

Easy-Care PC Services

Supply of Goods - Standard Terms and Conditions

1. Definitions.
 - a. "ECPC Services" means Easy-Care Personal Computer Services, whose address is 12 Bramble Croft, Sutton-in-Ashfield Nottinghamshire NG17 1HJ.
 - b. "The Customer" means the person, company, organisation or other entity placing any written or verbal order with ECPC. Where the Customer consists of more than one person, the obligations of those persons in respect of the Agreement shall be joint and several.
 - c. "Goods" means any goods, supplies, consumables, hardware or software supplied to the Customer by ECPC Services.
 - d. "Communication" or "Communicated" means any written or verbal contact between the Customer and ECPC Services.

2. Terms and Conditions
 - a. These Terms and Conditions form a contract between ECPC Services and the Customer.
 - b. These Terms and Conditions are deemed to have been accepted and agreed by the Customer once the Customer places an order with ECPC Services.
 - c. These Terms and Conditions may not be varied, other than with the written agreement of ECPC Services.
 - d. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by ECPC Services to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

3. Quotations and Estimates
 - a. Any estimate provided by ECPC Services to the Customer shall be an estimate only and shall not form a contract to sell or supply goods or services at the estimated price.
 - b. No contract shall be in force until the Customer has accepted any quotation or estimate from ECPC Services, and ECPC Services has agreed to supply the goods or services.
 - c. Estimates and quotations are valid for 30 days from the date supplied, unless otherwise stated on the estimate or quotation.
 - d. Unless specified estimates and/or quotations are exclusive of VAT.

4. Credit Terms
 - a. Invoices shall be payable immediately, unless credit terms have been agreed previous to the supply of goods or services.
 - b. Where credit terms have been offered the Customer must pay all invoices to ECPC Services within 30 days of the invoice date.
 - c. The Customer may make application to ECPC Services for credit terms, further to which ECPC Services may take up credit references on the Customer.
 - d. Credit terms, where offered, are at the discretion of ECPC Services and may be revoked at any time by ECPC Services.
 - e. In the event of any credit terms being revoked all outstanding invoices shall become payable immediately.

5. Payment Terms

- a. Overdue invoices may, at the discretion of ECPC Services, attract an administration fee of £50.00 (+ VAT)
- b. Without prejudice to the right to recover payment of such invoices in full, overdue invoices shall also attract interest payable at 4% over the daily base rate of the Bank of England
- c. Time shall be of the essence in relation to payments by the Customer to ECPC Services under the Agreement.
- d. Cheques should be made payable to RK Nuttall.

6. Delivery of Goods

- a. Delivery of any Goods shall be at the time and date and in the manner specified by ECPC Services or as otherwise agreed with the Customer.
- b. Time of delivery shall not be of the essence. Stated delivery times are an estimate only and, subject to the other provisions of the Agreement, ECPC Services will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods nor will any delay entitle the Customer to terminate or rescind the Agreement to purchase the Goods

7. Title of Goods

- a. Title to the Goods shall remain with ECPC Services until any and all sums due or payable by the Customer to ECPC Services, under any agreement or under any other contract between the Customer and ECPC Services is made in full and cleared funds.
- b. Until such Title and Ownership of any goods supplied has passed to the Customer, the Customer shall allow any authorised representative of ECPC Services access to inspect or remove the goods, and any other goods whose Title and Ownership remains with ECPC Services, at any time.

8. Risk

- a. Risk will pass to the Customer for all goods supplied by ECPC Services to the Customer upon delivery or collection of the goods.
- b. The Customer will ensure that all goods supplied to the Customer are kept in good condition and are fully insured until Title for such goods has passed to the Customer.
- c. Risk in any goods, materials or items of equipment supplied by the Customer to ECPC Services shall remain with the Customer at all times.

9. Warranties

Unless offered in writing there are no warranties or guarantees offered with any goods supplied, except where covered by statutory rights.

10. Liability

ECPC Services will not be held liable for any damages or losses suffered by the Customer, howsoever caused, through the supply of goods and services by ECPC Services, except in the case of personal injury or death arising from the direct actions of ECPC Services.

11. Enforceability

- a. This Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.
- b. If any part of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remainder of the Agreement