



Terms and Conditions of Sale

1. General

- 1.1 All orders are accepted by Qtrail (“Qtrail”) on these conditions of sale which supersede any other terms previously published.
- 1.2 These terms and conditions of sale override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the purchase order or during negotiations or any course of dealing established between Qtrail and the Customer, and constitute the entire understanding between Qtrail and the Customer for the sale of products or services.
- 1.3 Additional conditions of sale apply to export orders from the UK.
- 1.4 These terms and Conditions of Sale may only be varied as specifically agreed in writing on Qtrail headed documentation by a Director of Qtrail.

2. Offers and Acceptance

- 2.1 No obligation shall arise as a result of advertising, promotion, quotation, or any other offer, until Qtrail accepts the order from a Customer seeking to make a purchase.

3. Orders

- 3.1 Orders may be placed by telephone; however Qtrail requires written confirmation and order number by post, facsimile or e mail prior to shipping of products.
- 3.2 Qtrail reserves the right to decline to trade with any company or person. In addition Qtrail may decline to accept any order, whether or not payment has been received by giving notice of non acceptance to the Customer by telephone, facsimile or e mail within a reasonable period of receipt by Qtrail of the order.
- 3.3 Qtrail reserve the right to deliver part orders or hold orders, until all items are available as required. Credit card charges are only made when the products are despatched or collected, the only exception being when Qtrail have been requested to provide product to a special order.
- 3.4 Qtrail reserves the right to make deliveries and or services by instalments and to render a separate invoice in respect of each instalment.
- 3.5 If Qtrail exercises its right to make deliveries and or services in accordance with clause 3.4 above, then any delay in the provision of such deliveries and or services, or failure to deliver any further instalment or instalments, shall not entitle the Customer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered and or serviced.
- 3.6 No order may be cancelled without the previous written consent of Qtrail on headed documentation. In the event of part cancellation Qtrail reserves the right to charge the Customer for any difference in selling price applicable to the quantity despatched up to the time of cancellation.



4. Prices and VAT

- 4.1 Qtrail reserves the right to alter prices at any time without prior notice. In general prices are reviewed every 6 months. All prices are in £ Sterling and subject to Value Added Tax (“VAT”) at the relevant rate ruling on the date of despatch.
- 4.2 Prices exclude postage and packing. The price of postage and packing will depend on the method of shipping selected. Postage and packing will be applied to the invoice.

5. Inspection, Transit Delays and Non-Delivery

- 5.1 Qtrail will use reasonable efforts to meet delivery estimates but cannot accept any liability whatsoever for failure to do so however arising. Failure to meet a delivery date where deliveries are by instalment shall not prejudice Qtrail’s right to make future deliveries by instalment under that contract.
- 5.2 The Customer must inspect the products as soon as reasonably practicable after delivery or collection and shall within 7 working days of such delivery give notice to Qtrail in detail of any defects in the products or of other complaint which the Customer may wish to make about Qtrail’s service.
- 5.3 No complaint in respect of non-delivery of products will be considered unless written notification is given to Qtrail within 5 days from the date the products are invoiced.

6. Payment

- 6.1 Cash with order. Please ensure that cheques are made out to: “Qtrail” and are crossed “Payee Only”.
- 6.2 Credit Terms. Credit terms are available subject to status. Payment is due 30 days after the date of despatch without any deductions whatsoever. If the Credit Customer fails to make any payment on the due date, then, without prejudice to any other rights or remedy available to Qtrail, it shall be entitled to:
 - 6.2.1 Cancel the order and suspend further deliveries
 - 6.2.2 Terminate, reduce the performance or otherwise suspend the operation of the product (or products supplied under any other order) as Qtrail may think fit
 - 6.2.3 Appropriate any payment made by the Customer to such of the products (or products supplied under any other order) as Qtrail may think fit
 - 6.2.4 Charge an administration fee for any legal or other actions required to recover monies due
 - 6.2.5 Charge interest on the unpaid amount from the due date at a rate of 4% per month.

7. Ownership

- 7.1 The products shall be at the Customer’s risk as from delivery. In spite of delivery having been made property in the product shall not pass from Qtrail until: The Customer has paid the price plus VAT in full; and no other sums



whatever shall be due from that Customer to Qtrail. Until Property in the products passes to the Customer in accordance with the above clause the Customer shall hold the products and each of them on a fiduciary basis as bailee for Qtrail. The Customer shall store the products (at no cost to Qtrail) separately from all other products in its possession and marked in such a way as they are clearly identified as Qtrail's property. Notwithstanding that the products (or any of them) remain the property of Qtrail the Customer may sell or use the products in the ordinary course of the Customer's business at full market value for the account of Qtrail. Any such sale or dealing shall be a sale or use of Qtrail's property by the Customer on the Customer's behalf and the Customer shall deal as principal when making such sale or dealings. Until property of the products passes from Qtrail the entire proceeds of sale or otherwise of the products shall be held in trust for Qtrail and shall not be mixed with other money or paid in to any overdrawn account and shall be at all material times identified as Qtrail's money.

- 7.2 Qtrail shall be entitled to recover the price (plus VAT) notwithstanding that property in any products has not passed from Qtrail.
- 7.3 Until such time as the property in the products passes from Qtrail the Customer shall upon request deliver up such of the products as have not ceased to be in existence or resold to Qtrail. If the Customer fails to do so Qtrail may enter upon any premises owned occupied or controlled by the Customer where the products are situated and repossess the products. On the making of such request the rights of the Customers under clause 4 shall cease.
- 7.4 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Products that are the property of Qtrail. Without prejudice to the other rights of Qtrail, if the Customer does so all sums whatever owing by the Customer shall forthwith become due and payable.
- 7.5 The Customer shall insure and keep insured the Products to the full price against 'all risks' to the reasonable satisfaction of Qtrail until the date that property in the products passes from Qtrail and shall whenever requested by Qtrail produce a copy of the policy of insurance. Without prejudice to the other rights of Qtrail, if the Customer fails to do so all sums whatever owing by the Customer to Qtrail shall forthwith become due and payable.
- 7.6 The Customer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to other rights of Qtrail, if the Customer fails to do so for all sums whatever owing by the Customer to Qtrail shall forthwith become due and payable.

8. General Descriptive Matter

- 8.1 Whilst every endeavour is made to endure the accuracy, all specifications, manuals, instructions or other details contained in any catalogue or any price list or advertising material or otherwise communicated to the Customer are intended merely to present a general idea of the product and nothing contained in any of them shall form part of the contract between Qtrail and the Customer.



- 8.2 If the description of any products not of Qtrail's manufacture contained in any correspondence, advertising material, invoice or manual varies from that of the manufacturer's description, the manufacturer's description shall take precedence over Qtrail's description.

9. Product Performance

- 9.1 Unless any product performance figures, tolerances or characteristics have been specifically and expressly warranted by Qtrail in writing and on Qtrail headed documentation, Qtrail shall be under no liability whatsoever for any failure to attain such figures whether attributable to Qtrail's negligence or otherwise.
- 9.2 The responsibility for ensuring that the products are sufficient and suitable for the Customer's requirements is the Customer's sole responsibility insofar as Qtrail have specifically advised the Customer in writing on Qtrail headed documentation that the products are sufficient and suitable for the Customer's purposes having been fully and accurately advised by the Customer of his requirements.

10. Warranty

- 10.1 Qtrail warrants that it will, at its option, replace products supplied by Qtrail in which under proper use defects appear, or repair the same or refund or credit the purchase price thereof, subject to the claim being made in writing to Qtrail within 12 months after despatch or collection, or such other period as may be indicated by Qtrail for specific products from time to time, providing that products or parts to which the claim relates are returned to Qtrail within that period suitably packaged and carriage paid with all associated parts, accessories and literature and where relevant in accordance with any particular instructions which Qtrail may have notified to the Customer at the date of sale.
- 10.2 Returned products together with all associated parts and literature must be accompanied by a proof of purchase such as the invoice in respect of the product and details of the nature of any claimed defect together with such information as Qtrail may at the time of sale have stipulated. Any replacement products shall be the property of Qtrail. Subject as expressly provided in these terms and conditions, and except where the products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11. Returns

- 11.1 Qtrail will only accept the return of product after giving prior written authority, please contact Customer Services Department on 01442 232434 during office hours. Please note our hours of business are 08:30 to 17:00 Monday to Friday, excluding bank holidays please note that communications must be during business hours.



12. Intellectual Property and Information

- 12.1 The Customer shall not acquire any rights, title or Intellectual Property Rights in any designs, software, data formats or databases supplied or developed by Qtrail. In the course of the provision of products or services Qtrail may make modifications or improvements to the product or services for the Customer in consequence of discussions or liaising with the Customer. The Customer acknowledges that any rights, title or Intellectual Property Rights in such modifications or improvements are the property of and shall vest in Qtrail.
- 12.2 Notwithstanding any other term of these conditions of sale, title in any software programme that forms part of the products purchased is retained and will not pass to the Customer. Such software programmes may only be used in the products and must not be copied or altered or otherwise modified by the Customer.
- 12.3 Qtrail reserve the right to record and use Customer information supplied by the Customer.

13. Limit of Liability

- 13.1 The Customer will be responsible for ensuring the fitness for the purpose of the products for the Customer's application unless the purpose is previously notified to Qtrail in writing.
- 13.2 Qtrail accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to Qtrail's negligence or that of its employees, agents or sub-contractors save any loss or damage arising from personal injury.
- 13.3 Qtrail shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty under common law, or under the express terms of the contract with the Customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for compensation whatsoever (whether caused by the negligence of Qtrail, its employees or agents or otherwise) which arise out of or in connection with the supply of the products or their use or resale by the Customer.
- 13.4 The entire liability of Qtrail under or in connection with the contract with the Customer shall not exceed the price of the products except as expressly provided in these terms and conditions.

14. Force Majeure

- 14.1 Qtrail shall not be liable to the Customer or be deemed in breach of contract by reason of any delay in performing or any failure to perform, any of Qtrail's obligations in relation to the products, if the delay or failure was due to any cause beyond Qtrail's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Qtrail's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition or measures of any kind on the part of any governmental, parliamentary or local



authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Qtrail or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

15. Law

15.1 Any sale transacted by Qtrail Ltd, is to be governed solely by English Law irrespective of the place of delivery and the parties agree to submit to the exclusive jurisdiction of the English courts.

16. Consumer Protection

16.1 Nothing contained herein shall affect a Customer's statutory rights if he/she 'deals as a consumer' as defined in Section 12 of the Unfair Contract Terms Act 1977.