

Icom Scottech Limited (Registered in Scotland No. SCSC211772) (the Supplier)
Standard Terms and Conditions of Business (the Terms)

1	Definitions		5	Title and Risk	
	In these Terms:- Customer means the person to whom the Supplier supplies any Goods or Services pursuant to the Contract. Contract has the meaning given to it in clause 2.2. Goods means all goods to be supplied by the Supplier to the Customer. Order has the meaning given to it in clause 2.2. Order Confirmation means confirmation in writing by the Supplier to the Customer that an Order is accepted. Services means any services to be supplied by the Supplier to the Customer. Third Party Goods means goods manufactured by a person other than the Supplier.			5.1	The risk in the Goods shall pass to the Customer once the Goods have left the Supplier's premises for delivery to the Customer (unless otherwise agreed in writing with the Supplier).
				5.2	Title to the Goods shall not pass to the Customer until the Supplier receives payment in full for the Goods and any other goods supplied by the Supplier to the Customer.
				5.3	Until title to the Goods has passed to the Customer, the Customer shall:
				5.3.1	store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
				5.3.2	not remove, deface or obscure any identifying mark (including the Supplier's trade name or any serial number) or packaging on or relating to the Goods; and
				5.3.3	maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery.
2	Basis of contract			5.4	Prior to title to the Goods passing to the Customer, the Supplier may at any time require the Customer to deliver up the Goods in its possession and, if the Customer fails to do so promptly, the Supplier may at any time enter the Customer's premises to recover Goods.
	2.1	Quotations for the supply of Goods and/or Services may be requested from the Supplier by the Customer using the Supplier's website, by telephone or by email. Any quotation given by the Supplier shall not constitute an offer and is only valid for the period specified in the quotation or if no such period is stated thirty (30) days from its date of issue.			
	2.2	Where the Customer accepts the Supplier's quotation, it must place an order with the Supplier by contacting the Supplier directly (an Order). There shall be no contract between, or obligations on, either party until an Order Confirmation has been issued by the Supplier to the Customer, at which point the contract between the Supplier and the Customer shall come into existence (Contract).			
	2.3	The Terms form part of and apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom or course of dealing.	6	Supply of Services	
				6.1	The Supplier warrants to the Customer that the Services will be provided using normal skill and care.
3	The Goods and Services			6.2	The Supplier shall use reasonable endeavours to meet any performance dates for the Services set out in the Order Confirmation, but such dates shall be estimates only and time shall not be of the essence.
	The Goods and/or Services are as described in the Quotation as the same may be varied by the Order Confirmation.				
4	Price and Delivery		7	Payment	
	4.1	The price of the Goods and/or Services is as specified in the Order Confirmation. All prices are exclusive of VAT which will, if applicable, be payable in addition.		7.1	Any purchase orders we shall receive are considered divisible. If the goods and/or services are delivered/completed in instalments, each instalment completed thereunder;
	4.2	The Supplier reserves the right to increase the price of the Goods and/or Services to be supplied to the Customer:		7.1.1	shall be deemed to arise from a separate contract, and
	4.2.1	in proportion to any increased costs (including but not limited to increased exchange rates and taxes) incurred by the Supplier from the date of the Supplier's Order Confirmation up to and including the date of the delivery of the Goods or the supply of the Services; or		7.1.2	shall be invoiced separately and any invoices for an instalment shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any contract.
	4.2.2	where the increase is due to any fault or default of the Customer, including but not limited to cancellation by the Customer of part of any Order.		7.1.3	Our terms & conditions of sale supersede any purchasers terms & condition.
	4.3	The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed at the Good's arrival at the place to which they are to be delivered.		7.2	The Supplier shall invoice the Customer at any time before, on or after delivery of the Goods or performance of the Services.
	4.4	Unless agreed otherwise delivery will be ex-works and the Goods will be packed to the Supplier's normal specifications in non-returnable packing. Carriage will be arranged at the request and at the sole expense of the Customer and where delivery charges are applicable they will be added to the price of the Goods and detailed in the Order Confirmation.		7.3	Unless the Order Confirmation specifies otherwise, payment shall be due from the Customer 30 (thirty) days following the date of the Supplier's invoice. Time for payment shall be of the essence.
	4.5	Any delivery estimates quoted by the Supplier is an estimate only and will commence from the date of the Order Confirmation. Provided the Supplier takes all reasonable steps to deliver the Goods at the time stated, the Supplier shall not be liable to the Customer for failure to do so and time shall not be of the essence.		7.4	All payments shall be made by the Customer in British pounds sterling (£).
	4.6	The Supplier, at its sole discretion, reserves the right to deliver Goods in more than one consignment and to invoice the Customer separately for each consignment. Each consignment shall constitute a separate Contract and any delay in delivery or defect in a consignment shall not entitle the Customer to cancel any other consignment.		7.5	The Supplier reserves the right to suspend deliveries where payment for any Order related or otherwise has not been made on the due date and remains outstanding.
	4.7	Customers based outside the UK are responsible, at their own expense, for obtaining any import licence or other legal documentation required in the country for which the Goods are destined. The Supplier is responsible for seeking any export licence from the UK that may be necessary unless the Customer's office, from which the order is issued, is situated in the UK.		7.6	The Customer agrees that the Supplier may charge interest at the rate of eight per cent 8% per annum above the base rate for the time being of the Bank of England on any overdue amount payable by the Customer, calculated on a daily basis and compounded monthly, from the date payment was due until actual payment both before and after judgement.
	4.8	Where delivery of Goods is delayed due to the fault or default of the Customer or the Customer's agents or subcontractors, storage and all associated costs will be charged to, and be payable by, the Customer.	8	Description and data	
	4.9	The Goods shall remain at the Customer's risk (but title shall not pass) from the date of the delay. The Supplier reserves the right to invoice the Goods at the original delivery date, which shall also be the date of commencement of any warranty period.		8.1	The Supplier shall ensure that, at the time the Goods leave the Supplier's premises for delivery to the Customer, the Goods conform in all material respects with their description.
				8.2	Subject to clause 8.1, the Supplier shall use reasonable endeavours to ensure the accuracy of technical data or literature relating to the Goods, but the Supplier (so far as permitted by law) accepts no liability in contract, delict, tort or otherwise for any damage or injury arising directly or indirectly from any error or omission in such technical data or literature.
				8.3	Provided the Supplier has complied with clause 8.1, the Customer shall be responsible for ensuring the fitness of the Goods use for the Customer's chosen application.
				8.4	Any samples, drawings, descriptions of the Goods or Services or advertising issued by the Supplier or placed on the Supplier's website are issued or published for the sole purpose of giving an appropriate idea of the Services/Goods. They shall not form part of the Contract or have any contractual force.

9	Third Party Manufactured Goods		13.2.1	the Customer commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of notice in writing to do so; or
9.1	Where the Customer's Order Third Party Goods, the Supplier's liability to the Customer, whether in contract, delict, tort, or otherwise, for such Goods, shall not exceed the amount recovered by the Supplier under the Supplier's contract with that third party.		13.2.2	any action, proceedings, procedure or step is taken for the winding up, dissolution, administration or reorganisation of the Customer; or
9.2	The benefits of the guarantee or warranty attaching to the Third Party Goods (in so far as the Supplier is able to do so) shall be passed on to the Customer and the provision of clause 10.3 shall not apply.		13.2.3	any action, proceedings, procedure or step is taken to appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar office in respect of the Customer or any of its assets.
9.3	By agreeing to purchase Goods from the Supplier, the Customer agrees to comply with the terms of any licence granted by a third party to the Supplier relating to the Goods to be purchased. The Customer agrees to indemnify and keep indemnified the Supplier against any claim made by the relevant licensor against the Supplier as a result of any act or omission on the part of the Customer.			
9.4	Details of the warranty, guarantee or licence relating to the Third Party Goods (if any) is available on request from the Supplier.			
		14	Force Majeure	
10	Liability		14.1	The Supplier shall have no liability in respect of any failure to deliver or delay in delivering any Goods, providing Services or performing any obligations under these Terms due to any event beyond its reasonable control. Such events include, but are not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
10.1	Nothing in these Terms shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or any other liability which cannot be limited or excluded by law.		14.2	Where an event under clause 14.1 above occurs, and the Customer has made whole or part payment for the supply of Goods and/or Services and the manufacture of such Goods has commenced, the Supplier may give seven (7) days' to the Customer to terminate under these Terms. The Supplier shall be entitled to deduct reasonable expenses from payments already received from the Customer. The balance of any monies shall be returned to the Customer.
10.2	Subject to clause 10.1 above, the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:			
	10.2.1 any loss of profit;			
	10.2.2 any indirect loss;			
	10.2.3 any consequential loss; or			
	10.2.4 any loss of data,			
	suffered or incurred by the Customer under or in connection with these Terms.	15	Severance	
10.3	The Customer shall inspect the Goods on delivery and shall within [5] days of delivery notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the Contract. The Customer shall afford the Supplier a reasonable opportunity to inspect and test the Goods at any time following delivery and before any use if made of them. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from defect or damage which would be apparent on a reasonable inspection and testing of the Goods and the Customer shall be deemed to have accepted the Goods. If Goods are not in accordance with the Contract for any reason the Customer's sole remedy shall be limited to the Supplier making good any shortage by accepting the return of the Goods and replacing such Goods or re-performing any Services, or if the Supplier shall elect by refunding a proportionate part of the price of the Goods or Services.			If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
10.4	Without prejudice to the terms of clause 10.3 above, the Supplier's total liability to the Customer in respect of all losses arising under or in connection with these Terms, however so arising, shall in no circumstances exceed the Contract price.	16	Variation	
				No variation of these Terms shall be binding on the Supplier unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Supplier.
		17	Supersession	
				The Contract and the documents referred to in it constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.
11	Intellectual Property Rights			
11.1	Unless otherwise agreed all intellectual property rights in or arising out of or in connection with the supply of the Goods and or Services shall be owned by the Supplier or its licensors. Without prejudice to the foregoing generality unless the Supplier has agreed that any intellectual property rights of the Supplier may be used by the Customer to have product manufactured by an alternative manufacturer, the Customer shall not use the intellectual property rights arising from any services provided by the Supplier to have goods manufactured by an alternative manufacturer.	18	Third parties	
11.2	The Customer acknowledges that, in respect of any third party intellectual property rights in the Goods or Services, the Customer's use of any such intellectual property rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.			No person who is not a party to the Contract shall have any right to enforce its terms.
11.3	The Customer shall indemnify and keep indemnified the Supplier against all royalties, demands, proceedings, losses and costs in connection with any infringement or alleged infringements of any third party patent, registered design or other industrial property right in the manufacture, sale or application of the Goods.	19	Governing law and jurisdiction	
			19.1	The Contract and any dispute arising out of or in connection with it, or its subject matter or formation, shall be governed by and construed in accordance with the laws of Scotland.
			19.2	The Supplier and the Customer irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
		20.		Default Warranty Period of 30days is applicable unless otherwise agreed at quote.
12	Cancellation and Returned Goods			
12.1	Once a Contract is concluded cancellation will not be accepted for any Goods.			
12.2	The Supplier shall only accept the return of Goods without its previous consent in relation to those Goods in the circumstances set out in clause 10.3 above.			
13	Termination			
13.1	Without limiting its other rights or remedies the Supplier may terminate the Contract by giving the Customer not less than seven (7) days' written notice.			
13.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:			