

Terms and Conditions

1 Definitions

1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller.

1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by a Director of the Seller company.

1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered.

1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller.

1.5 'Seller' means Pyramid Limited of Turner House, 9 – 10 Mill Lane, Alton, Hampshire, GU34 2QG United Kingdom.

2 Conditions Applicable

2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of the Seller.

3 Price

3.1 The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's VAT invoice. The Seller's quoted Price excludes carriage, packing and insurance which will be charged for separately.

4 Payment

4.1 Payment of the Price and VAT shall be due on or before delivery. Time for payment shall be of the essence.

4.2 In specified cases a deposit may be payable prior to delivery.

4.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above Barclays Bank PLC's base rate from time to time in force and shall accrue at such a rate after as well as before any Judgement.

4.4 Credit accounts may be arranged under separate agreements. Any such agreements are at the discretion of the Seller and may be withdrawn at any time.

5 Goods

5.1 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

6 Warranty

6.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller at the point of sale. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise, are excluded.

6.2 The Warranty specified in clause 6.1 will apply as follows: where Goods are sold with original manufacturer's warranty, the original manufacturer's warranty period will apply. Where Goods are sold without original manufacturer's warranty, Seller offers a maximum warranty period of six months from Delivery Date of the Goods, unless specified otherwise by a Director of the Seller company in writing.

6.3 The Warranty specified in clauses 6.1 and 6.2 does not apply to any computer software supplied by the Seller. Warranty for computer software is limited to the terms and conditions offered by the original manufacturer.

6.4 Where the Seller installs software into equipment, the Seller's warranty is limited to that specified in 6.3 above and also specifically excludes re-installation of such software where the software has been rendered inoperable by the Buyer.

7 Shortages and / or Defective Goods

7.1 The Buyer must notify the Seller immediately and within 24 hours of delivery, details of any shortage in the quantity of Goods delivered, and keep for the Seller's inspection all packaging materials.

7.2 The Buyer must notify the Seller immediately upon discovery of any defective Goods.

7.3 Upon receiving such notification the Seller will issue Returns Authorisation Form. Full details of returns procedure are as specified on the Returns Authorisation Form. A copy of the Returns Authorisation Form is available from the Seller upon request.

7.4 The conditions expressed in the Returns Authorisation Form shall be incorporated into these Conditions. Goods returned to the Seller will be examined. Examined Goods will be replaced, repaired, returned without repair, or price refunded, at the Seller's discretion. Where goods are returned as DOA and no fault is found a charge may be made for the time spent inspecting such Goods and for the cost of carriage and insurance and any other costs reasonably incurred by the Seller. If the seller in its absolute discretion agrees to accept the return of non-faulty goods not required by the Buyer a 20% restocking charge will apply together with any other charges reasonably incurred by the seller.

7.6 Advance replacement facility may be available in appropriate cases and subject to availability of replacement goods.

8 Delivery

8.1 Delivery will only take place after Purchase Order has been received by the Seller.

8.2 Delivery will normally be arranged by the Seller unless other arrangements are agreed and specified on the Purchase Order.

8.3 Where Seller is arranging delivery of the Goods the Seller will, where agreed, arrange for packaging, carriage and insurance of the Goods and will make additional charge for these services.

8.4 Delivery date will be specified by Seller.

8.5 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

8.6 Notwithstanding that the Seller may have delayed or failed to deliver the Goods or any of the promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within four weeks of Delivery Date.

8.7 The Seller may deliver the Goods by separate instalments in accordance with an agreed delivery schedule. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these Conditions unless otherwise agreed. The failure of the Buyer to pay for any one or more of the said instalments of Goods on due dates shall entitle the Seller without notice to suspend further deliveries of the Goods pending payment by the Buyer.

9 Export

9.1 The Buyer shall promptly obtain all necessary import licences, duty deferment facility, clearances and other consents necessary for the purchase of the Goods. The Seller shall promptly upon request supply all information and documents reasonably required by the Buyer for this purpose.

9.2 The price as defined in Condition 3 above will normally be expressed in pounds sterling. Where the price is quoted in a currency other than pounds sterling, payment shall be made in that currency in accordance with the provisions of Condition 4 above. Where the price is quoted in a currency other than pounds sterling and the Seller agrees in writing to receive payment in pounds sterling then the sterling equivalent of the price shall be determined according to the closing exchange rate for selling that currency at Barclays Bank plc on the date of the Seller's agreement to the sale.

10 Acceptance

10.1 The Buyer shall be deemed to have accepted the Goods upon delivery to the Buyer.

10.2 After acceptance the Buyer shall not be entitled to reject Goods except under the provisions of Condition 6 and Condition 7 above.

11 Title and Risk

11.1 The Goods shall be at the Buyer's risk as from delivery.

11.2 In spite of delivery having been made title in the goods shall not pass from the Seller until:-

- a) the Buyer shall have paid the Price plus VAT in full; and
- b) no other sums whatever shall be due from the Buyer to the Seller.

11.3 Until title in the Goods passes to the Buyer in accordance with clause 11.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

11.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

11.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods Has not passed from the Seller.

11.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 11.4 shall cease. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods

11.6 Which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

11.7 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable Satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

11.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

12 Insolvency or Other Default of Buyer

12.1 Without prejudice to any other rights or remedies the Seller might have against the Buyer, the Seller may Terminate a Contract or suspend the performance of its obligations under Contract forthwith by notice in writing to the Buyer if:

- (a) the Buyer defaults in making payment for any of the Products or Services supplied by the Seller within seven days of its due date; or
 - (b) the Buyer defaults in any of its obligations under these terms or a Contract; or
 - (c) any steps are taken or negotiations commenced by the Buyer or any of its creditors with a view to any kind of voluntary arrangement, compromise, or other arrangement between the Buyer and its creditors; or
 - (d) the Buyer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any steps are taken to wind up the Buyer, or an administrator, administrative receiver or receiver is appointed over the Buyer's business or any part of its assets.
- 12.2 Upon termination of a Contract under clause 12.1, the Seller shall have the right, without prejudice to any other right or remedy available, to enter the Buyer's premises and repossess the Product or any of them and shall have the right to dismantle any machinery, product, item or equipment into which the Product or any of them have been incorporated and the Buyer shall be responsible for the Seller's costs and expenses in connection with so doing.
- 12.3 Those clauses capable of surviving termination shall do so.
- 12.4 The Seller may in its absolute discretion and without prejudice to any other rights which it may have:
- (a) suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or
 - (b) exercise any of its rights pursuant to Condition 11.

13 Set-Off and Counterclaim: Seller's Clause

The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

14 Liability of Seller

14.1 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these Conditions.

14.2 In the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

15 Jurisdiction and Arbitration

15.1 These Conditions are subject to the law of England and Wales.

15.2 If any dispute or difference shall arise between the parties as to the meaning of these Conditions or any other matter or thing arising out of or connected with these Conditions then it shall be referred to the determination of an Arbitrator to be appointed by agreement of the parties or by the President for the time being of the Chartered Institute of Arbitrators.

16 Notices

Any notice required to be served pursuant to these Conditions shall be in writing and served by first class post or by hand on the Seller at the Seller's address aforementioned or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principal place of business.

17 Headings

All headings are for ease of reference only and shall not affect the construction of these Conditions.

18 Severance

Any provision of these Conditions which is or may be void or unenforceable shall to the extent of such Invalidity or unenforceability be deemed severable and shall not affect any other provisions of these Conditions

19 Waiver

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.

20 Sub-contracting

Neither party may licence, assign or sub-contract all or any part of its rights and obligations under these Conditions without the other's prior written consent.

21 Force Majeure

Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

22 Cancellation Clause

The Seller may cancel these Conditions at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

23 Year 2000 compliance & warranties

As a Compaq dealer, Pyramid Limited offers Compaq's original manufacturer's warranty on Compaq original products.

Compaq gives details of its Year 2000 compliance program on its website;

www.compaq.com/year2000/ from where further details can be obtained.

In particular, your attention is drawn to Compaq's [Warranty Clarification](#) and its [Product Tables](#) within this website.

Year 2000 compliance & warranties continued

For Compaq products warranted to be Year 2000 compliant (see Product Tables), Compaq's warranty includes failure to pass the YMARK2000 test, under which circumstances such defect is covered under Compaq's limited product warranty, and subject to Compaq's warranty limitations.

Pyramid Limited is therefore able to pass on Compaq's own warranty for all products which Compaq has warranted as Year 2000 compliant and which are included in lists of Year 2000 compliant products published by Compaq.

Disclaimer

Compaq original equipment sold by Pyramid Limited is sold subject to Compaq's own warranty and Pyramid Limited will not be held liable for any loss, including consequential loss, howsoever arising resulting from the failure of such equipment by whatever means.

Pyramid Limited will always use its best endeavours to assist customers in having defective products Repaired or replaced under the Compaq warranty scheme.