



Sales Terms and Conditions

Egton customers can purchase a wide range of hardware from Egton at highly competitive prices. Egton specialises in supplying the healthcare and local authority; all hardware sold by Egton has been thoroughly tested. Purchasing hardware from Egton has the added benefit of access to our full range of high quality hardware support services.

1 General

These terms and Conditions apply to the person or organisation (the Customer) shown on the quotation or invoice and are designed to comply with current legislation.

2 Application

These Terms and Conditions shall apply to all orders placed with Egton (including telephone orders). Acceptance by Egton is conditional upon acceptance by you the customer, and shall override all other Terms and Conditions, but not limited to the terms, conditions or stipulations contained in the customers purchase order, or terms on Egton quotes.

3 Quotation

Quotations are valid for 30 days from the date shown on the quote. With each quote is an Order Acceptance Form, this must be completed and sent to Egton as it details the Quote reference numbers. Orders may be received by writing, email, fax, or telephone, but are only binding when a written Order Confirmation is received from Egton. Quotations for New Installations and Upgrades are provisional, and cannot be confirmed until a Pre-Installation or Upgrade Visit has confirmed the exact requirements. Placing an order with Egton implies that you accept this agreement.

4 Order Confirmation

When the Order Acceptance Form has been sent to Egton, we will send you written confirmation of acceptance, with delivery and installation dates if applicable, normally within 30 days, if we are unable to perform within 30 days we will liaise with the customer to agree alternative dates

4.1 New Installations & Upgrades Order Confirmation

Once the Pre-Installation or Upgrade Visit has been completed, you will be sent an Order Confirmation, this may differ from the original quote. To accept our Order Confirmation, we require you to sign and return the letter to Egton, within 14 days. If the Order Confirmation Acceptance is not received, Egton reserves the right to postpone the installation date, and the normal lead times for engineers will apply.

5 Prices

Prices shown on quotations are exclusive of VAT. The price of the Equipment is based on the supply of the Equipment to the address specified on the quotation.

6 Payment

Payment for goods is normally to be made before the supply or if agreed within 30 days of the invoice date. Cheques are normally accepted; payment can also be made with debit or credit cards. Payment of your invoice on time is essential, and Egton may suspend deliveries until payment for orders has been received in full. Egton has the right to charge the maximum statutory interest on outstanding balances from the date due until the date of payment.

7 Specifications, etc.

Any specification information sheets or technical illustrations contained in sales literature and price lists are approximate only, and shall not form part of this agreement. This information cannot be copied, reproduced or communicated to any third party without consent from Egton.

8 Delivery

Delivery dates are estimates. Only where Egton expressly agrees in writing to be bound by a delivery date, as being the essence of this agreement, Egton will not be liable for direct, indirect or consequential loss arising from part, late or non-delivery.

8.1

Delivery shall be made during normal working hours (excluding local and national holidays), only to the address stated on the invoice, or if requested to a specified address. If the Customer requires delivery to be made outside such times, an additional charge shall be payable. Egton reserves the right to deliver in more than one delivery. Customers are to make provision to move the Equipment from the threshold to the area of storage.

8.2

The Customer shall prepare the area of delivery and installation for the Equipment and provide free access to the location and to any services or facilities that may be required to deliver and install the Equipment. Where the same has not been prepared or provided or Egton is prevented from carrying out delivery or installation at the pre-arranged day and time through no fault of Egton, Egton shall be entitled to charge for same.

8.3

Delivery of Equipment will be made to the threshold of the delivery address. The courier is not insured to deliver, or place Equipment inside the Customer's premises. Equipment, particularly servers, may be delivered on a pallet. Provision is to be made by the Customer to accept these types of delivery. Disposal of packaging material is the responsibility of the Customer.

9 Returns Policy: Damage, Shortage or Loss in Transit

Egton accepts responsibility for damage, shortage or loss in transit if the Customer notifies the same to Egton within three days of receipt or proposed date of receipt of the Equipment. Loss or damage suffered by the Customer, which is directly attributable to such part, or late or non-delivery shall be limited to the value of the Equipment not delivered. All deliveries of Equipment must be signed for from the courier.

9.1 Damaged Equipment

If after delivery the Equipment is found to be physically damaged or incomplete, Egton/ must be notified within three days, and Central Operations Customer Service Advisors will issue an Egton Customer Reference (ECR) Number. Once an ECR has been issued, we will arrange delivery of the replacement first, and then collect the damaged Equipment. The ECR number is to be recorded on paper and placed inside the Equipment packaging. Packaging is not to be defaced.

9.2 Dead on Arrival (DOA), Faulty within 14 days

Equipment found to be faulty within 14 days of delivery is to be notified to Egton to diagnose the condition. Once proved to be DOA, a replacement will be offered and an ECR number issued. A replacement will be delivered first, and then the DOA collected. All associated items, CDs, cables and publications must be included in the packaging. Egton will charge for missing items.

9.3 Faulty Equipment

All supplied equipment can be fault diagnosed by contacting Egton on 0845 125 5530. Manufacturer's warranties or Egton Support packs will then be invoked.

9.4 Unwanted Equipment

Unwanted Equipment must be notified to Egton within 7 days. Equipment that is not required may be returned to Egton once an ECR number has been issued. Egton will only accept Equipment if it has not been used, un-opened, packaging has not been defaced and is in a condition for resale. We cannot accept liability for goods that are damaged in transit that we collect from you; items are to be sufficiently packaged.

9.5 Non-Delivery

If a delivery date has been provided and the Equipment has not been received, contact Egton on 0845 124 5245.

10 Title to the Equipment

Title to the Equipment detailed in the Order Confirmation will pass only upon full payment. Until then you must insure the Equipment held at the delivery address. The Customer may use the Equipment, but shall not be entitled to dispose or sell until payment in full has been received by Egton.

11 Passing of Risk

Notwithstanding Clause 10 hereof, risk in the Equipment shall pass to the Customer upon delivery by Egton or its carriers to the Customer or his agent. Egton shall not be liable for any loss or damage to the Equipment from the time that the Equipment is so delivered.

12 Third Party Goods

If Egton agrees, we may install goods not purchased from Egton. All Equipment must be unpacked, set up on the workstation, and set up running in Windows ready for the Egton installation.

13 Egton Support Packs

Egton Support Packs can be purchased to extend the warranty and are normally valid for three years. The Egton Support Packs have added value, in that the Equipment will be restored to the same condition, i.e. Egton software will be reinstalled to the latest standard, IPs installed and loan Equipment can be offered while the faulty Equipment is being repaired, tested, etc.

14 Data Protection

Egton will comply with the Data Protection Act.

15 Cancellation of Orders

Customers may cancel the order prior to delivery. If goods have been delivered customers are responsible for the return cost of delivery. Private circuits, (Landlines/Branch links) provided by Egton are excluded from the cancellation periods, BT cancellation terms apply, available at www.bt.com/terms

16 Availability of Goods

Egton will make every effort to deliver goods to the timescales. If we are not able to deliver or meet the timescales we will inform you as soon as possible. Alternate arrangements can then be made.

17 Customer Obligations

Customers shall at all times when dealing with Egton, be co-operative courteous and provide access to facilities to enable Egton to perform its service duties.

18 Description of Goods

Goods offered by Egton will normally be accompanied with manufacturer's technical specifications. At the time we offer these goods we warrant that the goods are to the specification provided to Egton. If we cannot provide the Equipment on your invoice, we will always provide at least the same specification or higher, and you will be contacted prior to accept the change, any alternative goods that have been delivered and are unwanted will be collected by Egton without any cost to the customer.

19 Typographical Errors

We ensure to provide the correct pricing and descriptions possible, however, in the event that any goods are incorrectly priced, or for any other reason, we shall always have the right to refuse to accept your order.

20 Backing up Data

The Customer is responsible for the backing up, copying of data held on PCs, Disks or Servers. If Egton is upgrading your Equipment, i.e. if you have requested Egton to supply a new Hard Disk for a PC, it is the Customers responsibility to back-up the data held on the previous disk prior to removal. Any non-supplied software that is installed on PCs or Servers is also the responsibility of the Customer to remove, or back up, prior to the servicing of the Equipment by Egton.

21 Attendance of Personnel to Accompany the Egton Engineer

On the date agreed by Egton to visit the location specified on the quote/invoice the Egton engineer must not be left unaccompanied. A member of staff must always be available for security reasons, and queries.

22 Health, Safety, Fire and Environmental

Egton staff who visit and work in customer premises will comply with current legislation.

23 Supply of Goods & Services

Egton will take all reasonable steps to secure the observance of the provision and scope of all current legislation with regard to Race Relations; Sex Discrimination; Disabled Persons Employment, Distance Selling, Equal Pay, and the Human Rights Act for all employees in the delivery and supply of goods.

24 National Call Charges

Egton uses the 0845 telephone number, which is at a standard BT national rate, other network charges or mobile phone networks may apply, and customers need to check before calling.

25 Egton Liability

Egton shall not be liable to the Customer for any loss or damage whatsoever arising directly or indirectly in connection with these Terms and Conditions, the Equipment, its uses or otherwise. Egton expressly excludes liability for consequential loss or damage, whether or not the Equipment is in Egton's custody or control, or for loss or profit, business revenue, goodwill or anticipated savings. In any event that exclusion of liability contained in these Terms and Conditions shall be held invalid for any reason, Egton will only become liable for loss or damage limited to the price of the Equipment specified on the invoice.

26 Corrupt gifts and payments

The term "Prohibited Act" means:

Offering, giving or agreeing to give to any person employed by or otherwise associated with EMIS any gift or consideration of any kind as an inducement or reward:

- for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement;

- for showing or not showing favour or disfavour to any person in relation to this Agreement;
- entering into this Agreement where commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to EMIS; and includes (without limitation)
- committing any offence under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010; or
- committing any offence under any Act creating offences in respect of bribery or fraudulent acts; or at common law, in respect of fraudulent acts in relation to this Agreement or any other related agreement; or defrauding or attempting to defraud EMIS

27 Force Majeure

Egton shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of the Supplier which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, shortages or production problems.

28 Law

These Terms and Conditions are construed in accordance with English law.

How to contact us

Egton

Orders

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www.egton.net

Egton is a trading division of Egton Medical Information Systems Limited (EMIS)
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