

1. DEFINITIONS

'The Company' means Go Education plc.
'The Customer' means any third party to which the Company may agree to sell goods in accordance with the Company's standard conditions of sale.
'The goods' mean the articles or things or any of them or any part or parts of them to be provided by the Company in accordance with the Company's standard conditions of sale.

2. GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions (Company's standard conditions of sale) and save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations, expressed or implied and statutory or otherwise, except as to title, are hereby excluded. Any order placed by a Customer shall constitute an offer to contract upon these express terms and conditions and no addition thereto or variation therefrom whether contained in the Customer's order, or otherwise shall apply unless expressly agreed in writing by the secretary or a director of the Company.

3. ORDERS

All orders are subject to availability of the goods and to written acceptance by the Company's authorised representative. Any prior confirmation by the Company by e-mail, facsimile or telephone shall be deemed to be provisional only.
The Customer agrees to send to the Company a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by the Company; otherwise the Company cannot accept liability for any duplication of delivery that may occur.
Cancellation or amendments of orders are subject to a charge, as stated in Clause 12(b).

4. PRICES

(a) Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication of price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.
(b) All quoted or listed prices are inclusive of Value Added Tax or other tax and are based on the cost to the Company of supplying the goods to the Customer. The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, such as, without limitation, alteration of duties, significant increase in the price charged to the Company by its supplier for the Goods.

5. MANUFACTURER'S SPECIFICATION

The Company will not be liable in any respect for any loss or damage caused by or resulting from any variation for whatever reason in the Manufacturers specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. CARRIAGE AND DELIVERY

Except as in accordance with the Company's catalogue, prices do not include delivery charges to the Customer, and the Company reserves the right to levy a charge for delivery to any other destination advised by the "Customer".
The period of delivery shall be the later of the period specified for delivery by the Company and shall be calculated from the time of the receipt by the Company of the Customer's Order, or clearance of the Customer's cheque. The Company will notify the Customer if there is any delay or if the item is no longer available. If the product is no longer available the order will be cancelled automatically by the Company.
Any times quoted for despatches or performances of services are to be treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them.
Delivery of the goods shall be deemed to have occurred on despatch of the goods from the Company's premises (or from the premises of the Company's appointed fulfilment house where outsourced).

7. PASSING OF RISK AND PROPERTY

(a) Risk in the Goods shall pass to the Customer on delivery.
(b) Property in the Goods shall remain in the Company until the Customer thereof has made payment in full.
(c) If the Customer has not made payment in full as per agreed terms and conditions the Company may require the Customer to return the Goods forthwith and if this requirement is not immediately complied with the Company shall be entitled at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the Customer and sever the Goods from anything they are attached to without being responsible for any damage thereby caused) without prejudice to any other remedy that may be available to the Company.
(d) When the goods or services are delivered in instalments, each delivery shall constitute a separate contract.

8. DEFECTS AND USE

(a) Except where provided otherwise in these Conditions, the Company shall to the extent permitted by law be under no liability of whatsoever kind however caused whether or not due to the negligence or willful default of the Company or its servants or agents arising out of or in connection with the Goods or their use. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded. The Customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof, unless otherwise agreed. In any case, the Company's liability shall be limited to direct loss and will not include indirect or consequential loss.
(b) In the case of defective or faulty Goods or any part thereof the Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Company under any guarantee or warranty given to it by the manufacturer or supplier thereof.

9. GUARANTEE

In respect of goods the subject of any warranty or guarantee given by the manufacturers of the same the manufacturer's warranty or guarantee takes precedence over all other warranties or guarantees. Notwithstanding this, the Company guarantees to the Customer that such goods will be free from defects caused by faulty materials or poor workmanship for a period of one year. Under this warranty, and provided the Customer has paid for the goods, the Company will, at its option, either repair or give a replacement of equivalent quality or issue credit to the Customer for any goods found to be defective because of faulty maintenance by the Company provided that:
(i) The Company is notified in writing within 7 days of the Customer first discovering any such defects,
(ii) The Goods have been used in an appropriate manner and/or as prescribed in the operating instructions (if any);
(iii) The defective goods are returned to the Company at the Customer's expense,
(iv) Examination by the Company of such Goods discloses to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Company;
(v) The Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with, and
(vi) The Customer shall pay to the Company the cost (as specified by the Company) of any examination of such goods as a result of which the Company denies liability.

10. RETURN OF GOODS

All goods must be returned in good condition and together with all parts and instructions manuals pertaining to the Goods which are being returned. Where the Customer for whatsoever reason rejects the Goods, the Company will only accept the return of such goods provided that it receives written notice thereof within 14 days of receipt of the Goods provided that the Goods are returned to the Company within the same 14 days. Any refunds will be made at the Company's discretion, less the amount incurred by the Company for the delivery/carriage charges both to the Customer from the Company and to the Company from the Customer. All goods returned must include all original packing and manuals and must be returned in the same condition that it was despatched to the Customer. Any damage or loss to either the goods, packaging or manuals will affect the amount of refund to be made.

11. PAYMENT

(a) Punctual payment is the essence of the Contract. Provided that the Company has granted the Customer credit facilities, settlement terms are as specified thereof. In the absence of credit facilities having been granted by the Company, payment shall be in advance, notwithstanding that such payment shall not constitute deemed acceptance of the offer to purchase by the Customer.
(b) When the goods or services are delivered in instalments, the Company reserves the right to seek payment with or without the presentation of an invoice for that part of the order for which delivery has been completed at the date of the demand.
(c) The Company reserves the right to suspend deliveries where payment is not received in accordance with any alternative terms of payment agreed in writing.
(d) Where payment is not made in accordance with the terms of sub-clause (a) above hereof the Customer shall pay interest on any unpaid amounts calculated at 3% above Barclays Bank Plc's base rate for the time being in force calculated on a daily basis. In addition the Customer shall reimburse the Company for the costs incurred in the collection of the debt or the recovery of the Goods including the Company's Solicitors fees and disbursements on an indemnity basis.

12. CUSTOMER'S DEFAULT AND CANCELLATIONS AND RE-SCHEDULING OF DELIVERIES.

(a) If the circumstances or status of the Customer changes for whatever reason, (e.g. bankruptcy or receivership, change of name, litigation by the Company or other parties, etc.) the Company reserves the right without prejudice, to cancel or suspend trading with the Customer including

orders in progress and to demand immediate settlement in full of all outstanding Invoices.

(b) Requests by a Customer to cancellation or amendment of any order or for the rescheduling of deliveries will only be considered by the Company if made in writing and shall be subject to the written acceptance by the Company or if cancelled or re-scheduled at the Customer's request, then the Customer shall indemnify the Company against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising from that Order and the cancellation, amendments or rescheduling thereof to be calculated at 10% of the value of the order with a minimum cost of FIVE UK pounds (£5.00)

13. INSTALLATION SERVICES

All installation work is subject to the terms and conditions of installation laid out in a Site Survey form which must be received by the Company or its appointed engineers at least 5 working days prior to any date(s) provisionally agreed for commencement of installation work. Where a fully completed site survey form is not received as above, the Company reserves the right to vary the installation date(s). Any date(s) provisionally agreed will remain provisional unless confirmed by the Company or its appointed engineers in writing to the Customer.

14. FORCE MAJEURE

The Company shall not be liable for the cancellation of any order or any unfulfilled Part thereof or for effecting partial delivery if performance by the Company is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Company whether such cause existed or was foreseeable at the date of acceptance of the Customers Order by the Company or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent hinder or delay the Company if Company is thereby prevented, hindered or delayed from fulfilling their commitments whether to the Customer or to third parties.

15. NON-STANDARD GOODS

Unless otherwise agreed the Goods are supplied in accordance with the Manufacturers standard specification. The Company reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for goods of non-standard specifications and in no circumstances will it consider cancellation of such an order, or the return of the Goods.

16. SEVERABILITY

If and to the extent that any provision or any of the provision of the Company's standard of sale is illegal, void or unenforceable for any reason, then such a provision or part thereof (as the case may be) shall be deemed to be severable from the remaining part or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

17. WAIVER

No waiver by the Company of any breach of Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

18. FORMS

It is hereby acknowledged by the Customer that the only terms and conditions of trade which apply to the supply of goods by the Company to the Customer are included herein and no other.

19. ASSIGNMENT

The contract of which these Conditions form part is personal to the Customer who shall not assign the benefit thereof without the Company's written consent

20. JURISDICTION

These conditions and the Contract shall be construed and applied in accordance with the Law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.

21. WEBSITE ORDERS

In addition to the above standard terms, orders placed on the company's websites are subject to the website terms and conditions, which are available for viewing on each of the company's websites and, where applicable, override the standard terms stated above.