

TERMS AND CONDITIONS OF IT4EVERYONE LTD

The Customer's attention is in particular drawn to the provisions of condition 9.4.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

IT4Everyone: IT4Everyone Ltd whose registered office address is at Regus The Gatehouse, Gatehouse Way, Aylesbury, Buckinghamshire.

Customer: the person, firm or company who purchases the Products from IT4Everyone.

Contract: any contract between IT4Everyone and the Customer for the sale and purchase of the Products, incorporating these conditions.

Products: any products agreed in the Contract to be supplied to the Customer by IT4Everyone (including any part or parts of them).

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all IT4Everyone's sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by a director of IT4Everyone. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of IT4Everyone which is not set out in the Contract. Nothing in this condition shall exclude or limit IT4Everyone's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Products by the Customer from IT4Everyone shall be deemed to be an offer by the Customer to buy Products subject to these conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by IT4Everyone until a written acknowledgement of order is issued by IT4Everyone or (if earlier) IT4Everyone delivers the Products to the Customer.

2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3. ORDERS / SPECIFICATIONS

3.1 The quantity, description and specification of the Products shall be as set out in IT4Everyone's quotation or acknowledgement of order.

3.2 All Products are subject to IT4Everyone's standard tolerances for specifications and IT4Everyone reserves the right to make substitutions and modifications in the specification of any Products provided that such substitutions or modifications do not materially affect the performance of the Products or the purposes for which they can be used.

3.3 The Customer is solely responsible for ensuring that the Products conform with its requirements and are fit for the purposes which it intends to use them.

4. DELIVERY

4.1 Delivery of the Products shall be made by the Customer collecting the Products from IT4Everyone's place of business within seven days of IT4Everyone giving the Customer notice that the Products are ready for delivery or, if some other place for delivery is agreed by IT4Everyone, by IT4Everyone delivering the Products to that place.

4.2 Any dates specified by IT4Everyone for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Subject to the other provisions of these conditions IT4Everyone shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by IT4Everyone's negligence).

4.4 If for any reason the Customer fails to take delivery of any of the Products when they are ready for delivery, or if IT4Everyone is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in the Products shall pass to the Customer; (b) the Products shall be deemed to have been delivered; and (c) IT4Everyone may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses.

4.5 Where delivery is made by the Customer collecting the Products, the Customer shall provide adequate and appropriate equipment and manual labour for loading the Products.

4.6 IT4Everyone may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract shall entitle the Customer to repudiate or cancel any other Contract or instalment.

4.8 Any liability of IT4Everyone for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate.

5. RISK / TITLE

5.1 The Products are at the risk of the Customer from the time of delivery.

5.2 Ownership of the Products shall not pass to the Customer until IT4Everyone has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Products; and (b) all other sums which are or which become due to IT4Everyone from the Customer on any account.

5.3 Until ownership of the Products has passed to the Customer, the Customer shall: (a) hold the Products on a fiduciary basis as IT4Everyone's bailee; (b) store the Products separately from all other goods; (c) not destroy, deface or obscure any identifying mark or packaging; and (d) maintain the Products in satisfactory condition and keep them insured for their full price.

5.4 The Customer may resell the Products before ownership has passed solely on the following conditions: (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (b) any such sale shall be a sale of IT4Everyone's property on the Customer's own behalf.

5.5 The Customer's right to possession of the Products shall terminate immediately upon insolvency, bankruptcy, liquidation or failure to pay debts.

5.6 IT4Everyone shall be entitled to recover payment for the Products notwithstanding that ownership has not passed.

5.7 The Customer grants IT4Everyone, its agents and employees an irrevocable licence at any time to enter any premises where the Products are stored in order to inspect them or recover them.

6. PRICE

6.1 The price for the Products shall be the price quoted by IT4Everyone.

6.2 Except as otherwise stated in IT4Everyone's quotation, all prices are given on an ex works basis.

6.3 IT4Everyone reserves the right at any time before delivery to adjust the price to reflect any increase in the cost of materials, labour, equipment or operation.

6.4 The price for the Products shall be exclusive of any value added tax.

7. PAYMENT

7.1 Unless otherwise agreed by IT4Everyone in writing, payment of the price for the Products is due within 30 days of the date of IT4Everyone's invoice.

7.2 Time for payment shall be of the essence.

7.3 No payment shall be deemed to have been received until IT4Everyone has received cleared funds.

7.4 All payments payable to IT4Everyone under the Contract shall become due immediately on its termination.

7.5 The Customer shall make all payments due under the Contract in full without any deduction unless the Customer has a valid court order requiring such deduction.

7.6 If the Customer fails to pay IT4Everyone any sum due, IT4Everyone shall be entitled to: (a) charge the Customer interest at 2% above the base lending rate of Barclays Bank Plc, accruing daily; (b) cancel the Contract or suspend any further deliveries.

7.7 IT4Everyone reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8. DEFECTIVE OR INCORRECT PRODUCTS

8.1 IT4Everyone shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to IT4Everyone by the manufacturer of the Products.

8.2 IT4Everyone shall not be liable for any claim based on any defect unless: (a) where delivered by a third party carrier, the Customer complies with all notification requirements and notifies IT4Everyone within 2 days of delivery; (b) the Customer notifies IT4Everyone within 7 days of the date of delivery; and (c) the Customer returns such Products to IT4Everyone's place of business unmarked in original packaging within 10 days of receiving an RMA number.

8.3 IT4Everyone shall not be liable for any claim if: (a) the Customer makes any further use of such Products after giving notice; (b) the defect arises because the Customer failed to follow IT4Everyone's or the manufacturer's instructions; or (c) the Customer alters or repairs such Products without written consent.

8.4 Subject to clauses 8.2 and 8.3, if IT4Everyone accepts liability, IT4Everyone shall at its option repair or replace such Products or refund the price at the pro rata Contract rate.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out the entire financial liability of IT4Everyone to the Customer in respect of: (a) any breach of these conditions; (b) any use made or resale by the Customer of any of the Products; and (c) any representation, statement or tortious act or omission including negligence.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of IT4Everyone: (a) for death or personal injury caused by IT4Everyone's negligence; (b) under section 2(3), Consumer Protection Act 1987; (c) for any matter which it would be illegal to exclude liability; or (d) for fraud or fraudulent misrepresentation.

9.4 IT4Everyone's total liability in contract, tort, misrepresentation, restitution or otherwise shall be limited to the Contract price. IT4Everyone shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill, whether direct, indirect or consequential.

10. ASSIGNMENT

10.1 IT4Everyone may assign the Contract or any part of it to any person, firm or company.

10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of IT4Everyone.

11. FORCE MAJEURE

IT4Everyone reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of IT4Everyone including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability to obtain adequate materials.

12. GENERAL

12.1 Each right or remedy of IT4Everyone under the Contract is without prejudice to any other right or remedy whether under the Contract or not.

12.2 If any provision of the Contract is found to be wholly or partly illegal, invalid, void or unenforceable it shall to the extent of such invalidity be deemed severable and the remaining provisions shall continue in full force and effect.

12.3 Failure or delay by IT4Everyone in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights.

12.4 Any waiver by IT4Everyone of any breach or default shall not be deemed a waiver of any subsequent breach or default.

12.5 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

13. COMMUNICATIONS

13.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or email: (a) (in case of communications to IT4Everyone) to its registered office or such changed address as shall be notified to the Customer; or (b) (in the case of communications to the Customer) to the registered office of the addressee or such other address as shall be notified to IT4Everyone.

13.2 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, two days after posting; (b) if delivered by hand, on the day of delivery; or (c) if sent by email on a working day prior to 4:00pm, at the time of transmission and otherwise on the next working day.