

## Resource Development (UK) Ltd

### Terms of Trading

1	<b>Price</b>	7.2	We give no other warranty or representation about the software, its operation or compatibility with any other software or hardware.
1.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	7.3	Third-party software is provided with the benefit of the third-party's warranty and subject to the third-party's licence agreement. You may become bound by the terms of the third-party licence when you remove the software media from its packaging. Or you may become bound by the third-party's licence agreement when you install the software.
1.2	Our quotations lapse after 30 days (unless otherwise stated).	7.4	We cannot accept the return of third-party software, under any circumstances, once you have accepted the third-party licence agreement, except in accordance with the terms of the third-party licence agreement.
1.3	The price quoted excludes delivery (unless otherwise stated).	7.5	If you choose not to accept the terms of the third-party's licence, you can return the software and goods to us for a full refund. However, you must return all items in their original packaging and in as good a condition as they were on delivery.
1.4	Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.	7.6	We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only); 7.6.1 direct financial loss; loss of profits or loss of use; and 7.6.2 indirect or consequential loss
1.5	Rates of tax and duties on the goods will be those applying at the time of delivery.	7.7	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £2 million pounds.
1.6	At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	7.8	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
2	<b>Delivery</b>	7.9	Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
2.1	All delivery times quoted are estimates only.	8	<b>Specification</b>
2.2	If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however: 2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.	8.1	If we prepare the goods in accordance with your specifications or instructions you must ensure that: 8.1.1 the specifications or instructions are accurate; 8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and 8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	8.2	We reserve the right; 8.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and 8.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.
2.4	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	9	<b>Return of goods</b>
2.5	We may decline to deliver if: 2.5.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or 2.5.2 the premises (or the access to them) are unsuitable for our vehicle.	9.1	We will accept the return of goods from you only: 9.1.1 by prior arrangement (confirmed in writing); 9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and 9.1.3 where the goods are as fit for sale on their return as they were on delivery.
3	<b>Risk</b>	10	<b>Cancellation</b>
3.1	The goods are at your risk from the time of delivery.	10.1	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.2 then apply).
3.2	Delivery takes place either: 3.2.1 at our premises (if you are collecting them or arranging carriage); or 3.2.2 at your premises or address specified by you (if we are arranging carriage).	10.2	If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
3.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within five days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	10.3	We may suspend or cancel the order, by written notice if: 10.3.1 you fail to pay us any money when due (under the order or otherwise); 10.3.2 you become insolvent; 10.3.3 you fail to honour your obligations under these terms.
4	<b>Payment terms</b>	11	<b>Waiver and variations</b>
4.1	You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.	11.1	Any waiver or variation of these terms is binding in honour only unless: 11.1.1 made (or recorded) in writing; 11.1.2 signed on behalf of each party; and 11.1.3 expressly stating an intention to vary these terms.
4.2	If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.	11.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
4.3	If you fail to pay us in full on the due date we may: 4.3.1 suspend or cancel future deliveries; 4.3.2 cancel any discount offered to you; 4.3.3 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998; a. calculated (on a daily basis) from the date of our invoice until payment; b. before and after any judgment (unless a court orders otherwise); 4.3.4 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and 4.3.5 recover (under clause 4.7) the cost of taking legal action to make you pay.	12	<b>Force majeure</b>
4.4	If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.	12.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
4.5	You do not have the right to set off any money you may claim from us against anything you may owe us.	12.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
4.6	While you owe money to us, we have a lien on any of your property in our possession.	13	<b>General</b>
4.7	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.	13.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
5	<b>Title</b>	13.2	If you are more than one person, each of you has joint and several obligations under these terms.
5.1	Until you pay all debts you may owe us: 5.1.1 all goods supplied by us remain our property; 5.1.2 you must store them so that they are clearly identifiable as our property; 5.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us; 5.1.4 you may use those goods and sell them in the ordinary course of your business, but not if: a. we revoke that right (by informing you in writing); or b. you become insolvent.	13.3	If any of these terms are unenforceable as drafted: 13.3.1 it will not affect the enforceability of any other of these terms; and 13.3.2 if it would be enforceable if amended, it will be treated as so amended.
5.2	You must inform us (in writing) immediately if you become insolvent.	13.4	We may treat you as insolvent if: 13.4.1 you are unable to pay your debts as they fall due; or 13.4.2 you (or any item of your property) become the subject of: a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); b. any application or proposal for any formal insolvency procedure; or c. any application, procedure or proposal overseas with similar effect or purpose.
5.3	If your right to use and sell the goods ends you must allow us to remove the goods.	13.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
5.4	We have your permission to enter any premises where the goods may be stored: 5.4.1 at any time, to inspect them; and 5.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	13.6	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
5.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	13.7	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
5.6	You are not our agent. You have no authority to make any contract on our behalf or in our name.	13.8	The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either: 13.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or 13.8.2 which expressly state that you may rely on them when entering into the contract.
6	<b>Warranties</b>	13.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
6.1	We warrant that the goods: 6.1.1 comply with their description; and 6.1.2 are free from material defect at the time of delivery (as long as you comply with clause 6.4).		
6.2	<b>Business customers:</b> we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.		
6.3	<b>Consumers:</b> the warranty in clause 6.1 is in addition to your statutory rights.		
6.4	If you believe that we have delivered goods which are defective in material or workmanship, you must: 6.4.1 inform us (in writing), with full details, as soon as possible; and 6.4.2 allow us to investigate (we may need access to your premises and product samples).		
6.5	If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 6.4) in full, we will (at our option) repair the goods replace the goods or refund the price.		
6.6	We will (at our option) repair or replace any goods which suffer component failure during the warranty period but you must contact us to request an RMA (Return Merchandise Authorisation) form and comply with the returns procedures detailed on the form. These should be carried out in full otherwise the return of the goods will be refused. The goods will only be authorised for return when you have received an authorisation number.		
6.7	We may charge a reasonable fee to you for our inspection of the goods but we will waive that fee if the goods are found to be faulty.		
6.8	Where the goods have been repaired or replaced under the provisions of the warranty period the warranty period shall not be extended.		
6.9	Our decision will be final as to whether or not an alleged defect occurs within the time of the warranty period or outside the warranty period.		
6.10	We do not warrant that the goods are compatible with or upgradeable to other goods whether hardware or software unless we have agreed this in writing.		
6.11	Our warranties do not apply: 6.11.1 if there has been improper use of the goods or if the goods have been modified without our written authorisation; or 6.11.2 if the goods malfunction because of abnormal environmental causes for example mains power transients or extremes of humidity of which you did not inform us when you placed your order.		
7	<b>Software</b>		
7.1	Where any third-party software is included with the goods, we warrant that: 7.1.1 The goods will be supplied with the described software. 7.1.2 The media on which the software is supplied will be fit for its purpose.		