



1. Definitions

- 1.1 "Customer" means the party whose order for the goods is accepted by the Company.
- 1.2 "Company" means Siracom Ltd, whose registered office is Unit T, Loddon Business Centre, Roentgen Road, Basingstoke, Hants RG24 8NG.
- 1.3 "Goods" mean goods which the Company is to supply in accordance with these terms and conditions.
- 1.4 "Contract" means the contract on the terms and conditions set out herein between the Company and the customer.

2. Order Acceptance

- 2.1 All orders placed with the Company by the customer for Goods shall constitute an offer to the Company under these terms and conditions subject availability of the goods and to acceptance of the order by the company's authorised representative.
- 2.2 All orders are accepted and Goods supplied subject to these terms and conditions only. No amendment of these terms and conditions will be valid unless confirmed in writing on or after the date hereof by the Company's authorised representative.
- 2.3 It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless the latter terms and conditions are amended by the Company in writing and signed by the Company.

3. Services and Software

- 3.1 These conditions shall be deemed to apply to the Goods only and not be interpreted as meaning services which the Company may be required to supply under a separate agreement.
- 3.2 With regard to any software pursuant to this Agreement over which the Company or third parties hold title or other rights, the Company shall permit or procure for the Customer (as the case may require) the right to use software in the operation of the Goods.
- 3.3 With regard to any software referred to in clause 3.2 above the Customer undertakes not to disclose or make available any part or parts to any third party without the prior consent of the Company.
- 3.4 Software shall be supplied on the terms of the applicable licence agreement.
- 3.5 The Customer agrees to indemnify the Company in respect of any costs, charges or expenses incurred by the Customer at the suit of any third party owner of the software in respect of any breach by the Customer of the terms of the licence agreement on which the software is supplied.

4. Price

- 4.1 The price of the goods shall be the Company's quoted list price.
- 4.2 The Company reserves the right, by giving notice to the Customer any time before delivery, to increase the price of the Goods to effect an increase in costs to the Company which is due to any factor beyond the control of the Company.
- 4.3 The Price is exclusive of any value added tax which the Customer shall be in addition liable to pay to the Company.

5. Delivery

5.1 All times dates given for delivery of the Goods are given in good faith and shall not be the essence of any contract.

5.2 Delivery of the Goods shall be at the Customer's premises unless otherwise stipulated or agreed by the Company.

5.3 The Customer shall examine the Goods on arrival and notify the Company by facsimile transaction within three working days of delivery of any damage or short delivery of the Goods.

5.4 If the Customer refuses or fails to take delivery of the Goods, the Company shall be entitled to immediate payment in full for the Goods and the Customer shall in addition to the invoice price pay all incidental costs incurred by the Company.

6. Payment

6.1 Except as otherwise set out herein, payment of the Company's invoices in respect of the Goods shall be made in full without any deductions or set-off within 30 days of the relevant invoice date.

6.2 If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(i) cancel the contract of suspend any further deliveries to the Customer

(ii) charge the Customer interest on any amount unpaid at the rate of 2% per annum above the HSBC PLC base rate from time to time until full payment is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. Specification of Products

7.1 The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Goods. The Company will not be responsible for any loss or damaged resulting from curtailment or cessation of supply of the Goods following such variation. We will use our reasonable endeavours to advise you of any such impending variation as soon as we receive any notice of it from the manufacturer.

7.2 Unless otherwise agreed, the Goods are supplied in accordance with the manufacturer's standard specifications as these may be improved or modified.

7.3 We reserve the right to increase our quoted or listed prices, or to charge accordingly in respect of any orders accepted for Goods of non-standard specifications and in no circumstances will we consider cancellation of such orders or the return of such orders.

8. Title and Risk

8.1 The Goods shall be at the buyer's risk as from delivery by the Company or by the Company's carrier to the Customer.

8.2 In spite of delivery having been made and risk having passed to the Customer, legal and beneficial ownership in the Goods shall not pass from the Company until:

(i) the Company shall have received the Price plus VAT in full in cash or cleared funds; and

(ii) no other sums whatever, either under this Contract or otherwise, shall be due from the Customer to the Company.

8.3 Until the property in the Goods passes to the Customer in accordance the Customer shall hold the Goods on a fiduciary basis as bailee for the Company and shall:

(i) keep the Goods separate from those of the Customer and third parties and identified as the Company's property;

(ii) take all necessary steps for the protection of the Goods; and

(iii) where the Goods or any part of them to are disposed of, to any person whatsoever whether by sale or otherwise, retain title to the Goods.

8.4 Notwithstanding that the Goods remain the property of the Company, the Customer may use the goods in the ordinary course of the Customer's business.

8.5 Until such time as the legal and beneficial ownership in the Goods passes from the Company, the Customer shall upon request deliver such Goods to the Company. If the Customer fails to do so, the Company may enter upon any premises occupied or controlled by the Customer where the Goods are situated and repossess the Goods.

8.6 The Customer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company, and shall whenever requested by the Company produce a copy of the insurance policy.

8.7 The Customer shall not create or allow to be created any right in the Goods in favour of any third party.

9. Warranties

9.1 The Company will endeavour to ensure that the Customer has the benefit of any warranty or guarantee which may have been given to the Company by the manufacturer or third party.

9.2 The Customer is responsible for instructing itself on the terms of such warranty and ensuring that any conditions are fully complied with.

9.3 The Customer must ensure that the Goods are serviced, maintained and used properly and in accordance with the Company's recommendations (and any warranty and guarantee) and shall not be used with any parts, accessories or ancillary equipment other than those recommended by the Company or stated by the Company to be suitable.

9.4 No attempts must be made by the Customer or any third party to remedy and defect or to dismantle or otherwise tamper in any way with the Goods except in accordance with specific instructions, directions and/or requests of the Company.

10. Liability

10.1 Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other implied by the statute or common law are excluded to the fullest extent permitted by law. Save in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), implied warranty, condition or term, or any duty under common law or under the terms of the Contract or any direct or indirect special or consequential loss or damage (whether loss of profit revenue, contracts, production, operation time, customer's data, use of software or corruption of data or otherwise), costs expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods.

10.2 Without limiting the generality of the foregoing, the Company shall not be liable to the Customer in respect of any act or omission of the manufacturer of the Goods or of any third party.

10.3 The Company shall not be liable to the Customer or to be in breach of the Contract by reason of any delay in performing any or any failure to perform any of the Company's obligations in relation to the Goods, if, the delay or failure was due to any cause beyond the Company's reasonable control an act of God, explosions, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or local authority, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or any third party).

11. Termination

11.1 This agreement will be terminated forthwith by notice in writing;

(i) by the Company if the Customer fails to pay any sums due; and

(ii) if either party fails to perform any of its obligations under this agreement and such failure continues for a period of fourteen days after written notice thereof by the other party.

11.2 The Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or written instruction) or a receiver is appointed or the company reasonably apprehends that any of these events is about to occur in relation to the Customer without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further provision of the Goods without any liability to the Customer, and if any Goods have been delivered but not paid for, then these monies shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. General

12.1 Any notice required or given by another party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the provision to the third party giving notice.

12.2 No waiver by the Company of any breach of this agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

12.3 If any provision of these conditions is held to be invalid, illegal or unenforceable, in whole or in part, such provision shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of this Contract shall not be affected.

12.4 This Agreement is not assignable by the Customer without consent of the Company.

12.5 This Agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of English Courts.

13. Privacy Policy

13.1 Siracom do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

14. Making a Purchase

14.1 Making a purchase could not be easier. Just browse our store, decide upon your requirements then contact us using the information on the 'Contacts' page.

14.2 We accept credit card payment over the telephone. If you are shopping from North America or anywhere else, place your order and your credit card company will convert the transaction to US Dollars or your own currency.

14.3 We accept Visa and Mastercard. We do not charge for any item until it is ready to ship. Backordered items are not charged until they are shipped. You may send your credit card information via phone, fax or snail mail.

14.4 When confirmation of order is received, this is to indicate that we have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when we send you an invoice. We have included this term to protect us in the case that a mistake has been made in pricing, we have inadvertently under-priced goods, or we are no longer able to supply a particular product for some reason. In the case of a change of price, we will always contact you first to ensure that the price is acceptable.

15. Back Orders

15.1 If your item is not in stock, we will back order for you. You will always be emailed with the option to cancel your order if you would rather not wait.

16. Tax Charges

16.1 For orders made from the UK, 17.5% VAT is added. If you are a VAT registered company within the European Union, we do not charge VAT. Outside of the UK and the European Union, all orders are VAT free.

Company _____

Signature _____

Print _____

Date _____