

Kew Computers Limited

Terms and Conditions of Sale

Agreement

These are the terms and conditions of business ('the Conditions') of Kew Computers Ltd 'the Seller' and in these Conditions 'the Buyer' means the individual, firm, company or other party with whom the Seller contracts for the sale and purchase of goods ('the Goods').

Basis of the Sale

1. The Seller shall sell and the Buyer shall purchase the Goods from the Seller in accordance with these terms and conditions of business ('the Conditions'). These Conditions shall govern all agreements between the Seller and the Buyer and no variation to these Conditions shall be binding unless agreed in writing by a director of the Seller. For the avoidance of doubt, the Seller expressly rejects all and any terms and conditions (whether written or oral) proposed by the Buyer.

2. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by the Seller. In purchasing Goods from the Seller, the Buyer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.

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

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

5. Order of the Buyer for the purchase of goods will only be accepted by the Seller if made in writing, subject to these Conditions and signed by an authorised representative of the Buyer.

The Price of the Goods

6. No order of the Buyer shall be binding upon the Seller unless it complies with the provisions of Clause 5 of these Conditions and is accepted in writing by the Seller. No other act or omission shall constitute acceptance by the Seller of any order to purchase goods.

7. The price of the Goods shall be the Seller's quoted price and all prices quoted are valid only at the time of quotation and the Seller reserves the right to alter the price at any time without giving notice to the Buyer.

8. Unless otherwise specified in writing, the price is exclusive of any applicable value added or other tax, which the Buyer shall additionally pay to the Seller.

9. Unless otherwise specified in writing, the price is exclusive of all and any delivery, carriage, insurance and storage charges which the Buyer shall additionally pay to the Seller.

Terms of Payment

10. Subject to any special terms agreed in writing by the Seller, the Goods shall be paid for at the time of purchase. In the event, the Seller agrees to deliver the Goods to a location specified in writing by the Buyer, the Seller shall be entitled to invoice the Buyer prior to, on or at any time after, the delivery of the Goods. If the Seller makes Goods available for collection from any premises of the Seller, the Seller shall be entitled to invoice the Buyer (if payment in full in respect of the price of the Goods has not already been made by the Buyer), for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection. Time shall be of the essence with regard to payment for the Goods.

11. In the event that the Seller agrees written credit terms with the Buyer, the Seller reserves the right, without liability to vary, change or withdraw such credit terms, as the Seller in its absolute discretion, sees fit.

12. In the event that the Buyer exceeds any agreed credit terms, the Seller shall forthwith stop all deliveries of goods to the Buyer without notice and without liability on the part of the Seller.

13. In the event that partial delivery is made by the Seller, the Seller reserves the right to invoice each such partial delivery separately, and the Buyer undertakes and agrees to discharge such invoice in accordance with its terms and these Conditions.

14. Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at Barclays Bank plc base rate plus 3% calculated daily.

Failure to Pay, Cancellation or Deferment

15. For the purpose of this clause "an intervening event" shall mean any such event as described in sub-clause 15.2 hereof.

15.1 If there shall be an intervening event the Company may, within a reasonable time thereafter, defer or cancel any further deliveries of Goods, stop any Goods in transit and treat the Contract of which these Conditions form part as terminated, but without prejudice to its rights to the full purchase price for Goods delivered and damages for any loss suffered in consequence of such termination.

15.2 An intervening event shall be any of the following

- a) failure by the customer to make any payment when it becomes due.
- b) breach by the customer of any of the terms or conditions of the contract
- c) the Customer's proposal for or entry into any composition or arrangement with creditors.
- d) the presentation against the Customer of any petition for a Bankruptcy Order, Administration Order, Winding - Up Order, or similar process.
- e) the appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the Customer.
- f) the Company forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay his, her or its debts.

15.3 Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a director.

15.4 Any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for delivery of, any Goods will be payable by the Customer forthwith on demand.

Risk and Title

16. Risk of damage to or loss of the Goods shall pass to the Buyer:-

16.1 in the case of Goods to be collected at the Seller's premises, at the time the Seller notifies the Buyer that the Goods are available for collection or at the time the Buyer collects the Goods, whichever is the earlier; or

16.2 in the case of Goods to be delivered at the Buyer's direction, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

17. Notwithstanding delivery and the passing of risk in the Goods, or any other provision in these Conditions, the title in the Goods shall not pass the Buyer until the Seller has received in cash or cleared funds, payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due, including all and any additional charges as set out in Clauses 8 & 9 of these Conditions.

18. Until such time as the property in the Goods passes to the Buyer, the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

19 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to authorised representative shall be entitled to enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods then due.

20 The Buyer 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 Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Warranties and Liabilities

21. Subject to the conditions set out in Clauses 22, 23, 24, 25, 26 and 27, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the period from the date of delivery, specified in writing to the Buyer (if any).

22. The warranty given in Clause 21 is given by the Seller subject to the following conditions:

22.1 the Seller shall be under no liability in respect of any defect arising from 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;

22.2 the Seller shall be under no liability at all under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. the Seller makes no warranty or representation that any Goods supplied by it are or will be Year 2000 compliant and any terms or conditions implied by common law, statute or otherwise to the contrary are hereby excluded to the fullest extent permitted by law. The Seller shall have no liability whether in contract, tort (including negligence) or otherwise to its Buyer for any loss, damage, costs, claims or liabilities whatsoever incurred or suffered by any Buyer which relate or are attributable either directly or indirectly to any Goods supplied by the Seller to the Buyer not being Year 2000 compliant. For this purpose Goods are not Year 2000 compliant if either their performance or functionality is adversely affected by the advent of the Year 2000.

23 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms legislation), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

25. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. In any event notification shall be within a maximum of 30 days from date of delivery from Kew Computers. All products delivered by Kew Computers from 1st February 2006 have a bespoke tamper proof quality control label affixed. This label must be intact for any returns to be considered.

26 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

27 Any Goods replaced by the Seller pursuant to these Conditions or otherwise shall immediately become the absolute and exclusive property of the Seller.

28 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and 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 or their use or resale by the Buyer, except as expressly provided in these Conditions.

29 The Seller shall not be liable to the Buyer 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, 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;

29.1 act of God, explosion, flood, tempest, fire or accident;

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

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

29.4 import or export regulations or embargoes;

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

29.6 difficulties in obtaining raw materials, labour, fuel, part or machinery;

29.7 power failure or breakdown in machinery.

30. The Buyer acknowledges and accepts that all specified delivery terms are estimates only, and the Seller shall have no liability of any nature to the Buyer in respect of late or non-delivery of the Goods. The Seller reserves the right, without liability, to make partial deliveries.

31. The exercise, or failure to exercise, any of its rights and remedies under these Conditions, shall not constitute a waiver by the Seller of that or of any of its other rights or remedies.

32. Unless otherwise specified in these Conditions, these Conditions constitute the entire agreement between the Seller and the Buyer.

33. These Conditions shall be governed by English law and the Buyer submits to the exclusive jurisdiction of the English Courts.

28/10/99a