

Digital Network Solutions Ltd

Terms and Conditions of Sale

1 DEFINITIONS

- 1.1 "Buyer" means the organisation or person who buys or agrees to buy the Goods from the Seller;
- 1.2 "Buyer's Purchase Order" means an order for Goods by the Buyer and acknowledged by the Seller in accordance with clause 2.2;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Delivery Date" means the date specified by the Seller when the goods are to be delivered;
- 1.5 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.6 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.7 "Price" means the price for the Goods excluding VAT (if applicable) or any analogous sales tax, carriage, freight, postage or insurance costs;
- 1.8 "Seller" means Digital Network Solutions Ltd of 102, Hellesdon Park Road, Norwich, Norfolk;
- 1.9 'Loan Equipment' refers to equipment temporarily provided to the Buyer at the discretion of the Seller. This may be under the terms of a separate agreement in which case those conditions shall prevail but only where specifically defined.
- 1.10 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.11 It is expressly understood that neither the Buyer nor the Seller are consumers, as defined by the Unfair Contract Terms Act 1977;
- 1.12 Any reference to a statutory provision shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 CONDITIONS

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions that the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and shall only be accepted by means of the Seller's standard acknowledgement form.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

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3 PRICE AND PAYMENT

- 3.1 The Price shall be that in the Seller’s current List Price, or such other price as the parties may agree in writing. The Price is exclusive of VAT or any analogous sales tax, carriage, freight, postage or insurance costs.
- 3.2 Payment of the Price and VAT and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by the Seller.
- 3.3 Queries regarding Goods or Price listed on the invoice should be communicated in writing to the Seller by the Buyer within 14 days of the date on which the invoice is received. Failure to submit such queries within this time frame shall render the invoice payable in full.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8.00% per annum above the base rate of The Bank of England from time to time in force.

4 THE GOODS

- 4.1 The quantity and description of the Goods shall be as set out in the Buyer’s Purchase Order.
- 4.2 The Goods shall be required only to conform to the specification in the Buyer’s Purchase Order. Photographs are for illustrative purposes only and may not exactly match the product itself.

5 DELIVERY OF THE GOODS

- 5.1 Unless otherwise agreed, delivery of the Goods shall take place at the address specified in the Buyer’s Purchase Order on the Delivery Date and the Buyer shall be deemed to have accepted the Goods upon their delivery. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 The Delivery Date specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the Contract.
- 5.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
- 5.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.
- 5.5 Risk shall pass on delivery of the Goods to the Buyer.

6 TITLE

- 6.1 The Seller warrants that it has good title to the Goods.
- 6.2 Title to the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

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7 GUARANTEE

- 7.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge, subject to the following conditions:
 - 7.1.1 the Buyer notifying the Seller of the defect within 5 days of the defect becoming apparent;
 - 7.1.2 such notice being served within 90 days of delivery;
 - 7.1.3 the defect being due to the faulty design, materials or workmanship of the Seller.
- 7.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer’s expense.
- 7.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer. It is the Buyers responsibility to read and understand the limitations of this third party warranty and to notify the Seller in writing if no such warranty document has been received. No further warranty beyond this is provided to the Buyer by the Seller unless expressly defined as part of a separate agreement.
- 7.4 Subject to the Seller’s liability under Clause 6 and subject to Clause 8, the Seller shall be under no liability whatever to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer or for any loss or damage to or caused by the Goods.
- 7.5 Subject to this Clause 7 and to Clause 8, all other warranties, conditions or terms whether made expressly or implied by common law or by statute relating to use, quality, and/or fitness for purpose are excluded.

8 LOAN EQUIPMENT

- 8.1 Any equipment provided under loan arrangements will be subject to the following conditions
 - 8.1.1 All carriage charges will be payable by the Buyer
 - 8.1.2 The loan period shall only be free of charge for a maximum of 2 weeks following dispatch
 - 8.1.3 Damage or excessive wear-and-tear shall be charged to The Buyer at rates discretionary to the Seller
 - 8.1.4 Charges levied for overdue Loan Equipment shall be as defined in Doc006 (‘Rates and Charges’)
 - 8.1.4.1 Such charges shall accrue until the equipment is returned to The Seller or full payment is received to purchase the Loan Equipment as Goods.

9 LIMITATION OF LIABILITY

- 9.1 Subject to Clauses 9.2 and 9.3, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods.
- 9.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller’s negligence or that of its employees or agents.
- 9.3 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for breach of the warranties contained in Clause 6 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the Contract.

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10 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

12 INFORMATION LAW AND GOVERNANCE (AS APPLIED TO INDIVIDUAL PERSONS)

12.1 Rights

Under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018(DPA) individuals have a number of rights with regard to their personal data. They have the right to request from us access to and rectification or erasure of personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.

Having provided consent for the processing of data they have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before consent was withdrawn.

They have the right to lodge a complaint to the Information Commissioners' Office if they believe that we have not complied with the requirements of the GDPR or DPA 18 with regard to their personal data.

12.2 Policy

It is the policy of Digital Network Solutions Ltd to only use the personal data of private individuals for 'primary' business purposes (i.e. to facilitate the transactions pursuant to the instructions of the private individual concerned). This means we only gather the minimum data required to complete these transactions and supporting activities. We will never use their private information for any other purpose.

We will not collect any data designated as 'Special' under the GDPR such as health, ethnicity, political or religious beliefs etc.

We will not collect any data on under-age subjects (children).

12.3 Legal Basis

The legal basis under which we collect basic information on individuals is that it be pursuant to our primary business purposes. In plain English, this means in order to carry out the instructions of those individuals as we transact business with them in the normal manner.

12.4 Storing and Processing

Information on individuals will only be stored and processed for as long as it is needed. Either to support the primary business activities or to comply with relevant legislation (such as company law). After this, it will either be deleted or anonymised as appropriate.

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12.5 Data Subject Access Requests

Data subjects wishing to exercise their rights should contact igov@dignetsol.co.uk using the subject 'Information Governance Request'. Requests to this address will be dealt with by the data controller within 30 days.

Details of our SAR and Incident Response procedures are available on request (R5Doc051)

12.6 Incident Response

Where there has been a breach, we will notify the Information Commissioners office (and where appropriate the affected data subjects) within 72 hours.

13 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

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