

**BYTEBACK SYSTEMS FAX ORDER****CALIBRATION FORM**

Please Fax to : 01654 703277

**Business Name****Main Contact**

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**Address****Bodyshop Manager**

	<b>Telephone no:-</b>

**To be calibrated every...**1 Off calibration 6 Months 

(RECOMMENDED)

12 Months 

(TICK WHICH APPLIES)

 **Number of Scales to be Calibrated**

Cost of Calibration Per Visit:-

**First Scale - £99 + VAT****Addition Scales same visit: £39+VAT per unit****CALIBRATION PURCHASE ORDER FORM**

We, the undersigned hereby confirm that Byteback Systems Ltd have been instructed to provide an on-site Calibration Service for our Paint Scales. The frequency of this visit and number of scales to be included in this contract is defined in the above section. We instruct Byteback to instigate this contract on return and provide us with an Invoice quoting the below Purchase Order Number reference, following each visit.

**PAYMENT TERMS: 7 DAYS FROM DATE OF INVOICE****By signing this form, you agree to the above payment terms****Purchase Order Number**

(To be used as a reference for all calibration invoicing)

**Total Cost of Calibration (s)per visit.****£****+ VAT**

Please Complete the Information Below

Authorised Signature

Name of Signatory

Position

Date of Signature

## Byteback Systems Ltd – Terms and Conditions

### Pricing

The goods and or services will be invoiced at the prices shown on the respective accompanying quotation. VAT will be added to all goods and or services supplied at the rate in force at the date of the invoice. All quotations will be valid for 30 days unless otherwise stated on the quotation form. Byteback Systems Ltd reserve the right to amend a quotation within the specified period of validity.

### Acceptance of Orders

All contracts of sale made by Byteback Systems Ltd (the Supplier) shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the party with whom the Supplier is dealing (the Client). All orders are accepted subject to these conditions of sale unless otherwise varied by separate agreement in writing. Upon signing the order the Client agrees to take the goods and or services shown on the front of this Agreement and the Supplier agrees to supply the goods and or service shown on the front of this Agreement. Should a change to the quotation be made then a new order will be submitted for completion.

### Cancellation of Orders

If the Client wishes to cancel or postpone an order then Byteback Systems Ltd reserve the right to levy a fee for this cancellation as defined below.

### For System Supply and On-site Installation

Receipt of Cancellation Notice within 24 hours of Confirmation of Order Acceptance, excluding Saturday, Sunday and Bank Holidays, will incur a fee of £0 + VAT  
Receipt of Cancellation Notice after 24 hours of Confirmation of Order Acceptance, excluding Saturday, Sunday and Bank Holidays, will incur a fee of £150 + VAT

### For Consumable Supply or Other Equipment Supply to be dispatched on same day of order

No cancellation notice can be accepted by Byteback Systems Ltd for such scenarios, the agreed and confirmed quotation charge will be invoiced to the Client. Any additional charges in returning goods from their delivery point and re-shipping to the Client will also be levied.

### Delivery of Goods

Byteback Systems Ltd will undertake to deliver requested goods or services, as per supplied quotation, within the required timeframe. Byteback Systems Ltd cannot accept any liability for damage in transit or delayed deliveries.

### Satisfaction of Goods

Byteback Systems Ltd cannot accept any liability for product conformity or suitability. If the supplied goods do not function within the scope of the requirements, then providing suitable understanding and description of the requirements has been received, Byteback will accept the goods as returned from the Client within 3 working days of initial delivery to the Client, subject to all original packaging and contents being present and the equipment being in original condition and full working order.

### Payment Terms

Unless otherwise expressly stated in writing by the Supplier all payment terms are immediate payment at the invoice date or on installation if the goods are installed by Byteback. If any sum payable becomes overdue the Supplier reserves the right to charge interest on a day-by-day basis from the original due date of receipt by the Supplier of the sum due. The rate of such interest shall be three percent above the base rate of the National Westminster Bank in force from time to time. Failure to satisfy any given payment terms and conditions may result in review of the conditions for the future and may result in a pausing of all further supply requests until such payments are satisfied. Byteback reserve the right to refuse credit to any party failing to meet or accept the payment conditions provided to that party. For Payment Terms relating to Paint-It and other rented products, please refer to Byteback Systems Ltd Software and Hardware Rental Terms & Conditions, which are accepted in addition to Terms & Conditions of Sales & Ordering.

### Property and Title

1. No property or title to goods shall pass from the Supplier to the Client unless and until the Client has made full and complete payment to the Supplier of all sums due from the Client in respect of the goods and the Client shall indemnify the Supplier against any loss or damage to the goods prior to the passing of the property therein whilst in the Clients custody.
2. Software products supplied by the Supplier are Licensed to the Client and shall not be resold or sub-licensed without written permission from the Supplier. In the case of third party software products (run-time licenses etc.) these products remain the property of the original Supplier, although a life time license to use such third party software products is given by the original supplier.
3. Responsibility for software licenses issued by the Supplier (Byteback Systems Ltd) will lie with the Client or the Client's nominated party, e.g. installed site. Loss of such licenses provided and liability for those licenses on-site will be the responsibility of the Client or Client's nominated site. Byteback Systems Ltd will accept no liability for replacement of lost licenses; all replacements must be purchased in full by the Client or Client's nominated party. Full proof of supply and delivery of any licenses or software provided by Byteback Systems Ltd will be available from the Supplier (Byteback Systems Ltd).

### Force Majeure

In the event that the Supplier is prevented from carrying out its obligations under this agreement 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 Supplier shall be relieved of its liabilities under this contract for as long as such fulfilment is prevented.

### WARRANTIES & MAINTENANCE

1. All goods and services provided by the Supplier are warranted free from defects in materials and workmanship for a period of one calendar year unless expressly shown on the front of this agreement.
2. Unless expressly shown all warranties and or on-site maintenance expires one calendar year from delivery/ installation and may be extended and or renewed by optional maintenance/support contracts offered by the supplier.

### What is Not covered by these warranties

No express or implied warranty is made for any defects in this product which result from accident, abuse, misuse, failure to operate the product in accordance with relevant instructions, neglect, immersion in or exposure to chemicals, liquids or dirt, extremes of climate, fungus, excessive wear and tear and defects resulting from other extraneous causes such as battery leakage or any disassembly, repair or modification not authorised by or carried out by the Supplier, returns of products to the Supplier inadequately packaged to prevent damage during transit. Consumable goods such as but not limited to printer ribbons, cables, fibre optic cables.

The Supplier will not, in any event, be liable for any loss including consequential loss, caused by any error, defect or failure of the computer system hardware or software, or howsoever otherwise arising, including but not limited to loss of use, loss of stored data, loss of profit or loss of contracts.

This limitation of liability shall not apply to consumer transactions nor to any liability for death or personal injury arising from the negligence of the Supplier or its employees.

This warranty shall not extend to any incidental or consequential damages arising from the purchase, use or inability to use this product, even if the Supplier has been advised of the possibility of such damages.

### Limitation on Implied Warranties

Any implied warranties for products, including merchantability and fitness for a particular purpose, are excluded to the fullest extent permitted by law and where not capable of exclusion are limited to 1 years from date of original purchase.

### The Suppliers Liability

1. The Supplier shall under no circumstances whatsoever be liable for any indirect or consequential loss howsoever caused.
2. The Supplier's liability in respect of breach or non-performance of any goods and or services shall be limited to the value of the goods and or services to which the claim relates.

### Booking of On-site Visits

All site visit bookings will be agreed with the Client 24 hours prior to due date. Failure by the Client to advise of any circumstances that may result in the visit being cancelled or unnecessary on the due day will result in a cancellation fee of £175 + VAT being levied against the Client. For cancellation of all visits whereby 3<sup>rd</sup> party bookings have been made and cancellation charges are to be levied against Byteback Systems Ltd (the Supplier), then any such cancellation fees will be charged to the Client directly.

### Training

Unless otherwise expressly stated in writing the Supplier makes no warranties that the training included within this contract will necessarily meet the Clients full requirements.

### Applicable Law

Every agreement to which these terms and conditions shall apply shall be construed in accordance with and governed in all aspects by the Laws of Great Britain. An individual's statutory rights are unaffected by any restrictions contained in the Suppliers Guarantees, Warranties or Terms & Conditions.