

Ginger Monkey Limited

Standard Terms and Conditions of Business

1 Definitions

“We”/“Us”	Ginger Monkey Ltd
“Customer”	Individual or organisation purchasing goods or services from us
“Consumer”	customer who is a private individual rather than a business or organisation

2 Quotations and Estimates

- 2.1 All quotations are made in good faith on the basis of specification information provided by the customer.
- 2.2 Quotations may be subject to change at any time if there is a change in the specification or requirements or due to fluctuations in component costs unless otherwise stated.
- 2.3 From time to time it may be necessary to make minor substitutions on components that vary from those originally quoted. Wherever possible this will be done in consultation with the customer and the final invoice will reflect any changes in cost.

3 Title & Risk

- 3.1 Title for goods and services supplied does not pass to the customer until payment has been received in full by Ginger Monkey Ltd.
- 3.2 Risk for goods supplied transfers to the customer from the point of receipt even if this precedes payment in full

4 Payment and Credit Terms

- 4.1 Payment is due with order unless otherwise agreed in advance.
- 4.2 Where a credit account is granted to a customer payment is due within the stated number of calendar days from the date of invoice.
- 4.3 If no explicit credit terms are given on the invoice payment is due immediately.
- 4.4 We reserve the right to charge interest on overdue invoices in accordance with the Late Payment Of Commercial Debts (Interest) Act 1998

5 Intellectual Property Rights (IPR)

- 5.1 Unless explicitly agreed in writing, all IPR deriving from systems developed by us rests with us.

- 5.2 In accordance with 5.1 above, unless stated otherwise we grant a full licence to the customer to make use of such systems internally within the scope of the original project indefinitely.

6 Warranty & Liability

- 6.1 Hardware systems assembled, tested and supplied by us badged as “Ginger Monkey” machines are supplied with a one year warranty on all parts and two year warranty on labour. In the event of warranty work being required the system must be returned to us by prior agreement and at the customer’s expense unless expressly agreed in advance.
- 6.2 We provide no specific warranty on any off-the-shelf hardware or software we may supply. The original manufacturer warranty shall apply to all such goods.
- 6.3 There is no warranty, express or implied, on software systems developed by us.
- 6.4 We accept no liability for injury, damage or loss (financial, data, or otherwise) resulting from the use of any systems, hardware or software, built, supplied or configured by us.
- 6.5 Any warranty offered by us does not effect purchaser’s rights under the original manufacturer’s warranty which may exceed the level of warranty from ourselves.
- 6.6 With the exception of items that are “dead on arrival”, return carriage costs are the responsibility of the purchaser.
- 6.7 Items being returned as “dead on arrival” must be notified to us within 5 working days of delivery.

7 Distance Selling (Consumer Sales Only)

- 7.1 Hardware systems sold to consumers fall under the distance selling regulations. Such goods may be returned for any reason for a full refund within seven calendar days of delivery. Goods returned under these regulations must be returned complete and in the original packaging and condition as received. Return carriage is at the customer’s expense unless expressly agreed otherwise prior to return.