

BURNSIDE CONDITIONS OF SALE

1. Definitions

- a. In these terms & conditions 'the company' shall mean Burnside Technology Ltd whose registered office is: Unit 1, Church Close Business Park, Todber, Sturminster Newton, Dorset DT10 1JH.England
- b. 'The customer' shall mean the person, firm, Company, or organisation purchasing or agreeing to purchase the goods from the company.
- c. 'Goods' shall mean the equipment, parts or services to be supplied by the company.

2. Prices

- a. The prices on our web site are correct at the time of publication; however they may be subject to change without notice. We will endeavour to inform the customer if there are any changes in price.
- b. Prices are payable without any deduction or offset.
- c. VAT is chargeable at the rate ruling at the date of dispatch.
- d. Delivery charges are not included in the prices quoted.

3. Payment

- a. Is normally required to be paid either by making a bank transfer against a pro forma issued and sent to the customer by the company. On special request we accept a cheque. For customers on account payment is to be paid by bank transfer to the terms agreed.
- b. The company reserves the right not to give a credit account, and will process orders in line with due diligence. The directors of the company have the ultimate decision.
- c. The company reserves the right to dispatch goods for any customer with an overdue account.
- d. The company reserves the right to charge interest on overdue balances and will set the rate of interest at the base rate + 2.5% per month until payment is made and without prejudice to any other rights available to the company in order to receive payment.

4. Standard Carriage

Except when otherwise stated or advised to the customer a standard delivery charge will apply to all orders. A copy of the company's delivery charges is available upon request.

5. Order Cancellation

- a. The Company reserves the right to refuse the return of any goods ordered in error. Such errors must be notified to the Company within 7 days of receipt of goods.
- b. No reasonable request to cancel an order will be refused by the company.
- c. Goods of a specialist nature ordered by a customer cannot be cancelled without written consent by a company director. Likewise, if deposits have been paid for specialised equipment that the Company has had to buy, the company reserves the right to refuse cancellation of the order.
- d. The company reserves the right to charge a handling fee of up to 25% of the invoice amount if the goods have already been dispatched before cancellation is received by the company, and for repackaging of those goods ordered in error.
- e. It is the responsibility of the customer to ensure the safe return of goods to the company at the customer's expense.
- f. All OEM or own branded goods are automatically considered non-cancellable and non-returnable unless there is a manufacturers defect, which is acknowledged and agreed by the Company. In this case the company will take back the goods and either remedy the fault or supply a credit equal to the invoice value of the goods.

6. Returns

- a. The Customer is required to inspect the goods on receipt and to notify the company of any defects or complaints within 7 days.
- b. Any goods returned must be in exactly the same packaging and condition as when they were despatched, i.e. in original and complete packaging, with all insertions and parts. Failure to do so may result in the goods being returned to the customer and the grounds for refunding the goods being void.
- c. In the event of receiving faulty equipment, please call the sales or customer services number and request a RMA (Returns Materials Authorisation) number. This will then be issued and the goods can then be returned. Ensure that paperwork with the goods includes the RMA number on the outside of the

parcel, as well as stating your name, telephone number, fault details and proof of purchasing.

d. Faulty goods ideally should be returned in original packaging, failing that, alternative protective packaging should be used to prevent further damage.

7. Warranties

a. The Company offer a full 12-month 'return to base' warranty on all products (excluding consumable products e.g. batteries). In some cases this warranty is extended to 24 months but this must be agreed by the company first and in writing and will be product specific.

b. The warranty commences from the date of arrival with the customer.

c. In the case of new products, if the manufacturer offers a different warranty period, or different terms, the manufacturer's warranty will take precedence.

d. Manufacturers may offer an extended warranty period to customers who purchase new products. The Company will take no further part in arranging such warranties and the customer must take any issues to the manufacturers directly. The customer can obtain full details on each individual item upon request, to the company.

e. Any misuse or abuse of goods by the customer will invalidate the warranty.

f. Except in pre-arranged circumstances, the Company warranty is not valid outside the United Kingdom.

g. Your statutory rights are not affected.

h. Should the goods prove not to be faulty after examination and testing in our workshop, then return postage will be payable by the customer.

i. The company reserves the right to repair replace or credit faulty items at its discretion.

j. It is the responsibility of the customer to ensure the safe return of goods to the company at the customer's expense.

k. Advance replacement goods will only be despatched with the agreement of a company director and in which case condition 7j will apply.

8. Evaluation Goods

The company may agree at the customer's request to supply goods on a 14-day sale or return basis. If the goods are not returned to the company within 21 days from the date of dispatch and after request to do so from the company, then the company reserves the right to invoice the goods for immediate payment. In the event of the customer wishing to return the goods, condition 7j will apply. The goods must also be returned to the company in their original condition including all packaging, manuals etc.

9. Title

a. The company remains the owner of all goods supplied to the customer until such time payment has been received in full.

b. If the goods have been resold, the company's beneficial entitlement shall be attached to the proceeds of the resale and the company will claim the full purchase price of the proceeds received.

c. The company may for the purpose of recovering its goods enter upon any premises where they are stored and repossess the goods.

d. It is the customer's responsibility to ensure that all goods purchased from the company are fully insured against any eventuality including, but not limited to, fire, theft and flooding until such time that goods are paid for in full.

10. Force Majeure

The company shall not be liable to the customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation strikes, lock-outs, industrial disputes, failure or power supply delays caused by British Telecommunications PLC or any other person, firm or company delays caused by any manufacture of goods, riots, civil disturbances, war or war-like activity, embargoes, fire explosion, flood or natural causes) and in such event the company may elect by written notice to cancel any agreement with the customer or elect that the time for performance shall be extended until such time as the company can reasonably effect performance.

11. Copyright

No part of the Burnside web site may be reproduced or transmitted in any form or by any means, or stored in any form of retrieval system of any nature without the written permission of a company director. Action will be taken against any person or company breaking this copyright.

12. Disclaimer

Whilst every effort is made to ensure all details and information contained within this web site are correct the company cannot be held responsible for any omissions or errors that may occur. E &OE.

13. Law and Justification

- a. When, on selling goods, the customer must comply at all times with all the applicable laws and regulations.
- b. These terms and conditions shall be governed and construed in accordance with English Law. In the event that by reason of court rules any action brought by the company against the customer is transferred to a court other than the North Dorset Courts, the customer irrevocably consents to the transfer of such action back to the courts at North Dorset area with in the United Kingdom.

14. Publication Disclaimer

Every effort has been made to ensure that the illustrations and specifications of each product and service depicted within this web site are correct at the time of going to press.

15. Product Disclaimer

The Company cannot be held responsible for any discrepancies that may occur within the specifications depicted within this web site. Certain manufacturers reserve the right to alter their specifications without notice. The Company cannot be held responsible for any damages incurred as a result of inconsistencies within the specifications.