

TERMS & CONDITIONS OF SALE

GENERAL

The Seller is KVMshop, Unit 2A Albany Park, Frimley Road, Camberley, Surrey GU16 7PL. The Buyer is any person or company who buys or has agreed to buy Goods from the Seller. Goods means any goods provided by the Seller (or any instalment of the goods or parts) in accordance with the Seller's standard Terms & Conditions of Sale. Conditions means the Standard Terms and Conditions of sale set out in this document. These Terms & Conditions of Sale supersede any previous Terms & Conditions of Sale of the Seller. Any variations of these Terms & Conditions must be confirmed in writing by the Seller and will not otherwise be valid. Any waiver by the Seller of these Terms & Conditions of Sale on any occasion shall merely act as a waiver on that occasion, and shall not affect the Seller's right to enforce these Terms & Conditions on any further occasion, no Terms & Conditions stipulated by the Buyer shall have effect unless otherwise agreed in writing from the Seller.

PRICES

Unless otherwise stated any prices quoted by the Seller are

(i) Exclusive of value added tax and any other taxes and duties.

(ii) Exclusive of carriage, packaging and insurance.

(iii) Exclusive of any release certificates, The Seller shall charge extra in respect of these items, Prices to the Buyer are subject to change without notice after the date of the Seller's acceptance of the Buyer's order where the Seller has incurred increased costs due to currency exchange rate change, Import duty change, Increased freight charges. Increased prices from supplier or surcharges, where agreed call-off are not adhered to, the Seller reserves the right to amend the price structure in accordance with quantities delivered. In any event the Seller retains the right to invoice at the price ruling at the time of delivery, The Seller reserves the right to amend prices to correct errors or omissions.

(iv) All prices quoted are on an ex works basis and valid for no more than 14 days, however the seller still reserves the right to give notice to the buyer and amend prices at any time before delivery.

PAYMENT

Strictly net cash with order unless a credit account has been established with KVMshop but payments must in any case be made no later than thirty days from the relevant invoice. Where payment is not made in accordance with the terms above, the Buyer shall pay interest on any amount calculated at 10% above the Bank of England base rate for the time being in force calculated on a daily basis. The Seller reserves the right to suspend deliveries where payment is not received in accordance with these Terms & Conditions of Sale, The Seller reserves the right at the Seller's complete discretion to refuse to establish a credit account for any Buyer, to refuse credit to any Buyer notwithstanding that a credit account may already have been established, and to withdraw credit account facilities, Without prejudice to the Seller's other rights. A minimum charge of ten pounds will be levied on all returned cheques.

DELIVERY

All despatch dates are estimated and are not guaranteed and do not form a term of this contract. Whilst every endeavour will be made to comply with these dates, the Seller shall have no liability whatsoever for delay in despatch or delivery, or for any loss occasioned thereby. Late delivery does not entitle the Buyer to cancel the order any shortages and/or damages in delivery must be notified in writing to the Seller within two days of receipt.

RISK

(a) Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods.

(b) Delivery of the Goods shall be deemed to take place at the time the same are posted by KVMshop in a package addressed to the Buyer, placed in the hands of any delivery agent or service or, if the Buyer collects the goods, when KVMshop notifies the Buyer that they are available for collection.

OWNERSHIP

At the Seller's discretion, ownership of the Goods may not pass from the Seller to the Buyer until the Buyer has made a payment in full thereof (and any other monies owing to the Seller). If payment is not made in accordance with these Terms & Conditions of Sale, the Seller shall have the right (without prejudice to the obligation of the Buyer to purchase the Goods, and to any other remedy that may be available to the Seller) to retake possession of Goods not fully paid for, and to go upon any premises occupied by the Buyer.

CANCELLATIONS RE-SCHEDULES & RETURNS

Requests to cancel or re-schedule orders must be made in writing to the Seller. The Seller is under no obligation to accept such cancellations or re-schedules. Without prejudice, the Seller reserves the right to make a charge on the Buyer to recover costs up to 100% including loss of profit up to 100% incurred by the Seller due to such a cancellation or re-schedule. In addition in the event the seller is unable to cancel delivery from their supplier to charge up to 100% of those goods or services to the buyer including manufacturing, labour and or material costs. In the event of a partial cancellation of any order KVMshop reserve the right to change / increase pricing on the remaining or other items. Returns not accepted without an authorised returns number, returns request form available upon request. Restocking charges may be applicable.

WARRANTY

Unless otherwise stated, if any Goods being hardware are or become faulty or defective by reason only of use of defective materials or workmanship within a period of one year from the date of delivery. The Seller will at the Seller's option either refund the price of such Goods or replace or repair such Goods provided that the Buyer shall have notified the Seller of the fault or defect in the Goods, and shall have returned the faulty or defective Goods to the Seller, Other than set out in this Condition all warranties, conditions or other terms expressed or implied, statutory or otherwise, are excluded. Subject to the aforesaid the Seller shall be under no liability in contract or tort for any loss, damage, death or injury arising directly or indirectly out of the supply use or misuse of the Goods, to the Buyer or any third party.

ORDERS & SPECIFICATIONS

No order submitted by the buyer shall be deemed accepted by the seller unless and until confirmed by the seller's authorised representative.

The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the buyer and for giving the seller any necessary information relating to the goods within a sufficient time to enable the seller to perform the contract in accordance with those terms. The quality, description and quantity of and any specification for the goods shall be those set out in the seller's quotation (if acceptable by the buyer) or the buyer's order (if accepted by the seller). Where cable lengths are mentioned or worked to they are to a tolerance of +/- 10 % as is believed the industry standard for cable suppliers unless otherwise agreed to any other tolerance or specification. For any goods manufactured or any works carried out, the buyer shall

indemnify the seller against all claims, loss, damages and expenses incurred or for any infringement of patent, copyright, design, trademark or other intellectual property rights for which the seller may become liable by following the requirements or specification supplied. The seller reserves the right to make any changes to the specification for goods, which are required to conform to, any statutory or safety requirements.

INSOLVENCY

This clause applies if: - the buyer makes any arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed for any of the property or assets of the buyer, or the buyer ceases, threatens to cease, to carry on business, or the buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly. If any of the above applies then without prejudice to any other right or remedy available to the seller, the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

FORCE MAJEURE

KVMshop will not be liable to the Buyer or deemed to be in breach of contract because of any delay or non-performance directly or indirectly due to any cause beyond KVMshop's reasonable control including without limitation lack of adequate instructions from the Buyer, Governmental regulations or requirements, Acts of God, unavailability of materials, work stoppages, strikes, slowdowns, boycotts or other industrial action and in such case may wholly or partially suspend shipment of Goods.

WAIVER

The failure on the part of KVMshop to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

SEVERABILITY

The invalidity of the whole or any part of any of these Terms & Conditions shall not affect the validity of the remaining part of the particular Term or Condition or the provisions of these Terms & Conditions.

LAW

This contract shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.