

# Tukans Ltd

## Terms and Conditions

### 1. GENERAL

These are the terms on which we do business. Please read them carefully. Some of the words used have special meanings, which are set out in the "Definitions" section. Some of these terms restrict your legal rights. Please contact us if you want to discuss any of these terms.

### 2. DEFINITIONS

"Agree" means agree in writing  
"Goods" means all goods, materials software and services, which we supply to you.  
"Notice" or "notify," means notice in writing, sent by post, fax or email.  
"Our permission" means permission in writing, from us to you.  
"Retained Goods" means goods that have been despatched but not paid for.  
"Software" means software supplied by us, to you.  
"We" or "us" means Tukans Ltd of 3 Bramleys Barn, The Menagerie, Escrick, York, YO19 6ET.  
"You" means the person, firm or company to whom we are supplying goods.

### 3. DEALINGS BETWEEN US

- 3.1. These terms will apply to all dealings between you and us, unless we agree otherwise.
- 3.2. The agreement to do business on these terms may be cancelled, by either of us giving reasonable notice to the other.
- 3.3. We recognise that you might place orders with us, which refer to, or include some other terms; if you do, those terms have no effect while this agreement is still in operation, neither does this amount to notice, to cancel this agreement.

### 4. INFORMATION ABOUT THE GOODS

Our current brochures, web site and price list provides some technical information about the products we supply. If you need further information about them, please contact us. We will be happy to give you information by phone if we can. You cannot make a claim against us based on information given to you about goods or their suitability for a particular purpose, unless it was given in writing.

### 5. PRICE

Unless we agree otherwise, the price for the goods will be current list price at the date of the placement of your purchase order. Our prices are quoted, exclusive of VAT, which will be added at the current rate, at the date of our invoice.

### 6. DELIVERY

- 6.1. All orders received will be acknowledged by fax or email with 24 hours. The expected delivery date will be confirmed at this time.
- 6.2. If goods are in stock, orders will be despatched within 48 hours. Out of stock items could take up to 21 days to despatch.
- 6.3. Addresses in mainland UK: for orders with a total price of less than £100 there will be a charge of £5 for all other orders there will be a charge of £20 per order for delivery on a standard next day delivery. Special delivery services can be arranged and will be charged at cost.
- 6.4. Addresses outside mainland UK - Standard delivery will automatically be arranged and charged, unless you inform us in writing of other arrangements.
- 6.5. Either of us can, by notice, cancel the order within 24 hours of you receiving the order confirmation, if we are unable to supply the goods within a reasonable time, and if this happens, neither of us can make any claim against the other. After this 24 hour time period cancellations will only be accepted if we exceed the 21 days from order dispatch terms and you were not notified of this on the order confirmation.

- 6.6. If an order is cancelled and some of the goods in it have been delivered, the cancellation only applies to the Goods that have not been delivered.
- 6.7. Once goods have been delivered we will not automatically accept return of these goods. You will need to contact us and state why the goods are no longer required. Each case will be assessed individually and will be based on the following:
  - 6.7.1. Reason for return.
  - 6.7.2. Length of time since delivery.
  - 6.7.3. Whether replacement goods are required.
  - 6.7.4. Whether goods are standard products.
  - 6.7.5. If goods and original packaging are in as new condition.
- 6.8. On acceptance of goods for return a restocking fee may be levied, the level of this will be determined by the information received for point 6.7. It will be a minimum of 15%.
- 6.9. You will be given a RMA form to sign and include with any returns. Issue of this form does not represent acceptance of return of the goods. This will only be given when the goods are received and inspected by Tukans.
- 6.10. If you have exceeded your credit limit, or if the value of an order would make you exceed it, we do not have to deliver Goods until you have reduced the outstanding balance sufficiently.

### 7. RISK

- 7.1. Risk of loss or damage of the Good's passes to you when they are delivered. In regard of damage, that is not noticeable on delivery, you are given 3 working days for goods to be inspected and any damage to be notified to Tukans. Goods that are found to be defective after this period must comply with warranty requirements for any claim of repair or replacement to be made against Tukans.
- 7.2. Where goods are provided to you on loan for any basis other than sale you must insure the goods to their full replace value and the goods shall be at your sole risk and responsibility until such time as goods are delivered back to our premises. Except arising from death or personal injury, we will not be liable to you for any losses or expenses in excess of the invoiced value of the goods.

### 8. TITLE

- 8.1. All monies retention of title is applicable on sale of all goods. Title and property in the goods, including full legal and beneficial ownership, shall not pass to you until we have received full cleared funds for the invoice value of those specific goods represented by each invoice and the invoice value of all other goods delivered to you by us.
- 8.2. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other invoices between you and us under which the goods were delivered.
- 8.3. You must clearly identify Retained Goods as belonging to us and keep them safe, secure, insured against loss and damage and separate from other property.
- 8.4. The proceeds of any insurance claim for lost or damaged retained Goods belong to us.
- 8.5. You can sell Retained Goods in the ordinary course of your business, but the proceeds of sale belong to us, and you must hand them over to us, on demand.
- 8.6. We can cancel your right to sell Retained Goods by giving you Notice, if you do not pay us on time for any order.
- 8.7. Your right to sell Retained Goods is automatically cancelled when and if, any of the following things happen:-
  - 8.7.1. Legal execution or distress is levied against you.

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- 8.7.2. A receiver is appointed.
  - 8.7.3. You call a meeting of creditors
  - 8.7.4. You become unable to pay your debts as they fall due.
  - 8.7.5. You are served with a Statutory Demand under the Insolvency Act 1986.
  - 8.7.6. You pass a resolution for winding up.
  - 8.7.7. You make an arrangement with more than one of your creditors.
- 8.8. If your right to sell Retained Goods is cancelled for any reason, you must hand the Retained Goods over to us at once, and we can enter your premises, or any other premises which you have a right to enter, to recover the Retained Goods.

### 9. PAYMENT (APPLICABLE ONLY WHERE CREDIT TERMS GIVEN)

- 9.1. Payment is due, 30 days from date of our invoice, unless we agree otherwise.
- 9.2. If you do not pay within 30 days from the date the payment is due, we can do any or all of the following things:
  - 9.2.1. Sue you for the price of the Goods, even though title may not have passed to you.
  - 9.2.2. Charge interest at 8% above the Bank of England base rate, on the balance outstanding, from the date of invoice until payment in full.
  - 9.2.3. Refuse to supply anything else to you (whether or not it is part of the same order), or to any business associated with you, until we have been paid in full.
  - 9.2.4. Stop any goods in transit to you.
  - 9.2.5. Withdraw or reduce your credit facility.

### 10. LIMITED WARRANTY

- 10.1. We warrant that Goods :
  - 10.1.1. Conform to any written description of them, which we have given you.
  - 10.1.2. Are suitable for any purpose, which we have confirmed in writing.
  - 10.1.3. Are free from defects in manufacture and will remain so for a period of one year from the date of delivery to you.
- 10.2. As long as you have used the goods properly, we will repair, or at our discretion, replace Goods which do not meet these warranties.
- 10.3. We warrant that we have the right to sell goods and do not infringe the intellectual property rights of any third party.

### 11. PROPER USE OF GOODS

- 11.1. You must use the goods properly, which means:
  - 11.1.1. Seeking and following our advice about using and installing the Goods.
  - 11.1.2. Giving us any information we need to advise you.
  - 11.1.3. Notifying us at once if you think there is something wrong with the Goods.
  - 11.1.4. Taking reasonable care in the installation use and maintenance of the Goods.

### 12. RESTRICTIONS ON YOUR RIGHTS

- 12.1. You cannot claim, make any claim against us for defective Goods except:
  - 12.1.1. Under Clause 10;
  - 12.1.2. For personal injury or death;
- 12.2. You cannot make any claim against us for defective software except under Clause 13.

### 13. SOFTWARE

- 13.1. Except for the rights given to you by this agreement, we retain all intellectual rights to Software.
- 13.2. You may use the Software only for the purpose for which it was supplied.

- 13.3. You must not make or try to make any modification to Software (except for configuration) without our permission.
- 13.4. If the Software is supplied on disk, you may copy it to your working disk and make one backup copy of it for your own use only.
- 13.5. You must not allow anyone else to use the Software except in the ordinary course of your business and after notifying us.
- 13.6. If Software or the media on which it is delivered, is demonstrably defective with 90 days of delivery, we will at our option, either replace it, repair it or refund the price (or a proportionate part of the total price of Software and Hardware).

### 14. VARIATIONS AND WAIVER

- 14.1. These terms cannot be varied except in writing.
- 14.2. If we choose not to enforce any of our rights under this agreement, that does not mean we lose the right to do so on that or any other occasion.

### 15. STATUTORY RIGHTS

None of your rights under any express Contractual Warranty shall be affected by these terms.

### 16. ENGLISH LAW

English Law governs all the matters between us, and any proceeding in respect of enforcement or interpretation of any issue within, or arising from these terms, shall be instituted in England.

### 17. FORCE MAJURE

Should we be prevented, hindered or delayed supplying the Goods, or any part of the Goods by reason of war, riot, explosion, flood, fire, or any cause beyond the Company's control, not including industrial action by the employees of Tukans Ltd or an associated company, the time for delivery or performance shall be extended by the time in which the said event prevented, hindered or delayed delivery or performance.

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