

G-Cloud 14

**Terms and
conditions of
Sale**

Framework reference: RM1557.14



Akhter Computers Limited

Terms and Conditions of Sale

These Terms and Conditions of Sale are a contract between Akhter Computers Ltd (Akhter) and you the Buyer (Buyer), for products and services of Akhter, and that such agreement is in effect at the time that an order has been accepted by the Buyer.

Akhter Computers Ltd is registered in England and Wales (Company Number 02253061) having a principal place of business is 1-3 Marshgate Business Centre, Harlow Business Park, Parkway, Harlow, Essex CM18 7PN, United Kingdom.

1. Definitions

“Buyer” means the person or company whose order for the Goods or Services is accepted by the Seller.

“Conditions” means the standard terms and conditions of sale set out in this document including any specific terms that have been agreed in writing by both the Buyer and the Seller.

“Confidential Information” means proprietary and confidential information used in connection with these Terms and Conditions of Sale. Such information may include, but is not limited to, know how, trade secrets, inventions, techniques, processes, programs, software source, data customer lists, financial information, sales and marketing plans, or information which the receiving party knows or has reason to know is confidential information of the disclosing party.

“Contract” means Standard Terms and Conditions of supply for the purchase and sale of goods and services governed by these conditions which may be varied in writing if in agreement by both the Buyer and the Seller.

“Custom Build Projects” means bespoke non- cancellable and non-refundable products which the Buyer has authorised as an order through the seller.

“Documentation” means user manuals, training materials, product descriptions, technical manuals, licence agreements, support materials in relation to the product and services offered by the Seller.

“Effective Date” means the date these Standard Terms and Conditions are electronically accepted, either by signed hard copy or electronically approved by the Buyer. In the absence of any other agreement between the Buyer and the Seller then these Standard terms and Conditions of Sale shall be effective from the date the order is placed with the seller by the Buyer.

“Price List” means the current price list published by the Seller to which each order is issued by the Seller.

“Products” means individually or collectively as appropriate, Hardware, Software and listed on the current Price List.

“Purchase Order” means a written or electronic order to the Seller for Products or Services to be provided by the Seller under these Standard Terms and Conditions.

“Services” means any maintenance, technical support, training or installation services performed by the seller.

2. Scope

These Standard Terms and Conditions set forth the Terms and Conditions by which the Buyer can purchase Products and Services from the Seller.

The Buyer should review the Conditions prior to placing a Purchase Order with the Seller and the Conditions may be modified or updated from time to time. The version of the Conditions held on the Sellers website at the time of the Purchase Order effective date will apply to the Purchase Order unless otherwise agreed in writing by authorised signatures of both the Buyer and Seller.

Any advice provided to the Buyer by the Seller in relation to the Products and Services is followed and acted upon entirely at the Buyer’s own risk. The Seller shall not be liable for any such advice or recommendation provided at the request of the Buyer.

The Buyer shall not resell to, or otherwise transfer title to, any Product, to any end user, or third party, including any reseller, without approved reseller distribution rights or certification.

3. Price

The Price for Products or Services shall be specified in the Seller’s current Price List, less any agreed discount granted by the Seller at the time of the acceptance of the Purchase Order or in accordance with an agreed, applicable valid and accepted written quotation.

The Seller reserves the right by providing notice to the Buyer at any time before despatch, to increase the Price of Products or Services to reflect any Price increase in the cost to the Seller, where the increase is beyond the control of the Seller. This would include (but is not limited to) foreign exchange rate fluctuations, any tax liabilities, significant increases in costs of materials, labour or other manufacturing costs, delivery charges where the increase is due to change in delivery dates.

Any quotation of Price is exclusive of Value Added Tax, duties, transport costs, including freight, handling and shipping charges, packaging and insurance costs, which the Buyer will be liable to pay.

4. Orders

The Buyer shall purchase the Products or Services by issuing a Purchase Order signed and sent by an authorised representative.

The Purchase Order shall indicate specific Product and Services to be ordered, including Buyer Item numbers, quantity, unit price, total purchase price, shipping and delivery instructions, requested delivery dates, bill to and deliver to addresses and contract or quotation reference number, if applicable.

There will be no contingency contained on any Purchase Order that is binding upon the Seller.

The Terms and Conditions of Sale will apply to any Purchase Order sent to the Seller, this is regardless of any other correspondence or documentation submitted by the Buyer to the Seller.

The Seller will use reasonable efforts to acknowledge the information on the Purchase Order in writing or electronically within 7 business days of receipt of the Purchase Order.

The Purchase order will be subject to credit approval by the Seller.

The Customer Service Team of the Seller will review, accept or decline any Purchase Orders for the supply of Products or Services. No other person or company is authorised to accept Purchase Orders on behalf of the Seller.

Any cancelled Purchase Orders, rescheduled delivery dates, or Product/Service configuration changes requested by the Buyer may occur 2 working days prior to the delivery date provided that the Seller accepts and approves the amendments in writing or via electronic methods.

Any amendments by the Buyer to the Purchase Order, if accepted by the Seller where there are losses generated as a result of the change, will be indemnified by the Buyer.

The Buyer Terms and Conditions (including any authorised amendments), shall always prevail over the Buyer's Terms and Conditions or purchase. Acceptance of the Buyer's order is not acceptance of the Buyers Terms and Conditions.

5. Transit Loss & Damage

Where Products are to be shipped to the Seller, the Seller shall assume responsibility for compliance with applicable export laws and regulations including the preparation and approval and filing of appropriate export documentation required for clearance of the goods overseas.

The Buyer shall pay the delivery, shipping, freight, insurance and handling charges subsequent to delivery, in addition to the purchase price for the Products.

The seller shall not be liable for any loss, damage or penalty for delay in delivery or failure to give notice of delay.

The title and risk of loss shall transfer from the Seller to the Buyer at the point of delivery.

6. Terms of Payment

The Seller will be entitled to invoice the Buyer for the Price of Products and Services, on or at any time after accepted orders are ready for despatch.

Unless account credit facilities have been approved, all orders are on a "Cash with Order" basis. Full payment will be required prior to order despatch and subject to confirmation of clearance of funds by the Buyer's Bank.

In the event that credit facilities are approved and provided by the Seller, the Buyer should notify the Seller immediately of any material change to its financial situation, company structure or value of assets which may affect any outstanding or future Purchase Orders.

The Buyer (where credit facilities have been approved by the Seller), shall pay the Price of the Goods within 30 Days of the date of the Seller's invoice, irrespective of the delivery date of the Products and Services and whether delivery has taken place, in that the Goods have been transferred to the Buyer. The time of payment of the Price shall be the essence of the Contract.

The Seller retains a general lien on any Products in the Buyer's possession for any unpaid balance the Buyer owes to the seller. The Seller shall be entitled to sell such Products in the event that payment is not made in full within 28 days of notice given to the Buyer by the Seller of its exercise of the lien. The proceeds of the sale may be taken by the Seller and used to offset monies owed to it by the Buyer.

If the Buyer fails to make the payment on the specified due date stated on the Seller's invoice, the Seller shall be entitled to;

- i) Cancel the contract and Purchase Order for the Product and Services and suspend further deliveries to the Buyer.

- ii) Demand payment of all outstanding balances whether or not due and cancel any outstanding Purchase Order from the Buyer.
- iii) Charge the Buyer interest at 2% per annum above the Bank of England base rate on the amount unpaid, until full payment is made.
- iv) Appropriate any payment made by the Buyer to any outstanding old balance as the Seller may think sensible.
- v) The Seller reserves the right to charge an administration fee on credit card transactions or where a payment is overdue to the Buyer.
- vi) The Buyer must notify the Seller in writing, or electronically of any errors on the invoice within 14 working days of the date of the invoice. Failure to do this by the Buyer will result in the seller assuming the Buyer's acceptance of the invoice value in full.
- vii) The Buyer's credit limit may be amended at any time without the seller giving notice to the Buyer. If the credit limit is withdrawn by the Seller, all outstanding invoices will become immediately payable by the Buyer.
- viii) The Buyer shall pay all amounts due as specified under the Purchase Order and Invoice without any set-off, deduction or counterclaim. The exception would be as a result of any deduction or withholding required by law.
- ix) If products or services are to be delivered in instalments, the Seller shall be entitled to invoice each instalment upon dispatch excluding transactions where the Buyer's Purchase Order would not be subject to a credit facility and therefore payment up front would be requested in full.
- x) Payment for Products and Services will be invoiced in GB pounds sterling and should be paid in this currency unless otherwise agreed in writing or electronically and approved by the Seller.

7. Warranties

Any defective Products that are under normal operation or service will be repaired or replaced in accordance with the warranty terms of cover stipulated by the manufacturers of the Products, provided that no unauthorised modifications to the Product have taken place.

The Seller is not responsible or liable for the cost of labour or expenses incurred in the repairing or replacing the defective items or parts.

The Seller's obligation in the event of a "Defective Product on Arrival", which can be attributed to the original manufacturer of the Product, which have been purchased by the Seller, shall be passed to the Buyer. The Buyer should be afforded those rights by the manufacturer (or those of their Third-Party Representatives or Service Agents) to exchange or replace the faulty items or parts for new within the "Defective Product on Arrival period".

The Buyer shall not be liable for any damaged Products in transit (as referred to in clause 5 of this agreement).

Where the Seller has been authorised by the manufacturer to replace faulty parts or items within the “Defective Product on Arrival” period, the Buyer must obtain a “Returns Reference” number from the seller.

Under these Terms and Conditions of Sale, the Buyer agrees to deal directly with the Manufacturer (or their Third-party Representatives or service Agents) to resolve the matter of the defective parts as detailed in the manufacturer’s terms and conditions.

The Seller accepts no liability whatsoever for any goods not authorised for return and also which may be returned by the Buyer in error.

The Seller, where available will provide the Buyer with the details of the manufacturers’ warranty guidelines along with copies of any relevant product information sheets, technical data sheets, and product leaflets as issued by the manufacturer in any format that they so provide.

The Sellers liability shall be to the exclusion of all other liability to the Buyer for defect in Products or for any loss or damage to the Products, it grants no warranties for fitness of purpose, performance, use or quality of the goods whether it is implied, by statute or common law or otherwise.

Except as specifically stated in the Terms of Conditions of sale the Seller disclaims and excludes all other warranties, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose or arising from a previous course of dealing, usage or trade practice.

On receipt of the Product, where a genuine fault exists, the Seller shall in the event of the Price already paid by the Buyer to the Seller, relieve the Buyer of all obligation to pay the sum by issuing a credit note in favor of the Buyer within 28 days of receipt of the Product, or earlier at its discretion. The Buyer should not withhold payment or offset payment of any monies owed to the Seller as set out in clause 6.

If in the event that a Product has been returned to the Seller and the Product has been tested and deemed to be “No Fault Found” the claim will be rejected by Seller and no credit note will be issued.

If the Product is to be returned to the Seller, it is the responsibility of the Buyer to properly package the Product in the original undefaced manufacturers packaging, protected and suitable for transportation.

The Seller makes no representation, guarantee or warranty about any Third-Party provider.

8. Risk and Delivery

Risk relating to the product shall pass to the Buyer at the time the Product is delivered to the agreed address according to the Purchase Order, Contract or when the goods are available for collection by the Buyer from the Seller.

Scheduled delivery dates will be assigned by the Seller as close as is practicable (based upon current lead times, for the Product or Service) to the Buyer requested date, as defined on the Purchase Order.

Any dates or times quoted for delivery of Products are expected dates and times only and the Seller shall not be liable for any delay in delivery however caused. It is agreed that time for delivery shall not be of the essence unless agreed previously in writing by the Seller to the Buyer.

The Buyer must make all arrangements necessary for the Buyer to take delivery of the Products when the seller delivers them including the provision of labour and suitable unloading.

Any subsequent claims or damages, loss or injury shall not involve the Seller.

The Seller shall be entitled to assume that any person who reasonably appears and claims to have authority in accepting delivery and signs a delivery note in respect of the product on behalf of the Buyer does have authority to do so.

If the Buyer does not accept delivery, or fails to take delivery of the Products, on the date or time stated by the Buyer, or the Seller is unable to deliver or is delivery is delayed, due to the Buyer actions or omissions, then the seller may charge the Buyer who will be liable to pay the Seller for all the costs incurred.

At the time of delivery, the Buyer must check that the quantity of Products matches the quantity detailed on the "Proof of Delivery" note and that the external packaging is in good condition and has not been tampered with or damaged.

Where external damage is apparent at the time of delivery the Buyer must either refuse the Products delivered or annotate the Proof of Delivery with the word "Damaged". Failure to comply with this clause shall void the Sellers liability to either replace or issue a credit note at the Price paid by the Buyer for such damaged goods.

The Buyer must notify the Seller of any over shipments/over deliveries no later than 5 working days from the date of the delivery and agrees that failure to do so shall be deemed as acceptance of the Product delivered and an invoice will be issued.

The buyer must notify the seller of any under shipments or under delivered Products by no later than 5 working days from the date of delivery and agrees that failure to do so shall be deemed to be receipt of all Products delivered on the delivery note.

It is the Buyers responsibility to notify the Seller of any incorrect Products supplied within 5 working days of delivery. If the Products delivered are not what the Buyer has ordered, the Buyer must not deface the manufacturers packaging or use the Products. The Buyer agrees that failure to adhere to the conditions shall be deemed as acceptance of the product delivered and any and all monies owed relating to the Product shall be due from the Buyer to the seller.

A signed "Proof of Delivery" note, by or on behalf of, the Buyer shall be conclusive evidence of delivery and that it was received in good order and condition, except these items which have been marked as "damage" on the "proof of Delivery".

9. Specification of Products

All drawings, specifications, description, illustrations and advertising issued by the Seller =, or contained I the seller's literature, either in written or electronic format via our web site are issued or published with the sole purpose of providing the Buyer with an idea of our Products. Every effort has been taken by the seller to ensure that the information is up to date and accurate and the information regarding the specific Product is correct. Sometimes the information may be incomplete or out of date and may not be a true representation and could be subject to change without notice.

The Seller shall not be liable in respect of any loss caused by a variation in the manufacturer's specifications or technical data regarding the Product, or cessation of supply of the Product.

The Seller will take reasonable care to advise the Buyer of any impending variation by the manufacturer as soon as the seller receives the information regarding the specific Product.

Unless otherwise agreed the Seller supplies the Products in accordance with the manufacturer's standard specifications.

The Seller reserves the right to increase its listed Prices or to charge accordingly for any orders accepted for Products where they are of non-standard specifications, as defined by the Buyer or any special orders and will not accept cancellation of such orders or the return of such orders.

10. Confidentiality

The Buyer and the Seller acknowledge that they may each obtain Confidential Information in connection with the Terms and Conditions of Sales and their relationship. The receiving party should at all times keep in trust and confidence all such Confidential Information and may use such Confidential Information solely for the purpose of furtherance of the business relationship between the parties as provided in these Terms and Conditions of sale.

The Seller shall be authorised to disclose the Buyer's Confidential Information to employees or contractors of the Seller who may have a legitimate business need to have access to such information.

On termination or expiration of these Terms and Conditions of Sale the receiving party shall if requested, immediately cease use of and return to the disclosing party or destroy Confidential Information in the receiving party's possession, custody or control, provided that the receiving party may keep archive copies for regulatory purposes and to enforce its rights and subject to obligations of Confidentiality herein.

This clause does not apply to any information that has entered the public domain except;

- i) where such entry is the result of the receiving party's breach of these Terms of Condition of Sale rightfully in the receiving party's possession prior to disclosure under these Terms and Conditions of Sale
- ii) is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

The receiving party will be authorised to disclose Confidential Information as may be required by applicable law pursuant to a valid court order or government agency or relevant regulatory authority provided that the receiving party provides prior written notice to the disclosing party of its obligation and the opportunity to oppose such disclosure.

Neither party shall disclose information in relation to these Terms and Conditions of Sale without prior written consent of the other party.

The Buyer, shall be responsible for keeping secret and confidential all information (known as "Know-How") supplied by the Seller which is of a Confidential nature, provided that the Seller, shall first give notice in writing to the Buyer before supplying it.

11. Termination

These Terms and Conditions of Sale shall commence on the effective date or date of the initial Purchase Order contract and will continue thereafter until; terminated.

Either party may terminate these Terms and Condition of Sale at any time by providing the other party with at least 45day prior written notice. Of termination.

Either Party may terminate these Terms and Conditions of Sale immediately, by written notice, if;

- i) the other party ceases or threatens to cease to carry on business as a going concern, or
- ii) the other party becomes or is reasonable likely to become subject to voluntary or involuntary court proceedings in bankruptcy or liquidation, or
- iii) a receiver is appointed with respect to the whole or a substantial part of the other party's assets, or
- iv) a similar event to any of the above occurs under any applicable law.

If either party breaches these Terms and Conditions of Sale, the non-breaching party may terminate these Terms of Sale immediately upon provision of written notice to the breaching party. If the breach is not capable of being cured and 30 days after providing written notice to the breaching party, if the breaching party fails to cure the breach within the 30-day period.

Upon termination of these Terms and Conditions of Sale, the Seller reserves the right to cease all further delivery of the Product or Services. All outstanding invoices will immediately become due and payable and all rights and licences under these Terms of Sale shall terminate.

In the event of termination of these Terms and Conditions of Sale for any reason the Buyer shall have no rights to damages or indemnification of any nature related to such termination including commercial severance pay, whether by way of loss or future revenues or profits, expenditures for Product promotions of the Sellers Products or other commitments in connection with the business of the Seller or indemnities for any termination of the business relationship.

12. Data Protection

The Buyer and Seller agree to respecting the privacy rights of individuals. Both parties shall treat the contract and any information that may have been obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation or relating to the business or its affairs of the other as "private and confidential". Neither parties shall publish or disclose the same, nor any details thereof without prior written consent of the other.

For the purpose of verifying the Buyers financial standing the Seller reserves the right to obtain information on the Buyers creditworthiness from credit reference agencies or insurers and to report such data to them. The Buyer consents and agrees that the Seller may make such enquiries and searches and obtain such references as it considers necessary from credit reference agencies or insurers and may disclose results of those enquiries, searches and references and any information given by the Buyer to any credit reference agency or to any other Affiliate of which it is a member.

Both parties shall ensure that their employees, agents and subcontractors shall observe the requirements of the Data protection Act 2018 and any amendments or revisions thereafter in the provision and use of subject matter of the Terms of the Contract and personal data processed under it and shall comply with any request made or direction given to the other which is directly due to the requirements of the Act.

13. Bribery Act 2010

The Buyer acknowledges and understands its legal and moral obligations in accordance with the Bribery Act 2010.

The Buyer shall have an active Anti-Bribery and Corruption Policy in place which reflects its zero-tolerance approach to bribery and which has been fully trained staff who fully understand the ramifications of the Act and how it should influence their behavior in dealings with the Seller.

The Buyer understands that acceptance of the Sellers Terms and Conditions of Sale is acceptance of the Sellers own Anti-bribery Policy.

14. Force Majeure

Neither party shall be liable for any delay or failure in non-monetary performance obligations due to a Force Majeure event. The time for delivering upon the obligations and rights of the defaulting party shall be extended for a period equal to the duration of the Force Majeure event.



Contact Details

The principal point of contact for this service is:

Contract Team

Akhter Computers Ltd

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Cert No: 12355



Cert No: 3174



Cert No: 239



Cert No: 18648-ITT-001



IASME-CEP-005260

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