

Terms of Trading for Suppliers of Software Box Limited

The terms and conditions herein apply to all Purchase Orders placed by Software Box Limited (referenced as SBL for the remainder of this document) with any Supplier.

The acceptance of an SBL Purchase Order constitutes agreement to all terms and conditions herein. Any errors or omissions from either party must be communicated to SBL immediately to remedy as necessary.

Order Procedure

SBL will place a Purchase Order on the Supplier using one of the following methods;

- Email PDF
- Fax Purchase Order
- Online Order

Errors or omissions that are not communicated to SBL that result in a Purchase Order not matching a Supplier's invoice will result in the Supplier invoice going into query until the discrepancy is resolved which may incur a delay in payment.

Term

The agreement shall commence on acceptance of a Purchase Order from SBL to the Supplier and will last until its fulfilment.

Charges

SBL will not pay the Supplier any additional fees not displayed on the Purchase Order. The Purchase Order represents the Terms and Conditions of the order as agreed by both parties and therefore SBL will not pay in any instances where;

- Additional delivery charges are added without prior written consent.
- Any increase in pricing not reflected within the Purchase Order.
- Any additional expenses, which have not been agreed and contained within the Purchase Order.
- Any other charges on a Supplier's invoice that are not contained within the Purchase Order.

Unless stated on SBL's Purchase Order to the Supplier, delivery charges are included in the price of the products or services. Any omission of delivery charges on a Purchase Order should be communicated to SBL before a Purchase Order is accepted. SBL will provide the Supplier with an amended Purchase Order if required. SBL will not pay any delivery charges that are not on SBL's purchase order.

The Supplier will inform SBL immediately and in writing of any errors or omissions on the order prior to processing.

Any invoice received by SBL that does not match a Purchase Order will be put into dispute pending investigation.

Manufacturer's Specification

The Supplier shall inform SBL if the product or service that they intend to ship differs from the description on SBL's Purchase Order. The Supplier shall only ship the item once SBL has accepted the changes. Failure to inform SBL of any changes will result in the Supplier's invoice going into dispute pending investigation. If SBL will not accept the alternative product or service, SBL shall be entitled to return the product or service and be credited without penalty.

Risk and Title

Risk of goods shall only pass to SBL on deliveries to SBL that are deemed to be in good order and match the corresponding Purchase Order.

If any item is deemed not to match SBL's Purchase Order, the delivery and invoice will be put into dispute pending investigation. Risk shall only pass and payment shall only be made upon the query being resolved to SBL's satisfaction. Remedies may include but are not limited to the following;

- SBL's customer accepting the alternative item.
- Supplier exchanging any item that does not match SBL's Purchase Order to the correct item at no additional expense or penalty.
- A return and credit accepted by the Supplier with no further penalty, for example return or restocking fees.

If a shipment is sent directly to SBL's customer, risk shall only pass once a proof of delivery is provided and/or the customer confirms receipt of the goods.

Payment

SBL's payment terms are NETT monthly unless otherwise agreed with a Supplier for a one time order. If an invoice is put into dispute for any reason, SBL shall inform the Supplier within a reasonable timescale. The invoice shall not be passed for payment until any issue is resolved to SBL's satisfaction.

Delivery

Unless stated on SBL's Purchase Order to the Supplier, delivery charges are included in the price of the products or services. Any omission of delivery charges on a Purchase Order should be communicated to SBL before a Purchase Order is accepted. SBL will provide the Supplier with an amended Purchase Order if required. SBL will not pay any delivery charges that are not on SBL's purchase order.

All electronic delivered products or services should be sent to PURCHASING@SOFTBOX.CO.UK

If it is in the manufacturers policy to send any electronic products or services directly, a copy shall also be sent to PURCHASING@SOFTBOX.CO.UK

Performance of Services

Services provided by the Supplier to any of SBL's Customer's should be done on a sub-contractor basis. On placement of a Purchase Order for services, a separate sub-contractor agreement may be invoked as appropriate.

Confidentiality

From time to time in order for the Supplier to fulfil a Purchase Order from SBL customer information will be provided. The Supplier agrees not to pass this information to any third party unless required to do so to fulfil the requirements on the Purchase Order and only with SBL's consent.

The Supplier will not contact SBL's customer direct under any circumstances without the express permission of SBL.

Assignment and Sub Contracting

The Supplier shall not be entitled to assign, transfer, charge or licence the whole or any part of their rights and/or obligations to any party without the consent of an authorised person within SBL. If such authorisation is granted to the Supplier by SBL, the Terms and Conditions of SBL's Sub Contractor agreement will prevail.

Breach

Upon breach of any of the conditions by the Supplier, SBL reserves the right to withhold payment to the Supplier until the breach is rectified by the Supplier to the satisfaction of SBL.

If the breach is not rectified to the satisfaction of SBL, SBL have the right to terminate the contract by cancelling the Purchase Order.

General

This Agreement shall be constructed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England.

Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties, nor shall it be deemed to grant any authority not expressly set out in this Agreement or create any agency between the parties.

The supplier acknowledges the fact that it has had the opportunity to read these Terms and Conditions prior to accepting SBL's Purchase Order, and in proceeding warrants its belief that the Contract is reasonable in all of its Terms and Conditions.

Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder where such delay or failure results from circumstances due to any event beyond the reasonable control of either party including but not limited to any of the following: Act of God, extreme adverse weather conditions, flood, fire, lightning, industrial action or lockouts, act or omission of government, war, military operation, riot, terrorist incident.

Any indulgence by SBL to the Supplier or any waiver by SBL of its rights either under the Terms and Conditions or otherwise in respect of a transaction or series of transactions shall not be deemed to be a waiver of SBL's rights in respect of any further transactions nor to be an agreement to confer the same indulgence in respect of any subsequent transactions.