

Terms of trading Eureka Solutions (Scotland) Ltd Contract of sale and purchase

In these Terms and Conditions "Company" means Eureka Solutions (Scotland) Ltd, and "Customer" means the person or Company that purchases the goods. "Goods" means the goods and services specified in the Company's invoice.

1. These terms and conditions apply to all contracts for the sale of Goods to, or provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer.
2. All prices quoted in brochures or catalogues are subject to confirmation at time of order and are exclusive of VAT, which will be chargeable in accordance with current legislation at the date of supply.
3. Credit limits may be given to approved accounts at the discretion of the Company but the Company will require both bank and trade references. At its sole discretion the Company may cancel or amend a credit limit previously granted.
4. The Company will retain title to the goods supplied until payment for the goods is received in full. All goods are payable COD, cash, credit card, bank electronic transfer or bankers draft immediately upon receipt of goods or upon prior credit approval, or unless otherwise granted by the Company. Where credit terms are allowed, terms of payment are strictly net, and payable 21 days from the date of the Company's invoice. The Company, at its discretion, reserves the right to implement charges (including interest and debt collection charges) on accounts outstanding beyond the credit terms. A surcharge of 5% of the value of the goods ordered may be implemented if the payment due remains outstanding for a period of greater than 21 days after the date of the Company's invoice. The rate of interest charged shall be 4% above Barclays Bank plc base rate.
5. Title in all the Goods supplied by the Company shall remain vested in the Company until the Company has received full payment in respect thereof. Risk in the Goods supplied passes to the Customer on despatch.
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The Company warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided in documentation accompanying the Goods, provided in always the Goods have been used strictly in accordance with the Company's instructions, and, without prejudice to the generality of the foregoing, have been used correctly in accordance with a designated computer operating system.

All software products are licensed (not sold) in accordance with the terms and expressed in the documentation included with the Goods.

Save as herein provided, all representations, conditions, warranties or other terms expressed or implied or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall the Company be liable to the Customer or to third parties for loss (including, but not limited to, profit or data) damage or injury howsoever arising. In any event, the total liability the Company shall have to the Customer shall not exceed the value of the Goods covered by the invoice.

In the case of Goods not of the Company's manufacture, the Company will extend the Customer the benefit of any guarantee, warranty or condition which may have been granted to the Company by the supplier of the Goods and will take such steps as the Customer may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by the Company in relation to such Goods that are not of its manufacture.

The warranties in this clause in no way invalidate any statutory right of the Customer.

7. The failure by the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.
8. Each of the above Terms and Conditions shall be read and construed independently of each other so that if one more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term and Condition shall be found void but will be valid if some part thereof were deleted then such modification as may be necessary to make it valid and effective.
9. The Customer is reminded that software programs are licensed and not sold and any licence granted is personal to the licensee. The Customer has no right of sale, lease, rent, or hire of a software program to a third party unless the Company's prior and written permission has been obtained.
10. The Company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.
11. The contact between the Company and the customer shall be governed by and construed in accordance with Scottish Law.
12. Products are under no circumstances sold on a sale or return basis. Should you wish to return a product (at your own expense) and the Company at its absolute discretion may agree to such, a 20% handling charge plus VAT will be levied. Such products must still be in the original packaging, unopened, the relevant credit will be raised within 30 days and refunded via the original payment method.