



BOSS Connect Ltd Supplementary Terms

Sale of Goods

1. Application

These Supplementary Terms apply where BOSS Connect supplies goods, equipment, hardware, devices, accessories or software media to the Customer. They operate alongside the BOSS Connect General Terms and Conditions and any applicable order, proposal, service schedule or statement of work.

If there is a conflict, the order or proposal takes priority first, then these Supplementary Terms, then the General Terms and Conditions, unless the parties expressly agree otherwise in writing.

Terms defined in the General Terms and Conditions have the same meaning in these Supplementary Terms unless a different meaning is given below.

2. Goods, Specifications and Orders

BOSS Connect will supply the Goods described in the accepted order or proposal. The Customer is responsible for checking that quantities, models, specifications, delivery addresses and compatibility assumptions are correct before ordering.

Catalogues, brochures, online descriptions, samples and marketing information are general descriptions only unless expressly incorporated into the order in writing.

BOSS Connect may substitute Goods with equivalent or better Goods where the original Goods are unavailable, provided the substitution does not materially reduce functionality or value.

The Customer may not cancel, amend or postpone an order once accepted unless BOSS Connect agrees in writing. BOSS Connect may charge for Goods ordered, allocated, customised, configured or committed before cancellation.

3. Prices, Taxes and Changes

The price for Goods is stated in the order or proposal. Prices are exclusive of VAT, delivery, insurance, duties, packaging and handling unless stated otherwise.

BOSS Connect may adjust prices before delivery where supplier costs, exchange rates, taxes, duties, transport costs, shortages, specification changes or other costs outside its reasonable control change after the order is accepted.

If the Customer changes its requirements, delays delivery, requests additional configuration or provides inaccurate information, BOSS Connect may charge the resulting additional costs.

4. Payment

BOSS Connect may require payment in full or in part before ordering, dispatching or delivering Goods.

Where payment is by instalments, failure to pay an instalment when due entitles BOSS Connect to demand immediate payment of all remaining instalments and to suspend further delivery.

If the Customer cannot accept delivery on the agreed date, BOSS Connect may invoice as if delivery had taken place and may charge reasonable storage, insurance and re-delivery costs.

5. Delivery and Inspection

Delivery will be to the address stated in the order. BOSS Connect may choose the delivery method unless a specific method is agreed in writing.

Delivery dates are estimates unless expressly stated as fixed. BOSS Connect is not liable for loss caused by delayed delivery, but will use reasonable endeavours to minimise delay.

Goods may be delivered in instalments. Each delivery may be invoiced separately.

The Customer must inspect Goods on delivery and notify BOSS Connect in writing of shortage, damage or apparent defect within two Working Days. If no notice is received, the Goods will be treated as accepted, except for defects not reasonably discoverable on inspection.

BOSS Connect is not responsible for unloading, lifting, installation, data transfer, configuration, cabling, building works or making good unless expressly agreed in writing.

6. Risk, Ownership and Insurance

Risk in Goods passes to the Customer when delivered to the Customer, collected by the Customer, or handed to a carrier arranged by the Customer.

Ownership of Goods passes only when BOSS Connect has received cleared payment for the Goods and all other overdue sums owed by the Customer.

Until ownership passes, the Customer must keep the Goods insured, identifiable, protected from damage and free from any pledge, charge, lien or disposal.

If payment is overdue, the Customer becomes insolvent or BOSS Connect reasonably believes its ownership is at risk, BOSS Connect may recover and resell Goods that remain its property, subject to applicable law.

7. Manufacturer Warranties and Defective Goods

Most Goods are manufactured by third parties. BOSS Connect will pass through manufacturer warranties to the extent they are transferable.

BOSS Connect does not give a wider warranty than it receives from its own supplier or the manufacturer, except that it will supply Goods matching the agreed description and with good title.

If Goods are accepted by the manufacturer or supplier under warranty, the Customer must return them to the location notified by BOSS Connect, suitably packaged and at the Customer's cost unless BOSS Connect agrees otherwise.

BOSS Connect may choose to repair, replace or refund Defective Goods. This is the Customer's primary remedy for Defective Goods, subject to rights that cannot lawfully be excluded.

8. Returns

Goods may not be returned for convenience without BOSS Connect's prior written consent.

Approved returns must be unused, complete, reset, securely packaged, in original packaging where possible, and accompanied by proof of purchase and any return authorisation details.

BOSS Connect may refuse returns of configured, bespoke, special-order, opened software, licence-based, hygiene-sensitive or non-resaleable Goods.

BOSS Connect may deduct restocking, administration, carriage, testing, licence cancellation and refurbishment charges from any credit.

9. Software and Licences

Software supplied with or for Goods is licensed, not sold. The Customer must comply with all applicable licence terms and usage restrictions.

The Customer must not copy, modify, reverse engineer or transfer software except as permitted by law or the relevant licence.

Licence activation, renewal and support may depend on third-party vendor rules and platform availability.

10. Safe Use, Disposal and Environmental Responsibilities

The Customer must follow manufacturer instructions, safety guidance and any operational recommendations supplied with Goods.

If the Customer resells or transfers Goods, it must pass on relevant user, safety and manufacturer information to the recipient.

The Customer is responsible for lawful disposal of Goods, packaging, batteries and electrical equipment unless BOSS Connect expressly agrees otherwise in writing.

11. Finance Arrangements

Where the Customer asks BOSS Connect to assist with finance, any finance is subject to approval by the finance provider and separate finance documentation.

BOSS Connect is not responsible for the finance provider's decision, pricing, documentation or refusal to fund.

If finance is not completed after Goods are delivered, the Customer must immediately pay BOSS Connect the full unpaid price of the Goods unless BOSS Connect agrees an alternative arrangement in writing.

Document Control

Document	BOSS Connect Supplementary Terms - Sale of Goods - Complete Rewrite
Issue	1.0
Status	Draft for legal review
Prepared for	BOSS Connect
Notes	Completely redrafted supplementary terms for sale of goods.