

## **1 DEFINITIONS**

In these Conditions, "ForLinux" means ForLinux Ltd (registered in England & Wales No 04227715); "Buyer" means the person, firm, or body corporate to whom Goods or Services are supplied by ForLinux; "Goods" means goods supplied or to be supplied by ForLinux to the Buyer; "Services" means goods supplied or to be supplied by ForLinux to the Buyer; and "Contract" means the agreement between the Buyer and ForLinux for the purchase and sale of Goods and Services on these Conditions.

## **2 PRICES**

Goods and Services, together with VAT are invoiced at the price prevailing at the time of order.

## **3 DELIVERY**

- 3.1 Delivery dates are approximate only, whilst ForLinux will use all reasonable endeavours to meet such dates, ForLinux does not accept responsibility or liability if any delivery dates are not met.
- 3.2 ForLinux may, without prejudice to any rights that it may otherwise have in respect of goods not despatched.:
  - 3.2.a deliver any portion of the Goods ordered; and
  - 3.2.b Invoice the buyer separately for each such delivery.
- 3.3 ForLinux does not accept liability for shortages or damage to deliveries unless the Customer notifies ForLinux of the shortage or damage within 7 days receipt of the delivery.
- 3.4 ForLinux shall have no liability to the Buyer for any claim for non-delivery unless it is notified by the Buyer in writing within 10 days of the date of the invoice in respect of the Goods.
- 3.5 If delivery of Goods or Services is to a mutually agreed schedule, each instalment shall be deemed to be a separate sale and the default of ForLinux in respect of any one or more instalments shall not entitle the Buyer to repudiate the contract with regard to all or any other instalments.

## **4 RISK AND RETENTION OF TITLE**

- 4.1 Risk in the Goods shall pass to the Buyer when delivered to the Buyer or its agent.
- 4.2 Title in the Goods does not pass to the Buyer until payment in full is received by ForLinux, whether for those particular Goods or otherwise.

## **5 PAYMENT**

- 5.1 The Buyer may not by reason of any claim against ForLinux or any third party withhold payment of the price of the Goods or Services, or claim any right of set-off against any payment due by the buyer to ForLinux under any contract.
- 5.2 ForLinux may appropriate any payment made by the buyer towards the satisfaction of any invoice outstanding to ForLinux.
- 5.3 If the buyer fails to make any payment due to ForLinux on the due date:
  - 5.3.a the entire balance on all outstanding invoices from ForLinux to the Buyer shall become payable in full to ForLinux immediately without further demand, despite any provisions to the contrary in any invoice or otherwise; and
  - 5.3.b ForLinux may without prejudice to any other right or remedy available to it; delay, withhold or suspend delivery under, or cancel, any or all orders and/or contracts with the buyer; and/or retain any amount already paid to it by the Buyer.
- 5.4 If the Buyer delays or requests delay in payment for Goods or Services for whatever reason, ForLinux may, in accordance with **The Late Payment of Commercial Debts (Interest) Act 1998**,
  - 5.4.a Claim interest at a rate of 8% plus the current reference rate, or;
  - 5.4.b Recover the Goods at the Buyer's expense; and/or
  - 5.4.c Sue for and receive payment in respect of Goods or Services already supplied.

## **6. LIABILITY**

- 6.1 Nothing in these Conditions shall exclude or restrict ForLinux's liability for death or personal injury resulting from its negligence.
- 6.2 ForLinux shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships, loss of data and other financial loss. ForLinux's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order, provided it has been paid.
- 6.3 The buyer acknowledges that where ForLinux is supplying third party Goods, ForLinux's only obligation shall be to take reasonable skill and care in supplying those goods, and gives no warranty as to, and excludes all liability for, the performance (or non-performance) or any other quality (or lack of quality) of those goods.

## **7. GENERAL**

- 7.1 These Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 7.2 Nothing in these Terms and Conditions affects your statutory rights as a consumer.
- 7.3 If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from this Agreement and this shall not affect the validity or enforceability of the remaining provisions.