

INFO-TEC DISTRIBUTION LTD. CONDITIONS OF SALE AND TERMS OF BUSINESS

DEFINITIONS:-

- (a) Info-Tec shall mean Info-Tec Distribution Limited.
- (b) The Buyer shall mean the Customer.

1. PREVIOUS COMMUNICATIONS:- All previous correspondence, writings, telegrams or verbal communications are to be regarded as superseded and not forming part of the contract. No modification to these Conditions of Sale and Terms shall be effective irrespective of Conditions and Terms on Buyer's order. Acceptance of either partial or completed delivery from us will constitute acceptance of our Terms and Conditions.

2. COPYRIGHT:- The Copyright in all computer programmes and the paper-work connected therewith supplied under the contract shall belong to Info-Tec.

3. TRADEMARKS:- Info-Tec's trademarks and logos are protected by the laws in force and by international conventions.

4. PRICE VARIATION:- The contract is based on:-
(a) The cost of materials, transport, freight and insurance, labour charges, lodging allowances import duties and overhead expenses ruling at the date of delivery.
(b) All prices will be those ruling at the date of delivery.

5. QUOTATIONS:- are given and orders are accepted by Info-Tec on the understanding that the prices charged will be those prevailing at the date of delivery, unless specifically agreed in writing to the contrary by Info-Tec. Our price lists do not constitute an offer to sell. Orders either given direct to us or to our representatives either verbally or in writing do not constitute a contract unless either accepted by us in writing or by despatch of the goods invoiced. Orders for items not available at the time of order will be despatched immediately stocks are available unless prior cancellation in writing is given by us.

6. RESALE:- Goods supplied by Info-Tec must remain in their original packaging and none of the identification markings are to be erased, covered or defaced unless specific permission is given in writing by Info-Tec. These goods must not be resold or exported outside the E.E.C. without the express approval in writing by Info-Tec.

7. ACCEPTANCE OF DELIVERY:- 7.1 Any dates or times given for delivery of the Goods are approximate only and time of delivery is not of the essence. If no delivery dates are so specified, delivery shall be within a reasonable time.

7.2 The Goods may be delivered in instalments, in which case each instalment shall constitute a separate Contract, and failure by the Company to deliver any one or more of the instalments 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.

7.3 In the event of a failure to accept any delivery by the Customer, otherwise than by reason of the Company's fault or by reason of Force Majeure the Company shall be entitled to:

7.3.1 store the Goods until actual delivery and charge the Customer for the reasonable costs of storage (including insurance) and redelivery; and/or

7.3.2 sell the Goods at the best price readily obtainable and (after deducting all storage, sell and other expenses) account to the Customer for the excess over the sums owing by the Customer or charge the Customer for any shortfall.

7.4 The Customer shall accept delivery of the Goods and provide assistance with unloading the Goods. Incorrect delivery details may result in a delay in delivery and possibly additional charges.

7.5 Where Goods have special delivery requirements the Company shall, following the Customer's placement of the order, send by post a site survey form ("Site Survey Form") for completion by the Customer. The Site Survey Form must be completed and returned to the Company within sufficient time to enable the Company to analyse, and if necessary request further information, before committing to an estimated delivery date. Failure to deliver due to the non return of the Site Survey Form or the presence of incorrect information on the Site Survey Form shall not amount to a breach of contract but the Company shall be entitled to:-

7.5.1 treat the delivery as completed, and to issue an invoice accordingly; or

7.5.2 treat the Goods as returned unwanted, and levy a restock charge.

7.5.3 amend the delivery date, and charge for any additional costs incurred if extra delivery requirements or equipment become apparent after receipt of the Site Survey Form.

7.6 Any damage to packaging must be recorded on the Company's delivery acknowledgement documentation on delivery, and any damage or shortage of the contents must be advised in writing by email or fax within one business day following delivery. No claims for damaged goods on delivery will be accepted unless the delivery agent's paperwork has been clearly marked as "Damaged on Delivery". If in doubt contact the Sales department on 01202 845960 at the time of delivery, with the delivery driver present. Customer must email photographs of all sides of the packaging and damage to info@info-tec.biz within 2 Working Days of the notification of the receipt of damaged Goods.

7.7 Claims for damaged goods within undamaged packages will only be accepted within 2 Working Days after delivery.

7.8 On delivery it is the Customer's responsibility to ensure that the total number of packages signed for is the same as the number of packages delivered. Claims for delivery shortage will not be accepted once the delivery acknowledgement documentation is signed.

7.9 The packaging of the Goods shall be entirely at the discretion of the Company who shall have the right to pack all the Goods in such manner, and in such quantities as the Company thinks fit and shall not be obliged to comply with any packaging requests or instructions from the Customer.

8. DELIVERY, TITLE AND PASSING OF RISK:- The property and the goods delivered by Info-Tec will remain in title with Info-Tec until full payment has been received by Info-Tec. The Customer must store the goods in a manner so that they can be readily identified as the property of Info-Tec. The risk in the goods will pass to the Customer on delivery at their premises when the goods are delivered by Info-Tec's own transportation or Info-Tec's Transport Agents. The risk in the goods will pass to the Customer when the goods leave Info-Tec's premises where the Customer requires delivery by any other method of transport other than our own transportation.

9. DELAY IN DELIVERY OR COMPLETION:- Delay in delivery or, in the case of a contract for delivery by instalments, delay in the delivery of an instalment, or delay in completion shall not give rise to any liability upon Info-Tec, whether or not any time or date is given in this respect, unless a guarantee of delivery or completion has been given in writing by Info-Tec expressly stating that Info-Tec guarantees delivery or completion within a specified time. Time is not of the essence of the contract and is not to be made so without consent in writing from Info-Tec.

10. PAYMENT of invoices relating to goods sold on credit is due to be paid and received by Info-Tec within 30 days of the date of invoice and Info-Tec reserves the right to withdraw credit facilities if these terms are not fulfilled by the Buyer. In these circumstances Info-Tec may, at its sole discretion, demand payment of all invoices whether due or not. Credit terms may not be varied unless specifically agreed in writing by Info-Tec. All accounts are payable to Info-Tec to the office designated on Info-Tec's invoice.

11. INTEREST ON OVERDUE ACCOUNTS:- Info-Tec reserves the right to charge interest on overdue accounts at a rate of 5% over and above HSBC Bank plc or its Successors Base Rate. This interest will be calculated on a daily basis from the day the invoice becomes due. The Customer shall not have the right to withhold payment or set-off in relation to any claim against Info-Tec unless this has been specifically agreed in writing by Info-Tec. Any verbal agreements which do not comply with these Conditions of Sale and Terms of Business shall not be binding on Info-Tec unless they have been confirmed in writing by us.

12. RETENTION OF TITLE:-

(a) The full legal ownership in the goods (whether the legal equitable or beneficial interest therein) shall not pass from Info-Tec until the Buyer shall have paid to Info-Tec all sums due to Info-Tec under any contract between the Buyer and Info-Tec.

(b) Until such payment is made the Buyer shall possess all the goods the property in which is vested in Info-Tec by virtue of the Condition on a fiduciary basis only and as bailee only for Info-Tec. The Buyer shall store such goods at no cost to Info-Tec so that it is clearly identified as belonging to Info-Tec.

(c) The Buyer shall not while any monies are owed by the Buyer to Info-Tec under the relevant contract:-

(i) Pledge the equipment or documents of title thereto or allow any lien to arise thereon;

(ii) Process or mix the equipment with any other goods or material;

(iii) Except as permitted by this clause deal with or dispose of the equipment or documents of title or any interest therein.

(d) If before the Buyer shall have paid to Info-Tec all sums due to Info-Tec the Buyer shall commit any breach of any conditions under any contract between Info-Tec and the Buyer or have a Receiver appointed or shall pass a resolution for winding up or a Court shall make an Order to that effect or shall be adjudged insolvent or bankrupt or be unable to pay the Buyer's debts as they fall due or shall make any composition or arrangement with the Buyer's creditors or if any payment to Info-Tec is overdue Info-Tec may (without prejudice to its other rights and remedies) recover and resell the equipment and may enter upon any land or building upon which the equipment is situated for that purpose.

(e) The Buyer has the right as agent of Info-Tec to sell for the account of Info-Tec any equipment the said property in which is vested in Info-Tec by virtue of this Condition and to pass good title to the equipment to his Customer being

a bona fide purchaser for value without notice of Info-Tec rights. In such event Info-Tec shall be entitled to, and the Buyer shall be under a fiduciary duty to retain in a separate account and to pay to Info-Tec the proceeds of such sale to the extent that any monies are owed by the Buyer to Info-Tec.

(f) Info-Tec shall be entitled to make a claim directly against the Buyer's Customer for any purchase monies unpaid by such Customers provided that Info-Tec shall return to the Buyer any monies recovered in excess of the amount then owed by the Buyer to Info-Tec together with costs and expenses involved in making such claim.

13. DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE:- Except as provided in S.2 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from negligence), Info-Tec accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage however arising, which the Buyer may sustain in connection with goods supplied under the contract whether such equipment is of Info-Tec's own manufacture or not.

14. EXCLUSIONS:- Save as provided by these Conditions of Sale and Terms of Business save for Info-Tec's implied undertakings as the title etc., contained in S.12 of the Sale of Goods Act 1979, all conditions and warranties express or implied, statutory or otherwise, and except as provided in S.2 of the Unfair Contract of Terms Act 1977 (liability for death or personal injury resulting from negligence) all other obligations and liabilities whatsoever of Info-Tec whether in contract or in sort or otherwise are excluded.

15. TECHNICAL DATA:- The descriptions, technical specifications, and illustrations contained in Info-Tec's catalogues, quotations, drawings, descriptive matter, and advertisements are approximate only, are subject to change without notice, and are intended merely to give a general idea of the goods described therein and do not form part of the contract.

16. INFO-TEC'S LIABILITY FOR DEFECTS:- Subject to fair and proper usage by skilled operators, during the period of thirty days after delivery or unless otherwise stated, Info-Tec shall at its own cost make good by repair at its own option, replacement, any failure or defect arising solely from faulty materials or workmanship. The liability of Info-Tec under this Clause is conditional upon the Buyer adhering strictly to the terms of payment provided for in the contract and is subject to the defective parts being returned immediately to Info-Tec at the expense of the Buyer together with a statement of the Buyer's complaint, without such goods being misused or tampered with and no repairs having been attempted. At the expiry of the period of thirty days after delivery all liability on the part of Info-Tec shall cease and no responsibility is thereafter accepted for any defects whether latent or patent.

LIMITATION OF LIABILITY:- The responsibility of Info-Tec is limited to the replacement of goods found defective or faulty in manufacture, labelling and packaging. Origination materials sent for printing, copying or other process are on the basis that Info-Tec's liability is limited to the replacement of their value at retail cost. Normal consumable items are not covered under any warranty and are purchased entirely at the Buyer's risk; this expressly includes toner cartridges and processor units for laser printers and other forms of origination equipment. Customers should, therefore, insure against all-risk materials of special value and against loss of business or profit related to materials as covered by this section. Info-Tec will not accept responsibility for loss or damage caused by improper use or storage of our goods.

17. SUSPENSION OR CANCELLATION OF DELIVERIES:-

(a) If the Customer shall fail to pay to Info-Tec on the due date any sums payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangements with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, or there is a composition arranged with creditors whereby payments are temporarily suspended Info-Tec may without prejudice to its other rights, either repudiate the contract forthwith or suspend or cancel further deliveries and debit the Customer with any loss sustained thereby and all monies due from the Buyer to Info-Tec for any goods delivered at whatever time will become due for payment immediately.

(b) If the Buyer cancels his order, Info-Tec shall be entitled to recover any loss sustained thereby from him.

(c) If Info-Tec repudiates the contract or suspends or cancels further deliveries in accordance with condition (a) Info-Tec may without prejudice to any other rights retain possession of all goods which have not been delivered and may enter and re-take from the premises of the Buyer or its sub-contractor or any other person any goods in respect of which the property has not passed to the Buyer, and levy a reasonable charge for the cost incurred in delivery, collection, damage to the goods and the whole contract price. The Buyer will indemnify Info-Tec in respect of the Third Party claims arising against Info-Tec by virtue of any act or omission arising out of Info-Tec's repudiation of contract or suspension or cancellation of deliveries under this condition.

18. COMPLAINTS:- The Customer must inform Info-Tec as soon as is reasonably possible but no later than 10 days from the date of delivery in the event that:

There is a complaint concerning the quality of our product. A sample of the product must be returned to us quoting our delivery note number. Claims will not be accepted unless these conditions are fulfilled.

19. EQUIPMENT:- For the purposes of these Conditions of Sale the expression 'the equipment' shall mean all the machines, spares, software and ancillary equipment specified and for the purposes of these Conditions of Sale, 'software' shall include computer programs and the paperwork connected therewith.

20. SOFTWARE:-

(a) The software supplied for the use of the Buyer remains the property of Info-Tec and the Buyer acquires no title to it whatsoever other than the right to use it in accordance with the contract.

(b) The Buyer may only use the software on the equipment specified by Info-Tec and on which it is first installed except that in the event of a malfunction in the equipment causing the software to become inoperable on it, the software may be used on other equipment specified by Info-Tec on a temporary basis during the period of such malfunction.

(c) The Buyer may only copy the software for use in accordance with paragraph (b) above.

(d) The Buyer must not make the software available to anyone other than its own employees or agents directly concerned with the Buyer's use of the software whether by sub-licence or otherwise.

21. INSTALLATION OF EQUIPMENT:- If Info-Tec is required to install the equipment at premises specified by the Buyer, the Buyer shall at its own expense:

(a) Provide access to, clear and prepare the site and provide adequate electricity and other services, and such other facilities as will enable Info-Tec to carry out the work expeditiously and without interruption;

(b) Provide connections for electrical and other services to the equipment and labour for the installation thereof and

(c) Provide such assistance, labour, lifting tackle and appliances as may be required in connection with the installation of the equipment.

The Buyer will indemnify Info-Tec against all claims and costs arising from or in connection with the use of such assistance, labour, lifting tackle and appliances provided by the Buyer.

22. FORCE MAJEUR:-

(a) If the performance of the contract shall be delayed by any circumstances or conditions beyond the control of Info-Tec (but without prejudice to the generality of the foregoing) including war, industrial disputes, strikes, lock-outs, riots, malicious damage, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, bye-law or order or requisition made or issued by any Government Department, local or other duly constituted authority, then Info-Tec shall have the right to suspend further performance of the contract until such times as the cause of the delay shall no longer be present.

(b) If the performance of the contract by Info-Tec shall be prevented by any such circumstances or conditions beyond the control of Info-Tec, then Info-Tec shall have the right to be discharged from further performance of and liability under the contract. If Info-Tec exercises such right the Buyer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by Info-Tec.

23. ARBITRATION:- All disputes arising out of or in connection with the contract shall be submitted to the arbitration of a person to be mutually agreed upon, or failing agreement, to an arbitrator to be appointed by the President for the time being of the Law Society London. Such submission shall be deemed to be arbitration within the meaning of the Arbitration Act and any statutory modification or re-enactment thereof for the time being in force.

24. LAW:- These conditions shall be construed in conjunction with the Laws of England and the High Court of Justice in London shall have exclusive jurisdiction over any dispute unless otherwise agreed by Info-Tec.

19th March, 2009