

STANDARD TERMS AND CONDITIONS

1. Definitions and Terms of Contract:

- a. "The Company" for the purposes of these conditions means ICT Solutions (NW) Ltd, a Company registered in England, and the party to which the goods are to be supplied or service rendered by the Company is referred to as the "the Customer".
- b. All orders from the Customer shall be treated by the Company as an offer to purchase only the goods and services expressly stated on the Company's Quotation, and are wholly subject to the Standard Conditions of Supply stated herein, unless specifically amended in writing by the Company. These Standard Conditions of Supply shall be revised from time to time as the Company judges appropriate and only that edition offered at the time of contract shall apply to that contract.
- c. No contract with the Customer shall come into existence until such order has been accepted by the Company in writing, or until the Customer has provided a payment to the Company which has been accepted.
- d. Unless set out herein no terms, conditions or warranties put forward by the Customer or which might otherwise be implied by law or by custom shall form part of any contract between the Company and the Customer.
- e. The Customer acknowledges that in entering into a contract with the Company it does not rely on any representations, statements, descriptions or illustrations which may have been made or supplied by the Company or its servants or agents or third parties unless expressly written on authorised Company materials.
- f. Any clerical, typographical or other error or omission in any document or other information issued by the Company may be corrected by the Company without liability.

2. Price:

- a. The price for goods and services shall be as stated on the Quotation and ordinarily subject to VAT unless exempt or zero-rated or exported outside of the European Community.
- b. Unless otherwise noted on the Quotation, any stated deposit shall be due and payable immediately upon the placing of the order and the balance shall be due as defined hereafter in sections B through F, being the specific division or application applicable to each item ordered by the Customer. In the event of a single quotation including more than one category of product or service, then each item shall independently be subject to the specific payment and cancellation terms referred to in Sections B through F herein, unless specifically amended within the Quotation.
- c. Save for the deposit due on placing the order, all sums shall be payable on receipt of the Company's invoice and subject to the payments terms thereon.
- d. If the Customer has entered into a leasing agreement in respect of the goods or services, then the invoice maybe submitted to the leasing organisation if directed to do so by the Customer. In all matters concerning the payment and conduct of the contract the leasing organisation is agreed to be an agent of the Customer and bound by the terms and conditions herein. No alteration by the leasing organisation shall be accepted by the Company as being grounds for amendment or termination of contract, except as confirmed by the Company in writing which shall become an integral part of the above mentioned contract.

e. If the Customer enters into arrangements of any type with an insurer, then such insurer is agreed to be acting as an agent of the Customer, and bound by these Standard Conditions of Supply.

f. Interest shall be due on all overdue payments from the Customer to the Company at the rate of 2% above the base rate until such time as payment in full is received by the Company.

3. Means of Payment:

The Company accepts payment by bank transfer or cheque. £15 per incident will be charged for any dishonoured payment.

4. Warranty:

a. All goods, but not services or software, will be new unless otherwise notified to the Customer by the Company at the time of Quotation.

b. Where the Company is not the manufacturer or author of products sold to the Customer, then the Customer shall have the benefit of the manufacturer's warranty as applicable to the product supplied.

c. All goods and services supplied shall comply with all legal requirements for such items in the United Kingdom if supplied by the Company from the United Kingdom. The Company denies legal responsibility for all goods and services supplied to a country outside of the United Kingdom, if such laws in the buying country conflict with those of the United Kingdom on such issues of offence. It is the responsibility of the Customer to ensure that he is compliant with the laws in the country within which it intends to use or apply or publish the products supplied by the Company.

d. The Company shall not be liable for defects in the products of any type discovered after delivery, if caused or contributed to by the goods having been stored, used or maintained otherwise than in compliance with any specifications laid down by the Company or the manufacturers of the goods or caused by the Customer having performed or permitted to be performed any unauthorised maintenance or repair or alteration to the products.

e. The Company will not be liable to the Customer for any loss or damage suffered as a result of the products supplied by the Company failing to perform if such failure is caused by faults or disruptions in the service provided by any type of telecommunications network or internet provider.

f. The Company shall have no liability to the Customer for consequential or any indirect loss, howsoever caused and in all countries. All conditions, warranties or other terms that are expressed or implied by law which are inconsistent with this condition are so far as legally possible within the United Kingdom excluded from the Company's liabilities.

g. Where technically appropriate, all products supplied are designed to be compatible with the type of circuit ordinarily supplied by Openreach from time to time, and such shall be regarded as the operative standard unless agreed by the Company in writing. The Company makes no representation as to the compatibility of the goods with telecommunications supplied to the site where such products are to be used if the telecommunications are not to the standard specifications of Openreach.

5. Delivery and Risk:

All delivery dates and periods quoted by the Company are the Company's best estimates and time shall not be of the essence in relation to such dates or periods.

6. Data Protection:

a. The Company may place information concerning the Customer on a computerised directory of internal use only. The Company may also provide such files to any other natural or legal person, whether of the UK

or foreign, unless specifically instructed to the contrary by the Customer, or contrary to the then current law of the United Kingdom.

b. In creating interfaces onto the World Wide Web, the Company enables either unlimited or secure access to information contained within the Customer's premises or computers. It is the responsibility of the Customer to define precisely the degree of security access to be enacted and the Company denies all liability both legally and for consequential damages should commercial loss or damage occur as a result of unauthorised access to the Customer's computers.

7. Force Majeure:

Neither party is liable for delay in meeting its obligations due to any cause outside its reasonable control including Acts of God, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority.

8. Non Assignable:

The Customer may not assign any contract with the Company without the prior written consent of the Company.

9. Interpretation and Jurisdiction:

These items shall be construed in accordance with English law and the Company and the Customer shall submit to the Jurisdiction of the English Courts. Should contradiction occur or be implied with the laws of the European Community, then the parties agree to be bound by the findings of the higher court as shall be defined in statute at the time in English law. Except as provided for herein, and other than where the Customer is a consumer as defined in the Unfair Contract Terms Act 1977, all conditions and warranties in respect of sales by the Company whether express or applied by common law or by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law and the Customers attention is drawn to this clause.

TERMS & CONDITIONS FOR HARDWARE & TELECOMS EQUIPMENT

1. **Payment Terms:**

Upon confirmation of the Customer's order, the Company shall raise an invoice for the sale and shall effect processing of the order upon receipt of payment in full. Customers may apply to the Company for the establishment of a Trade Account which shall be at the discretion of the Company to so do.

2. **Damage:**

Risk of loss or damage to the goods shall pass to the Customer and delivery shall occur

- a. Upon the Company or its agent loading the same onto the vehicle of the Customer or its carrier; or
- b. If the Company agrees to deliver to the Customer, upon arrival at the Customer's premises on the vehicle of the Company or its carrier or its agent; or
- c. If the Company is to install the goods, when they have been located at the Customer's premises or other defined location and have been connected to power and other necessary connections but before any proof of functionality is displayed.

3. **Delivery:**

a. In the case of failure to deliver by the estimated time the Customer shall not rescind the contract for this reason unless on or within 14 days after the estimated delivery date the Customer gives to the Company notice in writing specifying a 14 day period within which the goods in question are required to be delivered and the Company fails to deliver within that period.

b. No claim for short delivery, incorrect items delivered or in respect of damage in transit will be accepted by the Company unless the shortage, incorrect items delivered or damage is noted on the delivery note or reported to the Company within two working days from delivery. In such a case the Company will make up the shortfalls, replace incorrect items or repair or replace the damaged goods.

4. **Installation:**

If the quotation includes installation of the goods, then the Company will endeavour to do so as soon as practicable after delivery but does not accept liability for delay in installing the goods, unless specifically agreed in writing by the Company.

5. **Title & Insurance:**

a. Goods and products supplied by the Company shall remain the property of the Company until payment in full of all monies owing to the Company in respect of such goods has been received by the Company.

b. The Company may at any time after monies become due claim such amounts rather than recovering the goods.

c. All goods and products which have not been paid for in full shall be kept insured by the Customer for no less than the invoice value of the goods and any proceeds of such insurance shall be held on trust for the Company.

d. The Company shall be entitled at any time to repossess goods which remain the property of the Company and the Customer hereby grants to the company, its agents and servants a license to enter upon any premises where such goods are stored for the time being for the purpose of repossessing the goods and agrees to give the Company such assistance as the Company may require.

TERMS AND CONDITIONS FOR IT SUPPORT AND MAINTENANCE SERVICES AGREEMENT

Subject to the conditions set out below, the Company shall, by its employees and agents, as long as this Agreement continues in force, provide the services in accordance with the Level of Service specified in Service Level Agreement, and in furtherance of the said services, each party hereto undertakes, so far as these conditions fail to be observed and performed by that party, to observe and perform the same.

In consideration of the said services, and subject to these conditions, the Subscriber shall pay to the Company the Charges in the amounts set out in the Agreement.

a. In this Agreement the expression

“The Charges” means the amounts payable under this Agreement and specified in the Agreement.

“Cover period” means the period so specified in the Agreement.

“The Control Centre” means the Company’s Agents’ premises, the telephone and fax numbers of which are shown in the Agreement.

The “Support Cover” means the period between the hours 8:00am to 18:00pm on any day except weekends and Public Holidays.

b. The Support Fees are payable on the commencement date specified in the Agreement, and on every anniversary thereof, so long as this agreement continues in force. If the said services shall be provided by the Company at times other than during the Support Cover period, with the prior agreement of the Subscriber, an additional charge shall be included in the Charges specified in the Agreement, and shall be payable within 14 days of invoice at the agreed rate specified in the Agreement, or in any subsequent variation thereof made under condition E. hereof.

c. The Company shall not be liable under these conditions for the rectification of any defects which existed prior to the Commencement Date.

d. The Level of Service to be provided by the Company under this Agreement is defined as follows, unless specified otherwise in writing by the Company:-

Level I – Immediate (Critical)

Impact on business operations

Response time – immediate (by phone, remote access or on-site)

Level II – Urgent (High)

Issue requiring attention within 3-4 hours

Response time – with half-day (by phone, remote access or on-site)

Level III – Normal (Medium)

Issue requires non-urgent attention within 1 day

Response time – same working day (by phone, email, remote access or on-site)

Level IV – Normal (Low)

Issue requires non-urgent attention within 2-3 days

Response time – with 3 working days (by phone, email, remote access or on-site)

Level IV – Joint Response

Issue is non-contracted and/or requires third party support

Response time – asap (by phone, email, remote access or on-site)

e. The Company may, by written notice given to the Subscriber, vary the amount of the Charges, from time to time, during the period of subsistence hereof, at intervals of not less than one month, to take account of any increase in operating costs.

f. This Agreement shall commence on the commencement date and continue thereafter until terminated by either party by 3 months' notice in writing, expiring at any time, sent to the other party by registered or recorded delivery post.

g. If any sum due from the Subscriber under this Agreement shall not be paid within 30 days after it becomes due, or if any debt due to the Company, or to a Company wholly owned or controlled by a Company which wholly owns or controls the Company, from the Subscriber (however incurred and whether or not due hereunder) shall remain unpaid for more than 30 days after the same shall have been demanded in writing, the Company shall be entitled to suspend the services provided for under this Agreement until such time as the amount due shall be paid, and may also by notice in writing immediately terminate this Agreement without prejudice to any rights which shall have accrued to the Company prior to such determination. The suspension of such services shall not relieve the Subscriber from payment of the Charges or of any such debt.

h. If the Company shall fail to provide services as provided for in this Agreement within 14 days of notification by the Subscriber of a fault, the Subscriber may (without prejudice to his rights under the general law) forthwith summarily terminate this Agreement in its entirety, recovering from the Company such proportion of the Charges as shall be attributable to the un-expired portion of the current period of this Agreement reckoned from the date of notification of the fault aforesaid.

i. No person shall be caused or permitted by the Subscriber to carry our services or any part thereof or attempt to do so while this Agreement is in force except those named members of the Subscriber's staff who the Company has agreed in writing may carry out services.

j. The Subscriber shall allow the Company's employees or duly authorised agent's full license during the Support Cover period on any day to enter the Subscriber's premises for the purpose of providing the services and shall ensure that the Equipment is readily accessible to such employees or agents for such purpose.

k. Except as provided in this Agreement, the Company shall not be liable to the Subscriber (whether in contract or tort) for loss, damage or injury of any kind howsoever arising unless the same shall be caused by the act, default or negligence of the Company. Further, the Company shall not be responsible, in any event, for any consequential loss resulting from breakdown of Equipment, loss of use of Equipment, loss of, or spoiling of, data, cost of recovering software, or otherwise whatsoever, to the extent such loss arises from delay in providing the said service, or for any delay, or the consequences of any delay, in performing any of its duties under this Agreement, if such delay is due to any industrial dispute or to any cause whatsoever beyond its reasonable control.

l. No oral variations in respect of this contract will be recognised by the Company and no variations or modifications to this Agreement shall in any way be effective unless specified in the Agreement.

m. This Agreement shall be deemed to be made in England and shall be subject to and construed in accordance with English Law.