



# Hardware Terms



## 1. Definitions

- 1.1. The term "seller" means Rugged and Mobile Ltd.
- 1.2. The term "buyer" means any person who accepts a quotation for goods by the seller or whose order for goods is accepted by the seller.
- 1.3. "Goods" means any goods which the seller is to supply to the buyer.
- 1.4. "Conditions" means the terms and conditions set out herein and any special or additional conditions agreed in writing by the seller.
- 1.5. "Writing" includes by mail, facsimile transmission or email.

## 2. Conditions

- 2.1. These conditions apply to all contracts for sale of goods by the seller to the buyer and shall be deemed to supersede and exclude all other terms and conditions including any which the buyer may seek to apply under any purchase order, confirmation of order, or similar document.
- 2.2. No variation or addition to these terms and conditions shall be effective unless agreed in writing by a duly authorised officer of the seller.
- 2.3. No employee or agent of the seller is authorised to make any representations concerning goods on the seller's behalf unless such representations are confirmed in writing by the seller and any representations made without the written confirmation of the seller may not be relied upon in connection with any contract.
- 2.4. Until despatch of goods by the seller of goods to the buyer or the buyer's acceptance in writing of any quotation of the seller (whichever shall first occur) no contract for the sale of goods shall arise.
- 2.5. The seller shall be at liberty to correct without any liability on the seller's part and without prior notification any error or omission in any sales literature, price list, acceptance of offer, quotation, invoice, or other document issued by the seller.
- 2.6. On the buyer accepting delivery of the goods such acceptance shall be deemed as acceptance of these conditions.

## 3. Prices

- 3.1. The price for the goods shall be that on the seller's current price list unless otherwise agreed in writing by the seller.
- 3.2. All prices are exclusive of VAT and charges for postage, packaging and carriage, all of which shall be paid in addition.

## 4. Telephoned Orders

- 4.1. The buyer agrees to send the seller a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by the company otherwise the company cannot accept liability for any duplication of any duplication that may incur.

## 5. Payment Terms

- 5.1. Where credit is granted, unless otherwise agreed in writing, all sums payable in respect of any goods or services provided must be paid without deductions within 14 days from the date of the invoice.

5.2. Failure to pay by the due date shall entitle the seller to suspend delivery of all unexecuted or future orders. The time for payment of the price of the Products shall be of the essence.

5.3. The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and to take legal action to recover the debt and costs.

5.4. If payment is not made in accordance with this condition, the seller reserves the right to charge statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which payment is made including any period after the date of any judgement or decree against the Customer. In addition each overdue invoice will attract a late payment compensation fee of £60.

5.5. In the event of any cheques, standing orders or direct debits due from a Customer to the Seller being dishonoured, a charge of £45 (or such other sum as the Seller may from time to time advise the Customer) will be made on the Customer's account to cover bank and administrative costs.

5.6. The Seller reserves the right in its absolute discretion to refuse to grant credit.

5.7. The Seller may, at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Seller to the Customer.

## 6. Late payment

6.1. Statutory interest, as defined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended & supplemented by the Late Payment of Commercial Debts Regulations 2002, will be charged on any invoice that becomes overdue for the period it is overdue and unpaid.

6.2. The Seller reserves the right to charge a further late payment fee for any invoice that becomes overdue.

6.3. The Seller reserves the right to charge the Customer for time and costs, Where extra work is required by the Seller to recover funds, such as sending legal letters, logging CCJ's and any other activity deemed to be extra work required to recover debts.

## 7. Interest On Overdue Invoices

7.1. If any invoice shall become overdue for payment interest shall be payable at 2% per annum above HSBC's base rate from time to time from the date the payment became due under the invoice until the date of payment. Such interest shall accrue both before and after any judgement.

## 8. Delivery

8.1. The seller will take all reasonable steps to keep to any estimated delivery date but time shall not be of the essence. The seller shall not be liable for any losses consequential or otherwise arising directly or indirectly out of any failure to meet an estimated delivery date. The seller reserves the right to make delivery in advance of the quoted delivery date on giving reasonable notice to the buyer.

8.2. Unless otherwise agreed in writing deliveries may take place at the buyer's premises up until 6.00 p.m. on the date of delivery. In the event of the buyer not accepting delivery on the delivery date the first attempt at delivery is to be considered as the delivery date for the purpose of invoicing.

8.3. The seller shall make delivery of the goods to the buyer's address and the buyer shall make arrangements to take delivery of the goods at that address upon the same being tendered for delivery.

8.4. The method of despatch of all goods shall be at the seller's absolute discretion.

## 9. Ownership and Risk

9.1. Upon delivery of the goods to the buyer or upon the goods being retained at the seller's premises at the buyer's request the risk in the goods shall pass to the buyer.

9.2. Title to the goods shall remain vested in the seller until the invoice for the goods has been paid in full.

9.3. The buyer shall hold the goods as the seller's fiduciary agent and bailee until such time as title to the goods passes to the buyer and shall keep the goods properly stored and protected and insured and identified as the seller's property.

9.4. Whilst the purchase price for any goods delivered to the buyer shall remain overdue for payment either wholly or in part without prejudice to any of its other rights the seller may recover and/or resell the goods or any of them and may enter on the buyer's premises by its servants or agents to recover the

goods and shall be entitled to recover from the buyer any costs incurred in connection with such recovery.

**9.5.** Until payment for any goods has been made in full the buyer shall not pledge, charge by way of security or in any other way encumbers the goods which remain the property of the seller.

**9.6.** Raptor does not accept responsibility for the loss or damage of the goods whilst in transit unless written notice is given by the customer of a claim to the company and to the carrier.

**I.** Notice shall be received, in case of damage, by the company within three days of goods received by the customer,

**II.** Notice shall be received where goods are lost or shortage within three days of the date of invoice.

**9.7.** The buyer is required to sign a copy of the seller's carrier's manifest as an acknowledgement of receipt of goods delivered.

**9.8.** The buyer should inspect goods before signing seller's carrier's manifest, otherwise signature shall be deemed as acceptance by the buyer of goods received in good condition.

## **10. Warranties**

**10.1.** The seller warrants to the buyer that the goods delivered will correspond with the description given by the seller to the buyer and such warranty is given subject to the following conditions:

**10.2.** The seller accepts no liability for any defect arising on errors or omissions in any drawing specification or design supplied by the buyer to the seller.

**10.3.** The seller will accept no responsibility for any defect in the goods arising from wilful damage, neglect, failure to follow manufacturer's instructions, abnormal working conditions or abuse or alteration or repair during the manufacturer's warranty period without the seller's written approval.

**10.4.** The seller's warranty shall not come into force unless the invoice for the goods was paid by the due date.

**10.5.** The benefit of any warranty or guarantee given by the manufacturer of the goods will be passed to the buyer on delivery of the goods to the buyer.

**10.6.** Save as provided in these conditions and save and except where the buyer is dealing as a consumer all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the extent permitted by law.

**10.7.** Save in respect of death or personal injury caused by the seller's negligence the seller shall not be responsible for any incompatibility of use issues or held liable to the buyer by reason of any representation or any implied warranty, condition or other term or any duty of common law for any direct or indirect special or consequential loss or damage expenses or other claims for compensation whatsoever whether caused by negligence of the seller, its employees or agents or otherwise which arise out of or in connection with the supply of goods or their use or resale by the buyer of whatsoever nature.

**10.8.** Any liability of the seller in connection with claims made under the contract shall not exceed the price of the goods unless otherwise specifically agreed in writing by the seller.

## **11. Cancellation of Contract/Return of Goods/Replacement of Defective Goods/ Restocking**

**11.1.** Once goods have been delivered, under no circumstance must good be returned to the seller unless written permission in advance has been given to do so. Returned goods shall conform to the following conditions:

**(a)** Returned in a new and unopened condition in the original packaging supplied. All accessories must also be returned in their original packaging. Software packages must have the software seal still intact when returned to the seller. If these conditions of returned items are not met, the seller reserves the right to reject the goods.

**(b)** Returned with the original packaging supplied, which shall remain unbroken and in a reasonable condition, unless goods have been installed by the seller and so this shall not be required.

**(c)** If in the opinion of the seller, damage has to the goods has been cause through transportation from the buyer to the seller, the buyer will remain liable for the full cost of goods and any cost incurred in remedying any damage at the sellers digression.

**(d)** Goods shall be returned within 14 days of delivery by the seller, and all other transport, delivery and packaging costs, of whatever nature shall be paid by the customer.

(e) All goods returned to the seller shall be accompanied by a written record of the invoice number supplied, date and notice of the reason the goods are being returned. The buyer must obtain a goods return number from the seller, which must be clearly marked on each parcel to be returned.

(f) If seller agrees to accept returned goods (unless goods are being returned because of defect) the seller reserves the right to charge the buyer a handling and restocking fee of 25%.

**11.2.** Any defect encountered by the buyer in goods delivered must be noted to the seller within seven days of delivery. In the event that delivery is not refused and the buyer fails to notify the seller within the time stated no rejection of the goods will be accepted and the full purchase price shall be payable by the buyer.

**11.3.** In the event that any valid claim is notified to the seller based on the goods delivered under the contract being defective the seller shall at their discretion be entitled to replace the goods free of charge or refund the buyer the price of the goods and the seller shall have no further liability to the buyer.

**11.4.** The buyer shall retain the goods in respect of which allegation of defect is made together with the original manufacturer's packaging for a reasonable time to enable the seller or its agent to inspect the goods or to arrange for the goods to be collected from the buyer if the seller would so require.

**11.5.** Unless otherwise agreed in writing by the seller no credit for return goods will be given in the case of goods returned other than by reason of defect.

**11.6.** Where credit has been agreed by the Seller, it is valid for a maximum of 90 days.

**11.7.** Goods ordered by the buyer other than those included in the seller's sales catalogue will not be accepted for return save where specifically agreed in writing by the seller.

## **12. Force Majeure**

**12.1.** The seller shall not be liable to the buyer or held to be in breach of the contract by reason of any delay in performing or failure to perform any of the seller's obligations in respect of the goods if such delay or failure was due to any cause beyond the seller's reasonable control.

**12.2** With further respect to 12.1 above, the seller shall not be liable to the buyer or held to be in breach of the contract by reason of any delay in performing any of the seller's obligations in respect of the goods if such delay was due to an epidemic, pandemic or specifically Covid-19 related.

## **13. Insolvency of Buyer**

**13.1.** This clause applies if:

(a) The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

(b) An encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer; or

(c) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

**13.2.** If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **14. Drawings, PDFs and Descriptions, etc.**

**14.1.** All drawings, descriptive weights, dimensions and illustrations that are contained in the sales literature are deemed owned by Raptor.

**14.2.** Under no circumstances shall images, illustrations, PDFs etc be removed from the website for a professional and commercial purpose without written consent from the company. Nothing in the contract shall be seen as giving the customer intellectual rights or licence or any other rights to use any of the intellectual property rights of the company.

**14.3.** Nothing in the contract shall be deemed as transfer intellectual property rights in the goods and/or the provision of the services to the customer or any third party.

## **15. Subcontracting**

**15.1.** The company reserves the right to sub-contract any part of any work or supply of any goods or

services.

## **16. Construction and Use**

**16.1.** The company shall not be responsible for adapting and modifying any goods to conform to statutory requirements not current at the time of the acceptance of order.

## **17. Notices**

**17.1.** Any notice required to be given by the buyer to the seller shall be in writing addressed to the seller at his registered office or principle place of business and shall be delivered personally or sent by first class pre-paid recorded delivery mail.

## **18. Jurisdiction**

**18.1.** The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputed arising in connection with the agreement.

## **19. Quotes**

**19.1.** All quotes are valid for 7 days, Raptor reserves the right to cancel or any quote at any time.

**19.2.** In the case of special pricing or project based quotes are provided, Raptor will advise in writing of any quote period. Where Raptor does not advise on a quote, then the default quote validity period is 7 days.

**19.3.** Raptor reserves the right to re-quote at any time. The latest quote sent out will be valid, any quotes sent out earlier will be deemed as invalid.