

TERMS & CONDITIONS OF TRADE

1 INTERPRETATION

1.1 In these Conditions:

1.2 'QUOTE' Document signed by the Seller and the Customer detailing the Goods and Services to be supplied

'PROJECT DEFINITION DOCUMENT' (PDD) Document detailing the scope of the project and the obligations of the Seller and Customer

'AN ORDER' means an order from the Customer to the Seller for Goods and/or Services

'RESOURCE ONLY ORDER' Services that are defined and specifically directed by the Customer charged for on a Time and Materials basis.

'PRE PAID DAYS' Services paid for in advance in blocks of days available to be called off by the Customer within 12 months from order date.

'CUSTOMER' means the person whose order for the Goods and/or Services is accepted by the Seller

'CONDITIONS' means the standard Terms & Conditions (T&Cs) of sale set out in this document and (unless the context otherwise requires) includes any special T&Cs agreed in writing between the Customer and the Seller

'CONTRACT' means the contract for the purchase and sale of the Goods and/or Services

'EQUIPMENT' means any hardware or software, owned or otherwise, at the premises where the Goods and/or Services are delivered

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply or manufactures pursuant to an Order and in accordance with these Conditions

'GOODS RETURN NUMBER' means a number issued by the Seller to the Customer in respect of Goods to be returned

'NORMAL HOURS' means the hours between 9.00 a.m. and 5.30 p.m. Monday to Friday inclusive, excluded all bank and public holidays, unless otherwise specified

'SELLER' means Associated Network Solutions plc company number 3176761

'SERVICES' means the services which the seller is to supply pursuant to an Order and in accordance with these Conditions

'SYS CARE' means an ongoing support contract under which the seller supplies system support

'WRITING' includes telex, cable, facsimile transmission, electronic mail and comparable means of communication.

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF THE SALE

2.1 The Seller shall sell and the Customer shall purchase the Goods and/or Services in accordance with the PDD and/or Quote and subject to these Conditions, which shall govern the Contract to the exclusion of any other T&Cs subject to which any Order is made or purported to be made.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Seller.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Customer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, Quote, PDD, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 ORDERS AND SPECIFICATIONS

3.1 No Order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed by a signed Quote from the Seller's authorised representative.

3.2 The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods and/or Services shall be those set out in the PDD and Quote.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods or Services provided by the Seller in accordance with a specification submitted by the Customer, the Customer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Customer's specification.

3.5 The Customer shall at its own expense supply the Seller with all necessary data and other information to enable the Seller to perform the Contract. The Customer shall ensure the accuracy of all data and information.

4 SCHEDULING OF SERVICES

4.1 Prior to commencing the Services the project manager will agree the dates for the Services to be completed with the Customer and confirm this via email.

5 CANCELLATION OR CHANGE TO ORDERS

5.1 No Order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in Writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5.2 In the event that the Customer wishes to amend or cancel any confirmed scheduled Service date within 14 days of the scheduled date then the Customer shall be liable to the following:

5.2.1 an amendment charge of £950 per day amended or cancelled effected, where the Seller cannot utilise the engineer(s) on other chargeable work or

5.2.2 an amendment charge of £200 per day amended or cancelled effected, where the Seller can utilise the engineer(s) on alternative equivalent chargeable work with another customer.

5.3 Pre Paid Days have to be Scheduled within 12 months of the order date after this date they will no longer be valid.

6 PRICE OF THE GOODS AND/OR SERVICES

6.1 The price of the Goods and/or Services shall be the Seller's quoted price and confirmed on the Quote ("the price"). All prices quoted are valid for 14 days only..

6.2 Where the seller has agreed a fixed price and provision date for Services then such price will remain fixed until that provision date. However any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Seller adequate information or instructions may result in further reasonable charges.

6.3 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Seller.

6.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

6.5 The Seller reserves the right to charge fees in addition to the price if:

6.5.1 the Customer requires the Services to be provided outside Normal Hours; or

6.5.2 where in the Seller's opinion, more than a reasonable level of Services is being provided as a result of the Customer's untrained personnel operating the equipment; or

6.5.3 in the Seller's sole discretion additional time or expense is incurred as a result of the Customer's lack of instructions, the inaccuracy of the information supplied or any other cause attributable to the Customer

7 INVOICING

7.1 Goods will be invoiced upon shipment.

7.2 Syscare, Pre Paid Days and Resource Only will be invoiced on order.

7.3 All other Services will be invoiced on completion or on a work done basis up to the end of the calendar month, whichever is the earlier, unless otherwise agreed in writing.

7.4 In the instance where there has been a delay of more than one month that is not as a consequence of the Seller resulting in the Seller not being able to perform further Services then the Seller may invoice for work completed to date.

8 TERMS OF PAYMENT

8.1 The Customer shall pay the price of the Goods within 15 days of the date of the Seller's invoice and Services within 30 days of the date of the Seller's invoice (without any deduction or right of set off whatsoever). The Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

8.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

8.2.1 cancel the Contract or suspend any further deliveries or Goods and/or Services to the Customer;

8.2.2 appropriate any payment made by the Customer to such of the Goods and for Services (or the goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Customer); and

8.2.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

9 DELIVERY

9.1 Any dates quoted for delivery of the Goods and/or Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or Services however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Customer.

9.2 Where the Goods and/or Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9.3 If the Customer fails to take delivery of the Goods on the agreed dates, or fails to give the Seller adequate delivery instructions or fails to make necessary arrangements for accepting delivery at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and other expenses incurred and time expended.

9.4 Failure by the Customer to pay for part delivery of Goods and/or Services when payment is due shall entitle the Seller to withhold further delivery of Goods and/or Services.

9.5 The Seller reserves the right to refuse to take delivery of Goods returned by the Customer if the Customer has not first obtained a Goods Return Number and such number is not displayed on the packaging of the Goods returned.

9.6 The Seller shall be entitled to levy a 2% handling charge on goods returned if ordered in error or are no longer required by the Customer for whatever reason.

10 RISK AND PROPERTY

10.1 Risk of damage to or loss of the Goods shall pass to the Customer;

10.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Customer that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods or services agreed to be sold by the Seller to the Customer for which payment is then due.

10.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Customer shall be entitled to resell or use the Goods in the ordinary course of its business.

10.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Customer to deliver up the Goods to the Seller and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods and in doing so the Seller shall have no liability to the Seller or any third party for loss of data, software or other information belonging to the Seller or a third party.

10.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Customer does so all moneys owing by the Customer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

11 WARRANTIES AND LIABILITY

11.1 The Seller warrants that the Services will be provided with reasonable skill and care appropriate for performance of such services.

11.2 In respect of Goods not manufactured by the Seller, the Customer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Seller. Where the Customer has purchased Goods only ie not as part of a project then the risk of the Goods not performing to the Customer's requirements lies with the Customer and any claim must be taken up by the Customer with the manufacturer directly.

11.3 The Seller shall be under no liability in respect of any defect in the Goods and/or Services arising from any drawing, design or specification supplied by the Customer;

11.4 The Seller shall be under no liability in respect of any defect arising from none fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval. This will also lead to the invalidation of any support contract with the seller;

11.5 The Seller shall be under no liability under any warranty, condition or guarantee if the price for the Goods and/or Services has not been paid by the due date for payment;

11.6 Goods manufactured by the Seller, the Seller warrants that such Goods will conform to and/or achieve the claims made for them in the Seller's literature.

11.7 Any claim by the Customer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with specification shall be notified to the Seller within 7 days, otherwise the Customer shall not be entitled to reject the Goods and/or Services and the Seller shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods and/or Services had been delivered in accordance with the Contract.

11.8 The Seller does not warrant that the Services will cause the equipment to operate without interruption or error.

11.9 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract,

for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services (or their use or resale by the Customer) and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods and/or Services except as expressly provided in these Conditions.

11.10 The Seller shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

11.10.1 Act of God, explosion, flood, tempest, fire or accident;

11.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

11.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

11.10.4 import or export regulations or embargoes;

11.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

11.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

11.10.7 power failure or breakdown in machinery.

12 INSOLVENCY OF CUSTOMER

12.1 This clause applies if:

12.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

12.1.3 the Customer ceases, or threatens to cease, to carry on business; or

12.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods and/or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 Any software fixes generated by the Seller in the provisions of Services shall become the property of the Seller, subject only to the right of the Customer to use the fixes for the purpose of utilising the Services.

13.2 All intellectual property rights whatsoever in updates and beta releases shall remain the property of the Seller or the originator of the software (as the case may be).

14 SELLER'S EMPLOYEES

14.1 If within a period of six months from the provision of any Goods or Services to it a Customer employs an employee of the Seller the Customer shall pay to the Seller a sum equal to 6 months gross basic salary of that employee.

15 ACKNOWLEDGEMENTS

15.1 The parties hereby acknowledge:

15.2 these T&Cs have been open to negotiation and represent the outcome of such negotiation, (whether or not any change has been made to the terms during the course of the negotiation)

15.3 the specification of the duties of the supplier as contained in the T&Cs accord with their expectations and are fair and reasonable

15.4 some limitation of liability is to be expected

15.5 the limitation of liability for breach of the duties is fair and reasonable in light of the price paid or to be paid and the nature of the services

16 GENERAL

16.1 The Seller shall be entitled to employ sub-contractors to carry out all or any of its obligations should the Seller so wish.

16.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

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

16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.5 The Customer shall at its own expense, retain duplicate copies of all data and insure against its accidental loss or damage.

16.6 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.