

## **Lintronics Limited**

### **TERMS AND CONDITIONS**

**These Terms and Conditions are effective from 17/03/2006 until further notice.**

#### **1. Definitions.**

You, the Customer a person or company buying Products from us.

Consumer a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 18.

Lintronics Limited (us, our) the Product vendor as identified on your invoice and, where relevant, Service Provider.

Lintronics Limited - branded Product computer hardware products that are marked with the "Lintronics Limited" brand, including all components inside, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts not installed or added by Lintronics Limited at our premises; (ii) accessories or parts added to the Lintronics Limited - branded hardware products.

Integration Material (IM) 3rd Party Products or products specified or provided by you.

Order Confirmation formal acknowledgement of Product ordered by you, sent Lintronics Limited.

Price stated in Order Confirmation.

Product as described in Order Confirmation, may include Lintronics Limited products, 3rd Party Products and Service Offerings.

Service Offering as described in Order Confirmation and Lintronics Limited Service description document.

Service Provider Lintronics Limited or its authorised Service experts. rd Party Products all goods that are not Lintronics Limited Products. Software computer operating systems, middleware or applications.

Service means general service and support carried out by Lintronics Limited or Service Provider in accordance with the Service Offering, including Customer Factory Integration Services.

#### **2. Application.**

This Agreement applies to this sale, Service and all statements made by Lintronics Limited in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by Lintronics Limited in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement.

#### **3. Quotations/Orders/Contract.**

Quotations are only valid in writing and during the period that they state. If unstated, the period is 10 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone or fax but are only binding when accepted by Lintronics Limited in a written Order Confirmation. Please check the Order Confirmation and notify Lintronics Limited of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. Lintronics Limited reserves the right to change Products (incl. 3rd Party Products) at any time but Lintronics Limited guarantees you at least equivalent functionality and performance.

#### **4. Price & Payment Terms.**

Products and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause Lintronics Limited to adjust prices accordingly. Payment will be made before supply or Service or, if agreed, within 30 days of the invoice date without further notice from Lintronics Limited. Payment timing is of the essence. Lintronics Limited may suspend deliveries or Service until full payment for that order. If payment is late, and you purchase as a company, the maximum statutory interest rate will apply on the late amount and if you purchase as a Consumer, interest will be at 2% above the minimum lending rate on the late amount. In either case, the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.

#### **5. Delivery/Title/Risk.**

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Lintronics Limited may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Lintronics Limited's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. Lintronics Limited may sue for the Price before title passes. If you refuse delivery without Lintronics Limited's agreement, you must pay Lintronics Limited's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

#### **6. Acceptance.**

When you receive Product you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product. If Lintronics Limited agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

#### **7. Warranty.**

Unless otherwise stated, Lintronics Limited guarantees to you that Lintronics Limited Products will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. Should Product be defective within this period, Lintronics Limited will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Lintronics Limited manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Lintronics Limited warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Lintronics Limited may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change. Lintronics Limited does not give a warranty guarantee protection for: damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself; damage caused by any party (except Lintronics Limited) or other external force; fitness for any particular purpose; 3rd Party Products, Software and IM specified by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor; any instruction given by you and correctly performed by Lintronics Limited.

#### **8. Services.**

Will be provided by Lintronics Limited. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. You must allow Lintronics Limited to examine Product at your or Lintronics Limited's premises (at our choosing). Lintronics Limited owns any replaced Product or parts resulting from repair and will charge Customer if these are not returned upon request. Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in Lintronics Limited's assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g.: hinges, doors, cosmetic features, frames) may not be serviced within Service Offering time period.

### **9. Customer Factory Integration.**

Custom Factory Integration (CFI) Services may be provided by Lintronics Limited in accordance with Customer's instructions and technical specifications. You will specify and provide IM or Lintronics Limited may obtain IM at your instruction. Lintronics Limited will indicate acceptance and/or validation of IM, then will integrate IM into Product, producing a CFI Product. Lintronics Limited may install CFI Product under your instruction or under Lintronics Limited technical advice, if agreed. Lintronics Limited will not carry out CFI work if it is not technically feasible in our view.

### **10. Liability.**

Lintronics Limited accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of Lintronics Limited, Service Provider or our employees, agents, subcontractors. Except for death/personal injury, this liability is limited to the lesser of £250,000 or Price. Lintronics Limited does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by Lintronics Limited within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Lintronics Limited's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

### **11. Intellectual Property (IP).**

Lintronics Limited indemnifies you from all costs and liabilities from any claim that use of Product infringes any 3rd party IP. Lintronics Limited may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify Lintronics Limited for any of IM or IP specified or owned by you and integrated into Product. Lintronics Limited is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. Lintronics Limited retains all Lintronics Limited-owned IP in Product. You must notify Lintronics Limited immediately of any infringing or unauthorised use of Product or IP in it. Lintronics Limited does not indemnify you for i. 3rd Party Products and Software, ii. unauthorised modification or iii. any claim caused by the use of Products in conjunction with anything not supplied by Lintronics Limited.

### **12. Software.**

not owned by Lintronics Limited is supplied subject to licence and warranty of the Software licensor. Lintronics Limited encloses the Software licence that you require with the Product where necessary; you must comply with that licence. If you choose not to accept the operating system licence at start-up, if any, Lintronics Limited will only accept the return of the entire product for refund.

### **13. Force Majeure.**

Lintronics Limited is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

### **14. Confidentiality.**

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

### **15. Termination.**

Lintronics Limited may terminate this Agreement with immediate written notice if you fail to pay on time. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

### **16. Your obligations as a Customer.**

You are responsible for:

your own choice of Product and its suitability for purpose;  
your telephone & postal charges in contacting Lintronics Limited, if any; any CFI specifications & instructions given by you; all IM, its performance, licences, authorisations and any unused IM. You must provide Lintronics Limited with all reasonable courtesy, information, cooperation, facilities and access to enable Lintronics Limited to perform duties, failing which Lintronics Limited shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Lintronics Limited - supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

### **17. Data Protection.**

Your data will be held and/or transferred in strict accordance with the applicable data protection laws. You consent to your personal data being transferred to a Lintronics Limited company outside of the EEA. You may instruct Lintronics Limited not to use your data for direct marketing purposes.

### **18. Consumer Rights.**

If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform Lintronics Limited in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer or user.

### **19. Jurisdiction.**

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement.

### **20. Miscellaneous.**

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Lintronics Limited may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

You can find all Lintronics Limited policies, Product and Service Offering details and notices via [www.lintronics.co.uk](http://www.lintronics.co.uk) and you should refer to this site for any further updates.

Thank you for doing business with Lintronics Limited.

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