

Conditions of Sale

Definitions

"the Supplier" shall mean Live Systems Ltd.

"the Customer" shall mean the individual, company, organisation or public body purchasing the Equipment.

"Goods" shall mean equipment, components or other services sold to the Customer by the Supplier.

"the Contract" shall mean the agreement given by the Customer to the Supplier in written or in verbal form instructing the Supplier to provide Equipment to the Customer.

1. Formation of Contract

The Contract will come into force when an order has been placed by the Customer either verbally, by email, fax or letter and accepted by the Supplier. Orders for Customers with an account should be made in writing on an official purchase order.

2. Jurisdiction and Law

The contract shall be interpreted and applied in accordance with Scottish Law and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

3. Price

The price charged for Goods will be the price ruling at the time of delivery. Where this differs from the price quoted at the time of ordering the Customer will be advised of such prior to delivery.

4. Terms of Payment

For non-account Customers, payment must be made at time of order or, if previously agreed in writing, when the Goods are delivered or collected from the Supplier's premises. Where payment is made by cheque, funds must clear into our account before goods are released.

Where account facilities have been granted to the Customer an invoice will be issued at the time of delivery/collection. All invoices must be paid within 30 days of the invoice date.

In all cases, the Supplier reserves request a deposit when the order is placed.

5. Right to Interest and Debt Recovery Costs

Where the Customer fails to pay in full an invoice within the agreed period the Supplier reserves the right to charge interest on the overdue amount. This interest will be at the rate of 6% per calendar month.

The Customer will be liable for any legal and/or other costs incurred in the recovery of any debt.

6. Risk

The Risk in the Equipment shall pass to the Customer immediately on delivery to the Customer at the address specified in the Contract or when the Customer collects the goods from the premises of the Supplier.

7. Title of Goods

Title to the Goods shall remain with the Supplier until such time as the price of the Goods has been paid in full to the Supplier.

8. Delivery

The date and time given for delivery of Goods is an estimate only. While the Supplier shall make best endeavours to ensure timely delivery of Goods shall not be held liable for delays in respect of receipt of goods.

9. Receipt

The signature given on receipt of Goods will constitute an acceptance of these Conditions of Sale.

10. Damage and Shortages

The Customer should inspect the goods immediately upon delivery or collection. Any damage must be notified in writing within three days of delivery or collection. Any damaged goods must be retained for inspection by the Supplier and not put into service.

Where Goods have been shown to be lost or damaged the Supplier shall either issue a Credit Note for the Goods or supply a replacement item. In such cases, the Customer shall accept such a replacement or Credit Note as settlement and the Supplier shall not be liable for any loss, loss of profit or expense whatsoever arising from the loss or damage to the Goods.

11. Correct Use of Goods

It is the responsibility of the Customer to ensure that the Goods ordered are fit for purpose and that they are used in accordance with the manufacturer's instructions and any guidance provided by the Supplier. Any warranty offered by the manufacturer or the Supplier may be made void if it is shown that the Goods were used for a purpose other than that which they are designed for.