for sale, or appropriation, or delivery, one of more of such conditions is not satisfied, the Customer has no right to sell such Goods, or to appropriate them to a contract for sale, or (unless it has already been properly sold or appropriated) to deliver them to the third party.

8.5 The Customer's licence in clause 8.4 to sell on the Goods property in which remains in the Company, to appropriate the same to a contract for sale, or to deliver the same to a third party, is automatically revoked and comes to an end if it becomes subject to any of the events listed in clause 12.2:-

8.5.1 it is unable to pay its debts as they fall due or is otherwise insolvent;

8.5.2 a receiver or an administrative receiver is appointed over any part of the Customer's business or assets;

8.5.3 the Customer (if it is an individual) makes or offers any arrangement or composition with its creditors or commits any act of bankruptcy or a bankruptcy petition is presented against it; or (if the Customer is a limited company) and resolution or petition to wind it up is passed or presented, or any steps are taken to appoint an administrator, or an administrator is appointed over it.

8.6 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 12.2 or the Company reasonably believes any such event is about to happen and notifies the Customer accordingly, then, provided the Goods remain in existence and have not been resold or irrevocably incorporated into another product, the Company may at any time without limiting any of its other rights and remedies, require the Customer to deliver up the Goods and, if the Customer fails to do so forthwith enter upon any premises of the Customer or any third party where the Goods are stored and recover the Goods.

8.7 Further, the Customer will give the Company's representatives all reasonable assistance to enable it to identify uninstal and remove such Goods when they attend such premises.

8.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness the Goods which remain the Company's property but if the Customer does so all monies owing by the Customer to the Company shall without limiting any other right or remedy the Company has, forthwith become due and payable.

8.9 The Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

8.10 If Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of the insurance as trustee for the Company.

8.11 Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation and in any event, must be in re-saleable condition in undamaged original packaging and returned at the Customer's expense.

8.12 For the avoidance of doubt, the Company expressly reserves all its rights at common law and in equity in the event that the Customer makes an unauthorised sale, appropriation or delivery of the Goods property in which remains in the Company. In particular, the Company expressly acknowledges that the proceeds of any unauthorised sale appropriation or delivery belongs to and are payable to the Company.

9. WARRANTIES

9.1 Each of the sub-conditions in condition 9 shall be treated as separate and independent.

9.2 Except as expressly provided in these Conditions, all warranties, conditions, representations and other terms implied by statute or common law and all the laws of the country where the Customer is located are excluded from the Contract to the fullest extent permitted by law.

9.3 Subject to the conditions set out below, the Company warrants that that the Goods will on delivery correspond in all material respects with their description as set out in the Company's written acceptance of the Order and the Goods will be free from manufacturing defects in materials and workmanship for a fixed Warranty Period which will commence from the date of the Customer's Order.

9.4 In substitution for all rights which the Customer would or might have but for these Conditions and subject to Clauses 9.5 and 9.6:

9.4.1 the Customer gives notice in writing to the Company (and in any event before expiry of the Warranty Period) within 30 days of discovery that some or all of the Goods do not comply with the warranties in clause 9.3; and

9.4.2 the Customer provides original proof of the purchase i.e. a copy of the Invoice; and

9.4.3 the Company (including its agents, subcontractors, consultants or employees) is given a reasonable opportunity of examining such Goods; and

9.4.4 at the request of the Company, the Customer returns to the Company's Premises at the Customer's cost all or any part of the Goods as are requested by the Company or, if requested by the Company, permits the Company to remove the Goods at the Company's cost,

the Company undertakes in the case of Goods supplied by the Company that if within the Warranty Period a serious defect in materials or workmanship appears in them it will either:

- (i) credit to the Customer in full the price paid by the Customer to the Company for the Goods at the time of the original Order; or
- (ii) repair the defective Goods or supply a replacement for the Goods which are at least functionally equivalent, free of charge at the place of delivery specified by the Customer for the original Goods provided that in any case they have been accepted and paid for.

The Company shall have no further liability for a breach of the warranty in condition 9.3 in respect of such Goods.

9.5 The Company shall not be liable for any failure to comply with the warranty set out in condition 9.3 if:

9.5.1 the Customer makes any further use of such Goods after giving notice in accordance with condition 9.4; or

- 9.5.2 the defect arises because the Customer failed to follow the Company's or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice; or
- 9.5.3 the Customer alters or repairs such Goods without the prior written consent of the Company;
- 9.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence by the Customer or any third party, or abnormal storage or working conditions.
- 9.6 The warranties contained in condition 9.3 do not include:
- 9.6.1 any equipment, materials or Goods not supplied by the Company;
- 9.6.2 any equipment, materials or Goods supplied by the Company to the Customer free of charge as part of a promotional offer;
- 9.6.3 any accessories, supply items, consumables (such as batteries and printer cartridges), and structural parts (such as frames and covers);
- 9.6.4 damage or loss of function caused by the Goods having been submersed in water unless the Goods are designed to operate in such conditions;
- 9.6.5 Cosmetic-only damage which has no impact on the functioning of the Goods;
- 9.6.6 any accidental loss or damage not caused by the Company or any loss or damage caused by any acts of God or any loss or damage to the extent contributed by any acts of God.
- 9.7 These Conditions apply to any repaired or replacement Goods supplied to the Customer, save expressly stated otherwise.
- 9.8 Except as provided for in this condition 9, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 9.3. Subject to condition 9.1, the Customer's sole remedy in respect of a breach of the warranty in condition 9.3 shall be as set out in condition 9.4 and subject to the requirements imposed upon the Customer in condition 9.4.
- 9.9 Save as specified by the Company in the written acceptance of an Order, the Company does not guarantee that the Goods or the Services will comply with any industry codes of practice or specific industry standards.
- 9.10 In the case of computer software or accessories, the Company does not guarantee that such Goods will be compatible with the Customer's operating system.
- 9.11 The Company does not warrant that the operation of the Goods will be uninterrupted or error-free. The Company is not responsible for damage that occurs as a result of the Customer's failure to follow the Company's and/or the Manufacturer's instructions.
- 9.12 These Conditions shall apply to any repairs or replacement Goods supplied by the Company. Repaired or replacement Goods are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Warranty Period of the Goods which they are replacing or in which they are installed, whichever is longer.
- 9.13 The Company warrants and undertakes to provide the Services with reasonable care and skill.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in these Terms excludes or limits the Company's liability for:
- 10.1.1 death or personal injury caused by the Company's negligence;
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 10.1.4 any defective Goods under the Consumer Protection Act 1987; or
 - 10.1.5 any other matter for which it would be illegal for the Company to exclude or attempt to exclude its liability.

10.2 Save as otherwise expressly provided in these Conditions, the following provisions set out the Company's entire liability in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation) or otherwise howsoever arising relating to the Services and or the Goods.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CONDITION:

- 10.3 Subject to condition 10.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 10.3.1 any loss of profit;
 - 10.3.2 any loss of business, earnings/income or opportunity;
 - 10.3.3 any loss of anticipated savings; or
 - 10.3.4 any loss of Programs, Data, or removable storage media. The Company is not responsible for the restoration or reinstallation of any programs or data other than software installed on the Goods by the Manufacturer.
- 10.4 Subject to condition 10.1, the Company's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed 125% of the price paid or payable by the Customer for the relevant Goods.
- 10.5 The Customer expressly acknowledges that by entering into contract with the Company it acknowledges and agrees the exclusions and limitations of liability set out herein and that the Price which has been agreed for the Goods reflects the level of liability accepted by the Customer. The Customer further acknowledges that it is its own responsibility to seek legal advice on the meaning and effect of these exclusions and limitation of liability and that it is able to and should seek to protect itself against any potential loss or damage which is not recoverable from the Company by means of obtaining insurance from third party providers.
- 10.6 Nothing in these Terms shall affect the Customer's statutory rights.

11. COMMUNICATIONS

11.1 All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post or e-mail to the address in the United Kingdom or e-mail address notified to the other party from time to time and shall be deemed to have been received if sent by pre-paid first class

post, two Business Days after posting (exclusive of the day of posting); or if delivered by hand, on the day of delivery; or if sent by e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

12. CUSTOMER'S INSOLVENCY

12.1 If the Customer becomes subject to any of the events listed in clause 12.2 or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:-

12.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

12.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than where these events take place for the purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Buyer;

12.2.3 a creditor or encumbrancer of the Customer attaches or takes possession of or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of its assets and such attachment or process is not discharged within 7 days;

12.2.4 an application is made to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

12.2.5 a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

12.2.6 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

12.2.7 any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent to or similar to any of the events mentioned in clause 12.2.1 to 12.2.6 (inclusive);

12.2.8 the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy.

13. CONFIDENTIALITY

Save as otherwise required by law, the Company shall regard as confidential the source of supply of all raw materials, component parts and other items sourced by the Company in the manufacture of the Goods.

14. INTELLECTUAL PROPERTY



All intellectual property rights in and to any products displayed in the Company's catalogue, Website, Social Media or other trade literature including all photography are owned by and/or registered in the name of the Company. Any infringement of the Company's rights will be vigorously contested.

15. COMPLAINTS

15.1 If you have any complaints regarding the Company's services, please address them to the Company by:

15.1.1 post, to Oliver Alcock at Bowland IT, Suite 6, Conference Centre Offices, Brockhall Village, Old Langho, Blackburn, BB6 8AY

15.1.2 email, to info@bowlandit.co.uk

16. VARIATION

16.1 Any variation to the Terms shall be of no effect whatsoever unless agreed In Writing by the Company.

16.2 The Company has the right to revise and amend the Terms from time to time.

17. SEVERANCE

If any term or provision of the Terms are in whole or in part held to any extent to be illegal or unenforceable under any enactment or rule of law, the relevant provision shall to that extent be deemed not to form part of the Terms and the enforceability of the remainder shall not be affected.

18. WAIVER

Any remedy or right conferred upon the Company or Customer for breach of the Terms shall be in addition to and without prejudice to all other rights and remedies available to the relevant party. No exercise or pursuit, or failure to exercise or pursue, such a right or remedy shall constitute a waiver by a party of any other right or remedy.

19. ENTIRE AGREEMENT

19.1 These Terms constitute the whole agreement between the Company and Customer and supersede all previous discussions, correspondence, negotiations, previous arrangement, course of dealing, understanding or agreement between us relating to the subject matter of any Contract.

19.2 We each acknowledge that, in entering into a Contract, neither of the Company nor the Customer relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Terms or the documents referred to in them.

19.3 Both the Company and Customer agree that the Company's only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

19.4 Nothing in this clause limits or excludes any liability for fraud.

20. THIRD PARTY RIGHTS

A person who is not party to a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

21. EVENTS OUTSIDE OF THE COMPANY'S CONTROL

- 21.1 The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of the Company's obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").
- 21.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Company's reasonable control and includes in particular (without limitation) the following:
- 21.2.1 strikes, lock-outs or other industrial action;
 - 21.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 21.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 21.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 21.2.5 impossibility of the use of public or private telecommunications networks;
 - 21.2.6 the acts, decrees, legislation, regulations or restrictions of any government; and
 - 21.2.7 pandemic or epidemic.
- 21.3 The Company's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and the Company will have an extension of time for performance for the duration of that period. The Company will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the Company's obligations under any Contract may be performed despite the Force Majeure Event.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

- 22.1 The Contract between the Customer and the Company is binding on both parties and on their respective successors and assignees.
- 22.2 The Customer may not transfer, assign, charge or otherwise dispose of a Contract, or any of their rights or obligations arising under it, without the Company's prior written consent.
- 22.3 The Company may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of their rights or obligations arising under it, at any time during the term of the Contract.

23. GOVERNING LAW AND DISPUTES

- 23.1 These terms and conditions and any Contract to which they apply shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning or arising out of these terms and conditions and any Contract to which they apply.