

Cashmaster International Ltd (“The Seller”)

Terms & conditions of sale

Unless otherwise stated in writing the following terms and conditions shall apply:

1. Quotations and Acceptance

- (a) Quotations are valid for thirty (30) days or as otherwise stated and represent no obligation until the Seller accepts the Purchaser's order.
- (b) In the event of inconsistency between the Seller's and the Purchaser's conditions, the Seller's shall prevail. No variation of the Seller's conditions shall be binding upon the Seller unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Seller.

2. Price and Delivery

- (a) Prices do not include VAT
- (b) Unless otherwise agreed, delivery will be ex-works and goods will be packed to the Seller's normal specification in non-returnable packaging and carriage will be arranged at the request and the expense of the Purchaser. Where applicable, Cash on Delivery charges will be added to the price of the goods.
- (c) Any delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Purchaser's order. Provided the Seller takes all reasonable steps to deliver the goods at the time stated, the Seller shall be under no liability for failure to do so.
- (d) The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.

3. Title and Risk

- (a) Ownership will pass to the Purchaser only on receipt by the Seller of the full invoice price of the goods.
- (b) Risk in the goods will pass in accordance with delivery and carriage terms stated in the Seller's acknowledgement of order in the absence of such statement then on leaving the Seller's premises.

4. Payment

- (a) Payments shall be due 30 days from date of invoice except where Seller stipulated “Cash with Order” or “Cash on Delivery” terms, or unless otherwise stated on the invoice. Any discounts specified by the Seller shall apply only where payment is so received. Payments shall not be withheld on account of any claim by the Purchaser against the Seller. The Seller reserves the right to charge interest at 5% per month on any sum outstanding after the due date.
- (b) The Seller 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.

5. Description and Data

- (a) Goods will be supplied substantially as described but where the Seller is the manufacturer the right is reserved to make design changes which, however, will not lower the performance of the goods, affect their mechanical interchangeability or increase the price. Where the Seller is not the manufacturer, goods will be those supplied to the manufacturer's current specification and finish.
- (b) The Seller shall make every effort to ensure the accuracy of technical data or literature relating to the goods, but the Seller (so far as permitted by law) accepts no liability in Contract, tort or otherwise for any damages or injury arising directly or indirectly from any error or omission in such technical data or literature.

6. Guarantee

- (a) The Seller guarantees at its discretion to refund the price of the goods or to repair or replace free of charge any of the goods found to its satisfaction to be defective within 12 months of the date of delivery owing to faulty design, materials or workmanship, provided that the goods have not been modified or repaired other than by the Seller and have been operated and maintained within the Seller's recommendations for use.
- (b) Goods returned under this guarantee shall be delivered to the Seller's premises at the Purchaser's expense and:
- (i) If found not to be defective will be returned to the Purchaser at its expense and subject to a testing charge.
 - (ii) If the defect is found to be attributable to the Purchaser a price and repair time will be notified to the Purchaser. The repair will only be conducted and goods returned to the Purchaser on written agreement to the notified price by the Purchaser. If price is not agreed by the Purchaser, goods will be returned to the Purchaser at its expense and subject to a testing charge.
- (c) The Seller's obligation herein to refund, repair or replace the goods is the sole liability of the Seller as regards the quality, fitness or description of the goods and their correspondence with sample. All other representations, warranties, conditions, terms, and statements as regards the same express or implied, statutory or otherwise are excluded save where not capable of exclusion at law. The Seller is under no further liability in Contracts, tort or otherwise for any loss or damage or injury arising directly or indirectly from or in relation to the quality, fitness or description of the goods and their correspondence with sample.
- (d) The Purchaser shall inspect the goods and notify the Seller of any defects or other non-conformance within 7 days from the date of delivery.
- (e) The goods shall not be considered defective for the purposes of these Conditions unless:
- (i) They are not in accordance with the Purchaser's specification where this is the agreed specification.
 - (ii) If the Purchaser has no such specification or to the extent that the Purchaser's specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the goods, the goods do not conform to the Seller's published information or if no such information has been published the goods do not conform to the standards which the Seller considers normal or usual for products of the kind sold at a similar price. The Seller is not in a position to ensure that the Purchaser's specification is correct and/or sufficient for the purposes intended by the Purchaser and the Purchaser must satisfy this point.
- (f) In the case of goods repaired or replaced by the Seller, the guarantee shall terminate at the end of the original guarantee period.

7. Non-Cashmaster Manufactured Goods

(a) Non-Cashmaster manufactured goods and all software are supplied on the strict understanding that the Seller's liability in Contract, tort or otherwise, shall in no circumstances extend beyond the liability to the Seller of the manufacturer or supplier of such goods. In particular, but without limiting the foregoing, the benefits of the supplier/manufacturer's guarantee or warranty attaching to the goods or software shall be passed on to the Purchaser and the Seller's own terms of guarantee shall be deemed not to apply.

(b) By agreeing to purchase goods the Purchaser agrees to comply with the terms of any license granted to the Seller in respect thereof and agrees to indemnify the Seller and keep the Seller indemnified against any claim made by the relevant licensor against the Seller as a result of any act or omission on the part of the Purchaser.

(c) Details of the supplier/manufacturer's warranty or guarantee and licenses (if any) as aforementioned are available on request from the Seller.

8. Waste Electrical & Electronic Equipment (WEEE)

(a) At the end of product life the Purchaser is responsible for disposing of Waste Electrical & Electronic Equipment (WEEE) in an environmentally friendly way. This can be done through an approved treatment facility or alternatively through a relevant compliance scheme.

(b) Cashmaster will dispose of WEEE in an environmentally friendly way on your behalf if so requested. This service may be chargeable.

(c) Details of the Cashmaster WEEE Recovery Service can be viewed on the website at www.cashmaster.com.

9. Force Majeure

The Seller shall have no liability in respect of failure to deliver or perform in delivering or performing any obligations under the Contract due to any cause outside the reasonable control of the Seller including but not limited to acts of God, fire, floods, wars and civil disturbances or riot, act of Government, currency restrictions, labour disputes, strikes, unavailability of materials or failure of supplier carrier or sub-Contractor to deliver on time.

10. Price Variation

The Seller reserves the right to increase the price of the goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser, including cancellation by the Purchaser of part of any order.

11. Storage

When delivery is delayed for reasons attributable to the Purchaser or its Agents, storage and other additional costs will be charged to the Purchaser and the goods will be at the Purchaser's risk from the date of commencement of such delay. The Seller reserves the right to invoice the goods at the original delivery date which shall be the date of commencement of the guarantee.

12. Patent Rights

(a) The sale of the goods and the publication of any information or technical data relating thereto does not imply freedom from patent, registered design or other industrial property rights in respect of any particular application of the goods.

(b) The Purchaser undertakes to indemnify and keep the Seller indemnified against all royalties, claims actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture, sale or application of the goods arising out of or in connection with the matters described in paragraphs (a) and/or (b) above.

13. Tools

Tools made for the manufacture of goods to be supplied under the Contract and the copyright therein remains the Seller's property notwithstanding that the Purchaser may have been debited with any sum in respect of their cost.

14. Purchaser's Items

Items supplied by the Purchaser for the Contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Seller. Any defects in items provided by the Purchaser shall not entitle the Purchaser to rescind the Contract, reject the goods, make deductions from the Contract price or claim damages in respect of such defect and the Purchaser will indemnify and keep indemnified the Seller from and against all action, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Purchaser.

15. Limitations of Liability

The Seller shall not be liable in Contract, tort or otherwise, for any loss or damage suffered by the Purchaser whatsoever or however arising out of or in connection with the supply of goods or services by the Seller other than to supply goods conforming to the original agreed specification or at the Seller's option to refund to the Purchaser any monies already paid in respect of the goods.

16. Cancellation and Returned Goods

(a) Cancellations will not be accepted for non-standard items. If the Seller agrees to accept cancellation or part cancellation of an order for standard items, a charge of 20% of the total price will be made.

(b) Except under the guarantee in Clause 6 no returns are permitted without the Seller's previous consent.

(c) If the Seller agrees to accept returns other than under the guarantee contained in Clause 6 they must be returned at the Purchaser's expense in original conditions and if tested by the Seller, will be subject to a minimum charge of 15% of invoice price together with VAT thereon if applicable.

17. Termination

If the Purchaser commits any breach of the terms and conditions of the Contract or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction while solvent) or if a receiver is appointed over any part of the Purchaser's business, the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the Contract summarily by notice in writing.

18. Law

Any question relating to any quotation or any Contract subject to these conditions or agreed amendment of these conditions, shall be determined in all respects by the laws of Scotland.