

Conditions of Sale

1. Definitions:

'CMC'	CMC Digital Limited
'(The) Customer'	The person or firm or company purchasing goods or services from CMC
'Contract'	The sale or supply of goods or services provided by CMC to the Customer

2. Orders:

- 2.01 All contracts entered into for the sale and/or supply of goods or services between CMC and the customer after the date hereof shall be subject to the following terms and conditions unless otherwise agreed by CMC in writing.
- 2.02 A contract to sell or supply goods or services shall be created only when CMC has accepted either in writing or orally or by conduct, an offer from the customer for the purchase by or supply to it of goods or services and such acceptance and contract shall be subject to these terms and conditions.
- 2.03 These terms and conditions shall override any representation made to the customer or any terms, conditions or warranties stipulated incorporated or referred to by the customer prior to the contact or in the customer's order unless CMC expressly in writing otherwise agrees.

3. Prices:

- 3.01 Unless otherwise stated all prices quoted are for goods collected from the premises of CMC or its employees or agents.
- 3.02 CMC reserves the right to vary the prices displayed in its price lists without notice to the customer and the price payable by the customer shall be that price ruling at the date of dispatch.
- 3.03 Where applicable Value Added Tax (or any similar tax in force from time to time) will be added to the price payable by the customer.

4. Payment:

- 4.01 Unless otherwise agreed in writing between CMC and the customer, payment is due 30 days from date of invoice.
- 4.02 Where an order is spread over more than one delivery, each delivery will be invoiced as despatched and payable as in 4.01.
- 4.03 CMC reserves the right to defer without penalty delivery of any goods or services which have been ordered by the customer so long as any amounts remain overdue for payment or any credit limit exceeded.
- 4.04 CMC reserves the right to set off amounts due to the customer for purchases from it against payments due to CMC by the customer.

5. Delivery:

- 5.01 All delivery dates are estimates only and CMC shall not be liable for any loss, cost, damages or expenses suffered by the customer or any other person or company howsoever arising whether directly or indirectly out of any failure to meet any estimated delivery date.
- 5.02 If instructions for delivery are not received within 14 days of CMC advising the customer that goods are ready for dispatch having been ordered, CMC reserves the right to charge storage and insurance and to regard the goods as delivered for purposes of payment.

6. Risk:

- 6.01 The risk in all goods shall pass to the customer at point of delivery and before unloading.

7. Reservation Of Title:

- Until full payment for any goods supplied under this or any other contract with CMC has been received by CMC;
- 7.01 The property in the goods shall remain in CMC but the customer shall be at liberty to sell the goods (subject to 7.03 and 7.04 below).
- 7.02 The customer shall keep and store the goods as Bailee in such a way as they can be identified as being the property of CMC.
- 7.03 The customer's power to sale will automatically cease if it becomes bankrupt or has a receiver or administrator appointed over all or part of its assets or business or suffers the presentation of a winding up petition or it fails to satisfy any judgement within 14 days.
- 7.04 CMC may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than seven days in the payment of any sum due to CMC or if CMC has bona fide doubts that the customer is unable to pay its debts.

8. Loss or damage in transit:

- 8.01 No claim for loss or damage in transit will be considered unless it is received by CMC within 14 days after date of dispatch. If a claim is established, the liability of CMC will be limited to replacing or repairing the missing or damaged goods or, at CMC's option, refunding the purchase price.

9. Consequential Loss:

- CMC Hereby expressly excludes to the extent permitted by Law and liability (arising in contract or in tort howsoever otherwise arising) for;
- 9.01 Consequential loss or damage caused by or arising out of the use the goods and services or occurring in respect of them; and
- 9.02 Loss or damage due to fair wear and tear and negligence or improper use, operation, storage or handling.
- 9.03 Loss, injury or damage (including consequential loss) arising from fire, accident, industrial dispute, civil disturbance, war, or any other act or accidental default interfering with the manufacture, supply, dispatch or delivery of goods and services and beyond the reasonable control of CMC.

10. Cancellation:

- 10.01 Orders placed cannot be cancelled except with CMC's consent in writing and on terms which indemnify CMC against loss.

11. Termination :

- CMC shall be entitled without prejudice to its other rights to terminate the contract or at its option suspend further deliveries in event of non payments (clauses 4.01 to 4.04) or if the customer fails to take delivery of the goods in accordance with the contract or if any of the events mentioned in clause 7.03 occur or if a delivery is prevented, delayed or interrupted by rules, regulations, requisitions or orders of any Government or Local Authority or by any of the events mentioned in clause 9.03.

12. Governing Law:

- 12.01 These terms and conditions of sale shall in all respects be governed by and constructed in accordance with English Law.