



# **TERMS AND CONDITIONS**

## **General**

All orders are accepted by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd under these terms and conditions of sale. All descriptions and illustrations within any documentation produced by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd or for and on behalf of Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd, or any price list or otherwise communicated to the customer are intended merely to present a general idea of the products, and nothing contained in any of these documents shall form any part of the contract between Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd and the customer. These terms and conditions can only be varied with the prior written consent of Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd.

## **Prices**

All prices quoted exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of invoice. Whilst every effort will be made to maintain quoted prices communicated to the customer, Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd reserve the right to effect changes without prior notice at any time before despatch.

## **Ordering**

Orders are completed to the customer's exact requirements. We do not substitute products unless instructed to do so by the customer or unless the product is unavailable. Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd hold a back order system for out of stock items. Orders will not be cancelled without prior notification by the customer.

## **Delivery**

All orders are subject to a minimum delivery charge of £5.00. Delivery will normally be made to the customers trading address unless otherwise stated by the customer.

## **Transit Delays, Non Delivery and Inspection**

In no circumstances shall Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd be liable to compensate the customer in damages or otherwise for non-delivery or late delivery of the goods for whatever reason, or for any loss incurred, consequential or otherwise arising from non-delivery or late delivery.

Advice should be made in writing, regarding non-delivery, damages or discrepancies within 10 days of date of invoice. Carriers notes must be endorsed 'unexamined' otherwise no claim can be entered in to. Parcels received in a damaged condition must be refused. We cannot accept any responsibility unless the above conditions are met.

## **Warranty**

Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd warrant that it will at its own discretion, replace, repair or refund the purchase price of any product supplied by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd in which under normal and proper use defects appear. This is subject to the manufacturers warranty and terms and conditions being satisfied. This is also subject to a claim being made in writing to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd within 12 months of the date of invoice or such other period as may be indicated by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd for specific products from time to time, provided that the products are returned to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd within that period in their original packaging and carriage paid.

## **Passing of Property and Risk**

The risk of loss or damage to the products shall pass to the customer at the time of delivery. The property in the products shall not pass to the customer until all sums that are due or are owing to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd on the full price of the goods and the full price for any other goods on any account have been paid in full.

If payment of the price of the goods or any part of it is overdue, or if it appears to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd that the customer is or may be insolvent, then Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd may require the customer to return the goods to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd. If the customer fails to do so immediately, the customer shall permit Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd to recover and resell the goods, and by its servants or agents enter upon the customers premises (or such other premises where the goods are stored or situated) for that purpose.

## **Product and Availability Information**

All product specifications provided in any documentation supplied by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd are given in good faith and to the best of Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd knowledge and therefore does not constitute as a guarantee.

## **Recruitment of Employees**

The Client shall not offer direct employment to any employee of Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd, Supportline Ltd and Blue Fish Industries Ltd within 6 months of the employee leaving the employment of Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd, Supportline Ltd and Blue Fish Industries Ltd. If such an employee accepts such an offer of employment with the client other than as a result of a relevant bona fide employment advertisement in the national or trade press, the new employing party will pay the equivalent of six months salary for that member of staff.

## **Payment and New Accounts**

Payment in full is due within 30 days of the invoice date. Additional credit may be denied to those accounts whose balances are not paid within 30 days. Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd reserves the right to charge interest at the rate of 1.5% per month on all balances not paid within the terms stated above.

All accounts not paid within 90 days of the invoice date will be passed to our solicitors for further action and the defaulter will be responsible for paying any collection costs and legal fees.

New customers wishing to open accounts are required to provide Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd with their bankers' name and two trade references and complete Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd credit account application form. Initial orders for goods required must be made by cheque or cash with order until a credit rating has been established. For initial orders of £10,000 including VAT or above payment terms will be 30% with order, 50% on delivery and 20% within 30 days of the invoice date. Credit terms are available subject to satisfactory references and a completed credit application form.

Credit terms are strictly 30 days. No further goods can be despatched before payment is made on overdue invoices. Where credit terms are extended, the director/s / partner/s of the customer personally guarantee any outstanding balance.

## **Returns**

No goods can be returned without Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd prior consent. Subject to Infosystems Ltd and its associated companies of The Blue Fish Company Ltd and Supportline Ltd prior consent being obtained, goods must be returned direct to Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd and not given to a representative unless authorised by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd. All goods returned are to be accompanied by a returns note stating:

Name and address of sender

Date and invoice number of goods

Reason for returning goods

Nature of fault

All goods must be returned in their original packaging and in a resalable condition. A restocking fee of up to 25% of the order value may be charged on all goods returned. (A minimum restocking fee of £15.00 will be charged on all returns).

## **Order Cancellations**

Cancellations or part cancellations of any order can only be accepted after prior notification and agreement with Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd.

## **Copyrights and Patents**

All products offered for resale by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd are subject to any patent, trademark, registered design or copyright or other right of any person.

## **Liability**

There shall be no conditions of warranty expressed or implied binding on Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd as to the quality of the goods supplied nor that they will be suitable for any particular purpose or for use under any specific conditions. Under no circumstances whatsoever, will any liability be accepted for damages, third party expenses or consequential loss arising in connection with any goods or material of any description supplied by Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd.

## **Specific Conditions of Sale**

Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd reserve the right to decline to trade with any company or person. In the event that Infosystems Ltd and/or its associated companies of The Blue Fish Company Ltd and Supportline Ltd declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.