



TERMS & CONDITIONS OF SALE

The terms and conditions of sales contained herein apply to Supplier's quotations and purchase orders placed by Buyer on Supplier. Supplier's terms and conditions shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or by acceptance and payment for goods ordered. Any changes from the terms and conditions contained herein must be specifically agreed to in writing by an authorized officer of Supplier before becoming binding on the Supplier.

1. Ordering

You have the following options when ordering products directly from Intelli Labs Ltd.: Mail Order, 24 hour Fax ordering or online ordering. Products can also be ordered online in our Amazon or eBay Shop. In the case of consumer sales, payment must be made in full before dispatch of any Goods.

2. Prices

Irrespective of any prices quoted by Supplier or listed on Buyer's order, an order is accepted only at the prices shown on Supplier's acknowledgement. Should a product's price change between receipt of order and dispatch the Buyer will be notified and given the opportunity to cancel the order and receive a full refund. All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be paid in addition. Payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.

3. Delivery

Products on stock supplied within the EU will normally be delivered within five working days of receipt of order. Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or receive a full refund. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date. Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

4. Warranty and Liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

While every effort is made to ensure that the product specifications are accurate, manufacturers do add and remove functionality in their products as they are developed. Inevitably there will be a delay before the product descriptions are updated reflecting these changes. It is highly recommended that an evaluation of the chosen product(s) is carried out to ensure that it meets your functional requirements prior to purchase.

5. Ownership and Risk

The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer. The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods. The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods. Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or at the Seller's option returned by the Buyer to the Seller.

6. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

7. No Waiver

The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

8. Liability

Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

9. Misc

Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law. If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.