

ISUB EDUCATION LIMITED - TERMS & CONDITIONS OF SALE OF GOODS.

- Basis of Contract:**All offers given, orders accepted and supplies of Goods made by ISub Education Ltd. are subject to these Conditions which shall prevail over any conditions relied on by Customer.
- Orders:** All orders are made subject to acceptance by the Customer of these terms & conditions. Fulfilment of orders is subject to stock availability and acceptance of your order by ISub Education Ltd. ISub Education Ltd is under no obligation to fulfil your order.
- Quotations:**All quotations are valid for 30 days and are subject to withdrawal without notice at any time prior to acceptance. Acceptance of any quotation is conditional upon ISub Education Ltd's acknowledgement of order.
- Recommendations:** Recommendations, technical data or advice relating to the Goods or their use are not binding on ISub Education Ltd unless confirmed in writing by ISub Education Ltd. All guidance notes (whatever format or medium) provided by ISub Education Ltd in relation to the Goods are provided for information purposes only and relate solely to Goods supplied by ISub Education Ltd. Such notes have not been prepared to meet the application requirement of the Customer unless expressly stated in writing by an authorised representative of ISub Education Ltd. The exclusions of warranty and liability set out in clauses 10 and 12 apply to such guidance notes.
- Prices:** Prices are in UK £ and are quoted exclusive of VAT. All prices are subject to alteration without notice and are exclusive of any applicable excise, sales, use and similar taxes, which the Customer shall be liable to pay unless the Customer provides ISub Education Ltd with a valid tax exemption certificate.
- Price Increases:** ISub Education Ltd may increase the price of any Goods to reflect any increase in cost of supplying the Goods which is beyond the control of ISub Education Ltd.
- Price & Delivery:**The price of the Goods excludes delivery costs. No responsibility is accepted by ISub Education Ltd for failure to do deliver the Goods within the delivery period. ISub Education Ltd may deliver in more than one shipment. If Customer does not take delivery of the Goods or give ISub Education Ltd adequate delivery instructions then ISub Education Ltd may store the Goods until actual delivery and charge the Customer for any reasonable costs (including insurance) of storage. ISub Education Ltd will not ship to a P.O. Box address. Delivery is subject to receipt of an order by 5.00pm on a normal working day (Mon-Fri). We aim to despatch orders within 48 hours of receipt, but this does not apply to weekends or public holidays.
- Customer Payments:**The Customer shall pay all invoices within 30 days, unless the stated invoice terms differ. In the event of differing invoice terms the Customer shall comply strictly with the stated invoice terms. In addition to any other rights it may have, ISub Education Ltd may charge the Customer interest on any amount which is not paid on the due date at the rate of 4% above the base rate of the Bank of England. If you are a VAT registered company ISub Education Ltd will supply you with a full VAT invoice to enable you to reclaim the VAT back.
- Cancellation of Orders:**Where an order is cancelled less than 90 days before the date of shipment, the Customer shall pay an additional amount equal to 35% of the total value of the order as a reasonable estimate of damages.
- Warranty:** ISub Education Ltd warrants that the Goods will be free from defects in material and workmanship for a period of 12 months from delivery. This warranty is subject to the following conditions: (i) notification must be given to ISub Education Ltd of the warranty breach within 14 days of it becoming apparent, (ii) the defective Goods must be packaged and returned to ISub Education Ltd carriage paid, with a description of the defect, (iii) the Goods must not have been (unless carried out or recommended by ISub Education Ltd) altered, subjected to voltages or currents higher than those specified, incorrectly maintained or improperly connected or installed. The warranty does not cover accuracy of calibration after the Goods have been put to use nor any impairment after excessive exposure to chemical contamination or abuse (for Goods incorporating carbon filters, "excessive" depends upon time of exposure). This warranty shall be the extent of ISub Education Ltd's liability for defective Goods.
- Consumable Items:** As certain items supplied by ISub Education Ltd are deemed to be consumable items, such as ink cartridges, they are only designed to function in the normal behaviour for such products and will of course ultimately stop functioning when they run out. The guarantees exclude faults caused by accident, neglect or misuse of the goods. Where a manufacturer's guarantee is offered with any product, it is additional to this guarantee.
- Breach of Warranty:** On receiving notice under clause 10, ISub Education Ltd will replace the defective Goods. All other implied warranties or conditions are excluded to the fullest extent permitted by law and ISub Education Ltd will not be liable to the Customer for any loss of any kind which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on ISub Education Ltd by operation of law.
- Liability:** ISub Education Ltd will not be liable for any consequential or indirect loss or damage or any damages, costs, loss of earnings/sales or expenses payable by the Customer to any third party which may arise. Nothing in these Conditions shall be deemed to exclude liability for death or personal injury caused by ISub Education Ltd's negligence. In no circumstances shall ISub Education Ltd's liability exceed the total amount paid by the Customer to ISub Education Ltd under this Contract.
- Third Party Products:** In respect of Goods supplied by ISub Education Ltd which are not manufactured by ISub Education Ltd or are developed/constructed to the Customer's specification, ISub Education Ltd does not warrant that the design or use will not infringe any third party intellectual property rights (IPR) and shall not be liable in respect of them and the Customer shall indemnify ISub Education Ltd for any loss or damage suffered by ISub Education Ltd in connection with any claim by any third party that such specification infringes its IPR. ISub Education Ltd shall not be liable for any loss, damage or delays caused by any circumstance beyond ISub Education Ltd's reasonable control.
- Customer Supplied Goods:** Customer's goods and materials are accepted by ISub Education Ltd at the Customer's own risk. ISub Education Ltd shall not be liable for any loss, damage or delays caused by any circumstance beyond ISub Education Ltd's reasonable control. Goods and materials supplied by the Customer which are of a sensitive nature or which have been deemed to be subject to restricted use, should be advised in writing to ISub Education Ltd prior to supply.
- Intellectual Property Rights (IPR):**All IPR relating to the Goods is and shall remain the property of ISub Education Ltd.
- IPR Infringements:** ISub Education Ltd may at its own expense take over at any stage the defence of any proceedings brought against the Customer which claim that the Goods infringe any third party IPR. The Customer shall notify any such claim promptly to ISub Education Ltd and shall give ISub Education Ltd authority, information and assistance for the defence of the same. ISub Education Ltd shall pay all damages and costs awarded in such proceedings against the Customer and shall be entitled to all damages and costs awarded in favour of the Customer. If the Goods are held to infringe ISub Education Ltd may do one of the following: (i) procure for the Customer the right to continue using the Goods; (ii) replace the Goods with comparable non-infringing items; (iii) modify the Goods so they become non-infringing; or (iv) accept the return of the Goods and refund to the Customer the price less a fair and reasonable rental. This Clause 17 states the entire liability of ISub Education Ltd for any such alleged IPR infringement.
- Exported Goods:**Where the Goods are to be exported, payment will be made in pounds sterling in England. The Customer will establish in favour of ISub Education Ltd an irrevocable letter of credit in English confirmed by a UK clearing bank payable on drafts drawn at sight upon presentation to the bank of a certified copy of our invoice. Such letter of credit shall be established at least 30 days prior to anticipated shipment date and shall cover the full price of the Goods (including applicable taxes). The letter of credit shall be transferable. The Goods will be sold FOB or CIF (Incoterms 1990) at ISub Education Ltd's option and ISub Education Ltd will not have to give notice as specified in s. 32(3), Sale of Goods Act 1979.
- Confidentiality & Non Disclosure:**The Parties agree that all drawings, plans, designs, technical information and data ("Information") received by either party from the other shall be treated as confidential and the receiving party shall use at least the same degree of care to keep confidential the Information as it uses to protect its own similar information. The receiving party agrees not to use or disclose the Information except as may be necessary for the performance of its obligations under this Contract. This commitment shall terminate 7 years from the date of receipt. This commitment does not apply to the Information which (i) is or becomes through no fault of the receiving party generally known or available; (ii) is known to the receiving party at the time it receives same; (iii) is given to others by the disclosing party without restriction on disclosure; or (iv) is given to the receiving party by a third party without restriction on disclosure.
- Risk & Title to Goods:** Risk in the Goods shall pass to the Customer on delivery. ISub Education Ltd retains title to the Goods until all sums due on any account from the Customer to ISub Education Ltd have been received by ISub Education Ltd and become cleared funds. Until title passes to the Customer, the Customer will hold the Goods in a fiduciary capacity, will keep the Goods separate from any other goods and properly stored, protected and insured and identified as the property of ISub Education Ltd. The Customer may sell the Goods on behalf of ISub Education Ltd on reasonable commercial terms and the Customer shall pay the proceeds of any such sale equivalent to the invoice value of the Goods into a separate bank account clearly denoted as an account containing moneys deposited for the benefit of ISub Education Ltd and Customer shall supply details of the account to ISub Education Ltd. Such right will cease upon termination of this Contract. ISub Education Ltd may at any time after payment has become due enter the premises where the Goods are reasonably thought to be stored and take possession of the Goods.
- Termination of Contract:** ISub Education Ltd may terminate the Contract immediately if the Customer has insolvency or bankruptcy proceedings instituted against it, has a receiver, manager, administrator or administrative receiver appointed over any of its assets or suffers a similar occurrence in any jurisdiction; or the Customer breaches the Contract. Under the terms of this contract, the Customer deems ISub Education Ltd to be a preferential creditor. The termination of the Contract will be without prejudice to the rights and duties of either party accrued prior to termination.
- Severance:** If any of these conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
- Law & Jurisdiction:**The Contract shall be under English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.
- Assignment:**The Customer shall not assign or sub-contract its obligations under the Contract without ISub Education Ltd's prior consent in writing.
- Non Waiver:** Failure or neglect by ISub Education Ltd to enforce at any time any of these Conditions shall not be a waiver of ISub Education Ltd's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice Customer's right to take subsequent action.