



TERMS AND CONDITIONS

1 GENERAL

- 1.1 In these terms and conditions (the "Conditions") the "Company" shall mean CASIO ELECTRONICS COMPANY LIMITED. The "Buyer" shall mean any person, company or other organisation that is placing an order with the Company for purposes which are related to its trade, business or profession. The "Products" shall mean any item (including any labelling and packaging) and/or service bearing the "CASIO" trade mark which is to be sold and/or supplied by the Company to the Buyer and these Conditions shall apply (so far as permitted by application law) to all sales of Products by the Company to Buyer in the European Union.
- 1.2 These Conditions together with the relevant order form constitute the entire agreement (each such agreement being a "Contract") between the Company and the Buyer relating to the Products.
- 1.3 The Buyer acknowledges that it is not and will not hold itself out as a distributor or an agent of the Company.

2 ORDERS

- 2.1 All orders for Products made by the Buyer whether verbally, by EDI, online, in writing or in any other way ("Orders") shall be made pursuant to these Conditions. For the avoidance of doubt, each Order together with these Conditions forms a separate Contract. Any provisions of an Order or the Buyer's terms and conditions of purchase which are inconsistent with these Conditions shall be ineffective unless confirmed in writing by the Director, Finance or Credit Manager of the Company.
- 2.2 Cancellation of an Order by the Buyer will only be effective if sent in writing and agreed by the Company in writing prior to the Company despatching the relevant Products.

3 AVAILABILITY

- 3.1 All Products are subject to availability. An Order for any Product, which is not available at the time of the Order, will be held by the Company pending availability of such Product. Substitutes or replacements may be offered or advised accordingly.
- 3.2 The Company operates a policy of continual improvement of the Products which may result in a change to the model of a Product. Any changes made will be notified to the Buyer prior to delivery so far as the Company is able to do so.

4 PRICES

- 4.1 Unless fixed prices have been expressly agreed in writing by the Company, the price payable by the Buyer shall be the most recent price list sent to the Buyer before it places an Order. A handling charge of £5.00 (five pounds) or any other amount stipulated by the Company from time to time is payable on any Order below the value of £250.00 (two hundred and fifty pounds).
- 4.2 If before delivery of any of the Products there is any change to the price of the Products which is due to reasons beyond the control of the Company (e.g. an increase in the cost of materials), the Company shall be entitled to reasonably adjust the price of the Products to take account of any resultant increases in the cost of manufacturing or supplying the Products.
- 4.3 Any expedited delivery or other special packaging requirements for an Order shall be charged in addition.
- 4.4 All prices are (unless expressly stated otherwise) exclusive of VAT, where applicable.
- 4.5 The Buyer shall be responsible for any costs incurred by the Company as a result of the Buyer's negligence and/or default under any Contract (including, but not limited to, storage costs).
- 4.6 The Buyer shall not be entitled to make any deduction from any payment due to the Company in respect of any set-off or counter claim, unless the validity and amount have been expressly admitted in writing by the Company.

5 PAYMENT TERMS

- 5.1 Payment terms are 30 days from the invoice date. Time of payment shall be of the essence of each Contract and all payments payable to the Company under any Contract shall become due immediately upon termination of that Contract. The Company reserves the right to charge interest on amounts overdue for payment from the due date until the actual date of payment at the rate of 4% per annum above the base lending rate for the time being of HSBC Bank plc (or any successor bank). However, the Company also reserves the right to claim interest to which it may be entitled under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.2 Payments received by the Company from the Buyer shall (in the absence of any contradictory evidence) be deemed to have been applied by the Company first to the oldest invoices issued to the Buyer then outstanding.
- 5.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 5.4 The Company reserves the right:
(a) not to despatch any further consignments of any Products agreed to be supplied under;
(b) not to supply any repair services under; or
(c) to cancel,
the Contract if the Buyer fails to pay the price or any part thereof or any other monies payable by the Buyer by notice in writing to the Buyer. The Company shall not be liable to the Buyer for any loss incurred by the Buyer due to such delay or cancellation.
- 5.5 Any additional outside costs incurred by the Company (e.g. agents' fees, legal fees and court fees) as a result of overdue payments from the Buyer under a Contract shall be payable by the Buyer.
- 5.6 Failure to comply with this Clause 5 or any other payment provisions under a Contract may result in the permanent loss of any credit facilities provided to the Buyer.
- 5.7 Alternative price and payment terms will only be binding if confirmed in writing by the Director, Finance or Credit Manager of the Company.

6 DELIVERY

- 6.1 Dates or periods for delivery are approximate only and time for delivery shall not be of the essence of any Contract. If delivery is unreasonably refused by the Buyer, Buyer will be liable for any costs as set out in Clause 4.5.
- 6.2 The despatch of the Products will be made as soon as reasonably practicable following an Order and after the Products become available to the Company.
- 6.3 The Company may deliver the Products in instalments, and where it does so, each delivery shall constitute a separate Contract and failure by the Company to deliver any one of the instalments in accordance with the Contract governing any Order or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other Contract with the Company as repudiated.
- 6.4 Delivery shall be deemed to take place:
- (a) in the case of Products to be collected from the Company's premises, at the time of having completed the loading of the Products onto the vehicle collecting them; or
 - (b) where the Products are to be delivered by the Company's transport facility (including any independent carrier engaged by the Company) to the location notified by the Buyer, at the moment the Products are lifted from the delivery vehicle at the confirmed point of delivery.

7 SHORTAGES OR DAMAGE IN TRANSIT OR NON DELIVERY

- 7.1 The Buyer must examine the Products immediately on delivery. The Company reserves the right to reject any claims in respect of shortages or damage in transit or non delivery of the Products unless the same are submitted in writing to and accepted by the Company within 14 days after delivery of the Products, or in the case of non delivery 14 days after the invoice date.
- 7.2 Subject to the other provisions of these Conditions, the Company will not be liable for any direct, indirect (both of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), or failure to make delivery of the Products due to circumstances beyond its control, nor will any delay entitle the Buyer to terminate or rescind the Order unless such delay exceeds 70 days.
- 7.3 Any liability of the Company for non delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing an appropriate credit note against any invoice raised for such Products.

8 TITLE AND RISK

- 8.1 Property in Products shall not pass to the Buyer until the Buyer has paid all monies owed by it to the Company under any Contract and all other monies due from the Buyer to the Company.
- 8.2 Until ownership of the Products has passed to the Buyer, the Buyer must:
- 8.2.1 hold the Products on a fiduciary basis as the Company's bailee;
 - 8.2.2 store the Products (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 8.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 8.2.4 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risk to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
 - 8.2.5 hold any proceeds of the insurance referred to in Clause 8.2.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 8.3 The Buyer may resell the Products before ownership has passed to it solely on the following conditions:
- 8.3.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - 8.3.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 8.4 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.
- 8.5 The Buyer grants to the Company, its agents and employees an irrevocable licence to enter any premises where the Products are or may be stored on reasonable notice in order to inspect them, or, where the Buyer's right to possession of the Products has terminated, to recover them.

9 TERMINATION OF THE CONTRACT OR WITHDRAWAL OF PRODUCTS

- 9.1 The Company shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part any Contract or to suspend any further deliveries of Products to the Buyer in any of the following events:
- (a) the Buyer fails to make payments on the due date under any Contract;
 - (b) the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or being a body corporate has passed a resolution for voluntary winding up or if a petition has been presented for any order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if being an individual or partnership the application has been made for an interim order or a petition has been presented for a bankruptcy order; or
 - (c) the Buyer is in breach of any of these Conditions (notwithstanding that on a former occasion the Company may have waived its rights in respect of such a breach).

10 WARRANTY

- 10.1 Save as set out in Clause 10.3 the Company warrants to the Buyer that all Products (excluding any batteries) delivered to the Buyer will for the periods set out in Clause 10.2 (the "Warranty Period"):
- 10.1.1 be fit for the purpose notified to the Company in writing as the purpose for which they will be used and/or for the purpose for which such Products are normally used; and
 - 10.1.2 correspond in all material respects with the specification under which they were sold.
- 10.2 The Warranty Periods in Clause 10.1 shall be:

- 10.2.1 2 years from the date of delivery for Products which are ‘consumer’ in function, for example: calculators, watches, musical keyboards, portable televisions, digital cameras; and
- 10.2.2 1 year from the date of delivery for all other Products.
- 10.3 Where the Company and Buyer agree to a “buy out warranty” arrangement in return for a price discount or other consideration, Clauses 10.1, 10.2, 12.1 and 12.2 shall not apply to any Products subject to a “buy-out warranty” arrangement and which are returned to the Buyer or other retailers by the end-user rather than returned directly to the Company.
- 10.4 All samples, illustrations, colours, drawings and diagrams in the Company’s catalogues, trade literature and other published matter are of a generally informative nature and approximate only and are subject to change without notice and none of these shall form part of any Contract or give rise to any independent or collateral liability of whatsoever nature on the part of the Company.
- 10.5 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from all Contracts.
- 10.6 Where the Company warrants the life of a battery, the life of the battery shall be calculated from the date the battery was fitted in the Product and not from the date of delivery of the Product.
- 11 LIMITATION OF LIABILITY
- 11.1 Save as provided for in Clauses 7.2 and 7.3, the liability of the Company in respect of any claim (including in negligence) from any Buyer relating to the Products (other than in respect of death or personal injury resulting from negligence or damages resulting from the fraudulent misrepresentation or other mandatory responsibility of the Company) shall not in any event exceed the order price of the relevant Products plus an additional ten per cent (10%). The prices for the Products have been quoted on the basis of this limitation. The Company is prepared to accept reasonably greater levels of liability by separate written agreement with the Buyer but any increase shall be limited to the retail price of the Products at the order date multiplied by three (3).
- 11.2 The Company will not in any event be liable for: (a) any loss of profit, goodwill or business suffered by the Buyer; (b) any indirect or consequential loss or damage suffered or incurred by the Buyer (including without limitation loss of production or loss of profit) in relation to the Product (other than in respect of death or personal injury resulting from negligence or damages resulting from the fraudulent misrepresentation or other mandatory responsibility of the Company); or (c) the deletion of data as a result of malfunction of any Product (the Buyer should make adequate back up provision).
- 12 REPAIRS OR REPLACEMENT OF PRODUCTS
- 12.1 Any Products shall, during their applicable Warranty Period, be repaired or replaced (with the same or similar model), at the Company’s option, free of charge, if there is any breach of the warranties in Clause 10.1. The warranties do not cover defects arising from accidental damage, misuse or normal wear and tear.
- 12.2 Any defective Products which are to be repaired or replaced under a warranty claim must be returned to the Company. The Buyer claiming under a breach of warranty must, on returning the Products, supply copies of the Invoice and a brief description of the nature of the fault. In the event that a Product is returned for repairs for the same fault a second time, the Buyer must notify in writing the previous relevant Company repair reference.
- 12.3 The Company shall not be liable for any claim for repair or adjustment of a Product if the fault is caused by improper repair or adjustment made by anyone other than an employee of the Company or another authorised repairer.
- 12.4 The Buyer shall ensure that any Product returned for repair or adjustment is appropriately insured. The Company shall not be liable for any Product that is lost in transit to the Company.
- 12.5 The Company may at its discretion provide an estimate of repair costs where such estimates are required for insurance purposes provided that the Buyer notifies the Company in writing of this request.
- 12.6 For the avoidance of doubt, the Buyer shall not be entitled to return any unsold non-defective Products to the Company.
- 13 DEAD ON ARRIVAL POLICY AND RECALLS
- 13.1 In the unlikely event of a Product failing to work at the point of delivery or at the point of sale (a “Dead on Arrival Product”), the Company will replace such Product providing:
- 13.1.1 the claim for the Dead on Arrival Product is made and reported in writing to the Company within 28 days from point of sale and in any event within six months of product being delivered to the Buyer.
- 13.1.2 the Dead on Arrival Product is still in its new and unused condition;
- 13.1.3 the Dead on Arrival Product is returned in its original packaging with all its components including, but not limited to, any software, cables and manuals;
- 13.1.4 proof of purchase by the Buyer’s customer (if relevant) and a copy of the relevant Company invoice are provided at the time of claim; and
- 13.1.5 the Dead on Arrival Product is returned to the Company within 7 days of being given an authorisation number by the Company, at which time a replacement Product will be dispatched. The authorisation number must be quoted on all correspondence.
- 13.2 All Products claimed to be Dead on Arrival Products will be checked by the Company and those found not to be valid Dead on Arrival Products will incur a minimum inspection recharge of £50.00 plus VAT and will be returned in the condition received by the Company without a credit being issued (the “Minimum Recharge”).
- 13.3 Any Product found to be missing component parts other than due to the fault of the Company, shall incur a charge to the Buyer of the Minimum Recharge or at the cost of the missing part, whichever is the greater.
- 13.4 Any Product returned which contains obvious signs of wear and tear, misuse or physical damage resulting from use, will incur the Minimum Recharge.
- 13.5 The Company cannot be held responsible if the Buyer, through its own internal procedure, provides to its customer a credit or replacement Product, and the Company subsequently returns the claimed Dead on Arrival Product to the Buyer for any of the reasons in Clauses 13.2 to 13.4 inclusive.
- 13.6 The Buyer shall use best endeavours to aid the Company in the event of a recall of any of the Products.

14 FORCE MAJEURE

In the event of any cause beyond the control of the Company (including war, rebellion, revolution, strikes, lockouts, breakdown of plant, failure of telecommunications, malicious computer code or government/or other regulations, rules, laws or decrees) preventing or hindering its obligations under this contract from being carried out, it will not accept any liability for any loss or damage resulting thereof and shall be entitled by notice in writing to the Buyer to cancel any Contract made pursuant to these Conditions or to extend the time or times of delivery as a result of such cause.

15 INTELLECTUAL PROPERTY

15.1 The Buyer shall leave in position and not cover, deface or erase any notices or other marks (including without limitation serial numbers and notices that a trade mark, design, patent or copyright relating to the Products is owned by the Company or a third party) which the Company may place on or affix to the Products.

15.2 Save as set out in Clause 15.3 below, the Buyer shall not use any trade mark of the Company on its notepaper or in any other way other than in relation to the Products in respect of which the Buyer has used such trade mark. In particular, but without limitation, the Buyer shall not in any of its stationery nor by any sign at its premises or otherwise indicate that it is in any way connected with the Company other than as a retailer of its Products.

15.3 The Company grants the Buyer a non-exclusive royalty-free licence to reasonably market the Products under the trade mark "Casio" and any associated logos and names from time to time. The Company reserves the right to terminate such licence at any time.

15.4 The Buyer acknowledges that all intellectual property rights in the Products do and shall continue to belong to the Company (or its licensors, as appropriate) and the Buyer agrees that it will not infringe any of the Company's intellectual property rights. In addition, the Buyer agrees to notify the Company as soon as it becomes aware of any third party infringement of the Company's intellectual property rights.

16 OTHER PROVISIONS

16.1 The Company is a Data Controller for the purposes of the UK Data Protection Act 1998 (the 'Act') and processes any personal data (the 'data') held relating to the Buyer (including any employees) in accordance with the Act. The Company will process the data for the purpose of carrying out its business and associated activities. In addition the data may be used for 'direct marketing' purposes both by the Company and any third parties companies whom the Company feels may be relevant to the Buyer. The Buyer can ask for a copy of all data held on the Buyer by the Company and can object at any time to the use of its data by contacting the Company in writing to the Credit Manager.

16.2 In order to process an Order the Buyer consents to the Company making enquires of credit reference agencies or other sources, who may use any information obtained (including personal data) for the purpose of risk assessment, fraud prevention and, if necessary, debt tracing.

16.3 No term of any Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

16.4 These Conditions and all Contracts shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.

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