

globe microsystems terms and conditions of sale

1. Formation of Contract

1.1 All contracts of Sale made by Globe Microsystems Limited (Globe) shall be deemed to incorporate these conditions to the exclusion of any other terms and conditions in any document used by the third party in their dealings with Globe, except in so far as Globe have in writing agreed to exclude or modify the terms hereof. All contracts are personal to the customer, and may not be assigned.

1.2 No amendment or addition to these conditions shall form any part of any contract unless made or agreed by Globe in writing.

2. Quotations

No quotation of Globe shall constitute an offer and all quotations shall lapse after 14 days but may be withdrawn by notice at any time

3. Deliveries and Acceptance

3.1 Whilst Globe will endeavour to meet agreed delivery dates, no date of delivery can be guaranteed and Globe shall in no event be liable for any losses caused by delay in delivery, however caused.

3.2 Title to equipment, goods or services supplied will not pass to the customer until payment of the relevant invoice has been received in full by Globe.

3.3 The delivery costs will be met by the customer, except where exclusive or exempt pricing is quoted.

3.4 After the point of receipt of Purchase Order from the customer, an order may be cancelled by the customer only upon acceptance of cancellation by Globe, there being no obligation on Globe to give such acceptance and where relevant by payment of suitable cancellation charges.

4. Terms of Payment

4.1 The prices shown on Globe's quotations are those in force at that date, but Globe reserves the right to modify prices to take account of increased costs in particular resulting from any revaluation of currency, increase or change in tax, duty or other impost, or legislation passed after the date of the quotation and prior to delivery.

4.2 Payment will be due on presentation of invoice or proforma invoice unless the parties in writing prior to delivery have agreed other credit terms.

4.3 Globe's Credit terms for approved credit customers are payment within 28 days from the date of invoice. Should payment not be received in the allotted time then Globe reserve the right to suspend further delivery and technical support, withdraw credit terms and charge interest on overdue monies at 4% above the current Barclays base lending rate on monies due and outstanding.

5. General

5.1 In these conditions equipment shall refer to each item of equipment/ product to be supplied as described in Globe's quotation.

5.2 The entire contract of sale shall be subject to these conditions. No forbearance or indulgence shown or granted by Globe with regard to any provision herein shall be deemed to be a waiver of the provision itself.

5.3 If the customer shall be in default in the performance, on his part, of his obligations hereunder, or if mortgagee or receiver shall take possession of the whole or a substantial part of the undertaking of the customer, or if the customer commits an act of bankruptcy or, being a corporate becomes insolvent or enters into liquidation or makes a composition with creditors, Globe shall have the right (without prejudice to any other remedy) to cancel its commitments and / or equipment delivered shall be immediately returnable or made available for collection by Globe, or their authorised representatives.

6. Warranty

The majority of goods supplied by Globe will be subject to a warranty, details of which and Globe's returns procedure are available on request.

7. Limit of Liability

7.1 Globe shall not be liable to the customer for any failure on its part to perform in accordance with a quotation or agreement where that fulfilment has been prevented, hindered or delayed by any circumstances beyond Globe's control.

7.2 Except as expressly or impliedly provided herein Globe shall be under no liability for any direct injury, loss or damage arising from any shortcoming, defects or problems of whatsoever nature in products or services supplied by Globe or in any way connected with the use of equipment or services so supplied.

8. Arbitration

8.1 Any question or difference which may at any time arise between the parties hereto concerning the provisions of these terms and conditions or the effect thereof or the rights and duties of the parties hereto shall be referred to a single arbitrator to be appointed by the president for the time being of the institution most relevant to the computer industry and such reference shall be deemed to be for all purposes a reference to arbitration under the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

8.2 If for some reason the reference to arbitration cannot be effected then the parties ordinary legal rights and as set out by the Laws of England, and hereunder shall apply to resolution of disputes.

9. Risk, Retention of Title and Directors Liabilities

9.1 Globe and the customer expressly agree that until Globe have been paid in full for the equipment or services supplied under any sales contract between the parties, or where moneys remain outstanding from any subsidiary company or Director or Shareholder of the customer the following clauses shall apply:

9.1.1 All equipment shall remain the property of Globe and the customer, as bailees of Globe, shall store the goods for Globe in a proper manner without charge and in such way as that equipment can be clearly identified as being the property of Globe, notwithstanding that risk therein shall pass to the Customer on the point of despatch. Title shall not pass to the customer until Globe have received all sums due in connection with the supply of those goods or services.

9.1.2 At any time Globe may recover from the customer the equipment remaining in the customer's possession for which title has not passed, and for the purposes thereof may enter upon any premises of or occupied by the customer or any third party (where the consent of the third party is given).

9.1.3 The customer and its Directors agree that should they enter into a position of insolvency or not be able to make payments to their suppliers at the times that they become due, they will inform Globe of the situation and will not attempt to further purchase goods or extend their credit position except as agreed by Globe after full disclosure. Where credit has been provided by Globe as a result of false information provided by the Customers Directors or where the Customers Directors have been in default of the terms of this clause Globe will be entitled in addition to their rights against the customer be entitled to pursue the Directors for any balance outstanding. This clause does not limit the statutory rights Globe may have to pursue Directors for losses as a result of Insolvency.

9.2 The risk in the equipment shall pass to the customer on despatch, thereafter the customer shall take responsibility for the satisfactory care and protection of the equipment and shall take out at its own expense adequate and comprehensive insurance cover until Globe has received payment of the price in full.

10. Law

The terms herein shall be subject to and construed in accordance with the laws of England in all respects as an English contract subject to the jurisdiction of the English Courts. The uniform laws on international sales shall not apply.