

GENERAL

1.1

In these Conditions of Sale: "The Company" means Goldstar Electronics Ltd trading as Desktop Systems. "The Buyer" means the person, the firm or the company ordering or buying goods from the Company. "The Goods" means the goods the subject matter of the relevant order or contract of sale.

1.2

No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance is effected by a formal order acknowledgement and shall be deemed to be a fresh offer by the Company on the basis of these Conditions, in which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer, and the contract of sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of these conditions except insofar as the conditions are expressly consented to in writing by the Company.

1.3

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.4

No representation, claim, drawings, illustrations, specification or price given in any advertising or promotional literature of the Company shall form part of the contract unless specifically stated in the accepted order or specification for or of the Goods.

1.5

The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or EU requirements or, where the goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

PRICE

2.1

The provision or display of pricing and other information relating to the goods by the Company to the Buyer does not amount to an offer by the Company to sell the Goods at that price or on any other terms. Supply of such information is only an invitation to treat. An order by the Buyer for the Goods shall be the offer.

2.2

Unless otherwise specified prices payable for the Goods are exclusive of delivery charges, insurance costs, packaging costs or other special handling charges.

2.3

All orders received by the Company are subject to delivery charge for each customer order received. Unless otherwise stated the Company shall enter into a contract for delivery of the order to the address of the Buyer.

2.4

All prices are exclusive of VAT and similar taxes. All such taxes will be levied on you at the time of invoice.

2.5

Where Goods are being price supported in any way, the final invoice price can only be confirmed once all conditions attached to that support have been met. Where Goods sales are price supported by a manufacturer in favour of an end-user customer, the Buyer must ensure that the Goods are issued to the named end-user at the agreed conditions specific to that support. The Buyer must be able to confirm the end-user sale by providing, when requested by the Company, the end-user invoice and end-user purchase order. Should a manufacturer not honour a price support, the Company will not for any reason whatsoever be liable and will re-invoice the unsupported amount to the Buyer.

ORDER CANCELLATION

3.1

The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Buyer. Once an order has been placed on the Company by a Buyer, that order cannot be cancelled and will be treated as irrevocable by the Company.

DESPATCH

4.1

Unless otherwise specified the price quoted is packed ex-our warehouse. An extra amount will be levied to cover delivery and insurance costs. An additional delivery charge may be made to cover any extra costs involved for delivery to an address, which is different to the Buyer's normal delivery address.

4.2

Should expedited delivery be agreed an extra amount may be charged to cover any extra overtime or any other additional costs involved.

4.3

Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days or more, the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage.

4.4

Any date or time quoted for despatch is to be treated as an estimate only. Despatch may be postponed or delayed due to conditions beyond the Company's reasonable control, and in no event shall the Company be liable for any damages or penalties for delay in despatch or delivery.

4.5

The Company may deliver your order in instalments; each instalment will be treated as a separate delivery.

THE GOODS

5.1

In the event of the Buyer purchasing the Goods by description the provisions of Section 13 of the Sale of Goods Act, 1893 (which implies the term that the Goods shall correspond with their description) shall not apply to the contract between the Company and the Buyer.

5.2

The Company makes and gives no warranty condition or representation in regard to the Goods save as herein expressly stated and it shall not be a condition of the contract of sale that the Goods supplied hereunder are fit for the purpose for which the Buyer wants them, whether or not this purpose has been made known to the Company and/or are of merchantable quality. The Buyer accepts that prior to agreeing to purchase the Goods hereunder he has satisfied himself as to their fitness for his purpose and as to their merchantable quality in regard to the use for which he requires them and has not relied upon the Company's skill, judgment or representations, if any, before so satisfying himself.

CREDIT POLICY AND PAYMENT INFORMATION

6.1.

Invoices are raised and dated on the date of despatch of the goods. Provided a credit account has been approved and unless otherwise specifically agreed, all invoices are payable, in full without any offset or deduction, within 30 days date of invoice.

6.2

If credit terms have not been agreed by the Company, payment must be made in full at the time of placing the order for the Goods.

6.3

All invoices are posted to the Buyer's normal trading address and copies are available upon request.

6.4

The Buyer must inform the Company within 5 working days from the invoice date of any discrepancies or errors on an invoice. If the Buyer does not, the Company will assume that the Buyer accepts all information noted on the Company's invoice.

6.5

The Company reserves the right to remove credit facilities and stop supplying Goods at any time.

6.6

The Company accepts Cash, Cheques, Draft, Transfer, Visa, MasterCard, Laser and American Express. Payments by credit card are subject to a transaction fee of 1.75% on the value of all transactions.

6.7

If any cheque presented in payment of an invoice or account by a Buyer is returned for whatever reason or if an agreed standing order or direct debit arrangement fails to operate there will be a charge of €50.00 debited to the Buyer's account.

6.8

Interest shall be payable on overdue accounts at the rate of EUROBOR +5% and will be accrued on a daily basis until such time as the account is settled.

PRELIMINARY WORK

7.1

All work carried out additional to that specified in the relevant quotation or order, whether experimentally or otherwise, shall be charged.

RETENTION OF TITLE

8.1

Notwithstanding delivery and the passing of risk, the property in the Goods shall remain in the Company, until the Buyer has paid all monies owed by it to the Company under this or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment, the property (but not the risk) in the whole of such goods or materials shall pass to the Company at the moment of such processing, incorporation, use or admixture and shall remain with the Company until payment of all such monies as specified in this Condition. Until such payment is made the Buyer shall possess all goods and material the property in which is vested in the Company by virtue of this Condition on a fiduciary basis only and if the Company so requires the buyers shall store such goods and materials at no extra cost to the Company so that they are clearly identified as belonging the Company. The Company without prejudice to any of its other rights and remedies may recover and resell any or all of such Goods or materials and may enter upon the Buyers premises for that purpose. The Buyer has the right to sell for the account of the Company any Goods or materials the properties in which vested in the Company by virtue of this Condition. In such event the Company shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Company for, the proceeds of such sale to the extent that the Buyer owes any monies to the Company. In addition, the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by the customer and the Company shall be entitled to retain from any monies recovered from the customer all monies due to the Company from the Buyer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Buyer. The authority hereby granted to the Buyer to pass property in the goods or materials shall not extend to any sale of the goods or materials in the course of a sale of the entire or substantially the entire of the Buyer's business or undertaking pursuant to a sale of the Buyer's stock-in-trade preparatory to a cessation of the Buyer of business or of trade in goods similar to the Goods.

8.2

On the happening of any of the following events the authority of the Buyer to sell the Goods shall terminate immediately and all the Goods, the property of the Company, shall be immediately delivered to the Company:-

- (a) any notice to the Buyer or the Company that a receiver, manager, administrator, administrative receiver or similar officer of or over the business or any part of the business of the Buyer is to be or has been appointed;
- (b) any notice to the Buyer or the Company that a petition to wind-up the Buyer is to be or has been presented or any notice of a resolution to wind up the Buyer (other than for the purposes of a bona fide reconstruction or amalgamation on terms previously approved in writing by the Company);
- (c) any decision by the Buyer that the Buyer intends to make an arrangement with its creditors;
- (d) the insolvency of the Buyer within the meaning of Section 62(3) of the Sale of Goods Act, 1893 (as amended); and
- (e) any notice to the Buyer or the Company of the appointment of an examiner to the Buyer under the provisions of the Companies (Amendment) Act, 1990 (as amended).

9.1

Notwithstanding the preceding Condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

10.1

The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure accordingly.

11.1

The Company shall be entitled to make a reasonable charge for the storage of any of the Buyers property left with the Company before receipt of the order notification to the Buyer on completion of the work.

LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

12.1

The Buyer shall examine the Goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery, 5 working days after the due date for delivery.

LATE DELIVERY

13.1

Whilst the Company will endeavour to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

DEFECTIVE PRODUCTS

14.1

The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of : -

- (a) any indirect or consequential loss or damage, sustained by the Buyer howsoever caused; or
- (b) any economic losses (including, without limitation, loss or revenues, profits, contracts, business or anticipated savings); or
- (c) any expenditure incurred by the Buyer in respect of Goods alleged to be defective; or
- (d) any Goods which have been processed in any way by the Buyer or damaged after the risk in the Goods has passed to the Buyer; or
- (e) any liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval; or
- (f) any liability under any warranty, condition or guarantee (whether express or implied) if the total price for the Goods has not been paid by the due date for payment; or
- (g) any loss of goodwill or reputation;
provided, always that these Conditions do not exclude or restrict the Company's liability for death or personal injury from its negligence.

RETURNS

15.1

The Company does not accept the return of Goods save as expressly provided by law. Any request for a return for any reason whatsoever must be approved in advance by the Company's customer service team. Any request for a return must be made within 5 working days of the date of invoice.

15.2

A return materials authorisation number (RMA) must first be obtained from our customer service. Returned goods must be accompanied by a copy of the original invoice relating to their purchases.

15.3

All approved returns carry a restock fee of a minimum of 15% of the invoice price, subject to terms and conditions.

15.4

Return of cancelled orders will be at the sole discretion of the Company.

15.5

Non run rate product orders may NOT be cancelled, as the Company must comply with the Company's vendors' terms and conditions for returns.

15.6

GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION. GOODS RETURNED OTHERWISE WILL, AT THE COMPANY'S DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. Goods returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase. Before returning items, the Buyer must obtain authorisation from the Company to return items. A discussion of the problem with the manufacturer may assist in rectifying faults before Goods are returned. It is the responsibility of the Buyer to ensure that any Goods returned are properly insured. The Company reserves the right to vary the specification of any item, withdraw, modify or amend any such item without prior notice. Prices quoted are subject to variances in exchange rates, and in consequence prices will be those holding at the date of despatch.

INTELLECTUAL PROPERTY RIGHTS

16.1

The Buyer shall be responsible for any infringement with regard to patent, utility, model, trademark, design, copyright or other intellectual property right in any country without exception when such infringement is due to the Company having followed the design or instruction furnished by the Buyer. The Buyer shall be liable for and indemnify the Company against all loss, damages and expenses suffered or incurred by the Company as a result of any such infringement. In case any dispute and/or claim arises in connection with the above infringement, the Company reserves every and all rights to cancel and make null and void the contract at its discretion and hold the Buyer responsible for any loss caused thereby to the Company. Nothing herein contained shall be construed as transferring any patent, utility model, trademark, design or copyright in the Goods or in any product that the Goods can produce and all such rights are to be expressly reserved to the true and lawful owners thereof.

FORCE MAJEURE

17.1

The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lock-outs, riots, hostilities, non-availability of materials or supplies or any other event outside the control of the Company and the Company shall not be held liable for any breach of contract resulting from such events.

CANCELLATION

18.1

The Company may withhold or cancel further or any deliveries under the contract of sale or may recover all losses resulting therefrom if any of the events set out at Condition 9.2 occurs or if the Buyer: -

(a) fails to make payment on the due date under any contract with the Company; or

(b) is in breach of any of the terms and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights). The exercise of rights under Condition 9.2 shall be without prejudice to the Company's other rights of remedies.

APPLICABLE LAW

19.1

These Conditions of Sale shall be construed in accordance with Irish Law.

SEVERABILITY

20.1

If any provision of these Conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

ASSIGNMENT

21.1

The Company may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. The Buyer may not assign or transfer any of its obligations.

NOTICES

22.1

Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant times have been notified pursuant to this provision to the party giving notice.