

Radix Services Ltd

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**Radix Services
620 Chester Road
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1st July 2006

Terms and Conditions of Business.

Title and Ownership of Supplied Goods and/or Services

All goods, products and equipment supplied remain the property of Radix Services until paid for in full. Goods and services are provided under the standard Radix Terms and Conditions of Business documented here, which customers are required to agree to prior to placing their order. Your order is taken as acceptance of these terms and conditions in their entirety. Where customers make false statement or promises as to payment terms or fail to adhere to the Terms and Conditions documented both here and on the Radix Website at www.radix.co.uk this will be viewed as "Obtaining goods or services by deceit" and treated as a fraudulent act where appropriate under British and/or International law.

Payment Terms

All invoices are subject to *strict* 30 day payment terms unless otherwise agreed in writing prior to placing any order. All standard hourly rates, quotations and pricing information is based on payment received within 30 days of invoice date. Payments not received within 30 days are subject to a 5% late payment surcharge, as shown on each invoice. Where invoices are paid late and the surcharge is not added, the difference will be re-invoiced (Subject to £25 administration charge) and the same terms will apply. Where any invoice remains unpaid after 45 days from the date of original invoice, all further work, services and supply of goods will be withheld until ALL outstanding invoices (regardless of invoice date) are paid and funds are cleared at our bank. This will apply to previously arranged visits as well as work in progress, telephone and emergency support. Radix will NOT be responsible for chasing payment within the 30 day and 45 day limits detailed above. It is the clients responsibility to ensure payment is received within 30 or 45 days, with the correct amount remitted.

Liability and Consequential Loss (1)

Radix will not be liable for any loss or consequential loss of Money, Profit or Data howsoever caused either directly or indirectly by products, good or services supplied, installed, specified or recommended by Radix Services. Goods (Including software) supplied by third parties are supplied, installed and tested according to customer requirements. Where hardware or software products do not perform as per the manufactures specifications, Radix Services will not be liable for any loss of functionality, data or monies directly or indirectly resulting from such deficiency, but may at their discretion assist in resolving such problems to meet the customers requirements.

Liability and Consequential Loss (2)

Where appointments are arranged with clients, every possible attempt is made to ensure these are kept in a timely and business like manner and to notify clients if appointments have to be cancelled or rearranged. However, if an appointment cannot be made due to illness, goods not being available or delivered on time, or other reasons such as non-payment (as detailed above) or car breakdown, accident etc. Radix WILL NOT be liable for any loss or costs associated with cancelling or re-arranging and such visit, or supply of goods or services.

Orders and Cancellation

Your order (either verbal or written) is binding. Where orders are cancelled prior to installation goods purchased on your behalf may be subject to a re-stocking charge at our suppliers. These charges will be passed on the client and the time incurred and any other costs (such as shipping charges) will be invoiced according to the payment terms outlined above. Orders cancelled less than 3 days prior to installation may, in addition to the above be subject to a charge of 30% of the total invoice value for the goods or services to be delivered. This will be at the discretion of Radix Services whose decision in such matters will be final.

To be signed and completed by the customer: Please fax to 0870 706 0492 when completed. Further work will not commence until this form is signed and received by Radix Services. Alternatively, post to the above address.

I Accept the above terms and conditions and agree to be bound by them.

Signed: _____ Print Name: _____

Position: _____ Company: _____