

TERMS AND CONDITIONS

COMPUTER RESPONSE LIMITED

Response House, Foundry Street, Whittington Moor, Chesterfield, S41 9AU

- 1** In the absence of any contract conditions, all and any business undertaken including advice, information or service provided gratuitously or otherwise by Computer Response Limited (hereafter called "the Company") is transacted subject to the Standard Terms and Conditions hereinafter set out. No one of the conditions herein shall be altered except where the context requires it to be in any way limited or restricted by reference to the terms of any other condition. No agent or employee of the Company, other than those specially authorised in writing by the Company for the purpose, shall have the authority to alter, vary or qualify in any way these Conditions. These Conditions and any special contractual conditions shall take absolute precedence over any conditions stipulated by the Customer. The term "Customer" means the buyer, client or any other person who enters or wants to enter into an agreement with the Company or to whom the Company makes an offer or provides a delivery or performance.
- 2 QUOTATIONS.** Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. A quotation refers to the basic cost of equipment and is exclusive of VAT, packing, freight and any other incidental costs. The Customer guarantees the accuracy and completeness of the dimensions, requirements, performance specifications and other details given to the Company by the Customer and used by the Company as a basis for its quotes. The Company may use the assistance of third parties to fulfil an agreement and/or may arrange for all or part of its contractual activities to be carried out by third parties, without any requirement to inform the Customer.
- 3 SPECIFICATIONS.** The Company reserves the right to alter, vary or modify the specifications of goods without notice. The specifications of any goods supplied by the Company pursuant to a contract shall be deemed to be the specification of the goods current at the date of delivery. All drawings, brochures, catalogues illustrations and other materials are used by the Company by way of general description only. No performance details, power rating, capacity, output, dimensions, or other particulars of the goods or of their operation (whether contained in such descriptive material or not) shall form any contract of sale with the Company or otherwise by the Company, unless included in and forming part of an official quotation by, the Company.
- 4 PRICES.** All purchase prices are quoted in pounds sterling and unless otherwise stated **EXCLUDE VAT**, which shall be payable by the Customer at the then applicable rate. The Company's published prices are subject to alteration without notice. All prices are payable in full without deduction of any discount or allowance prior to delivery unless alternative arrangements have been made as part of the contract. Any costs, charges or expenses incurred by the Company incidental to the supply of goods pursuant to a contract shall be extra charges to be paid by the Customer at the time of payment for goods.
- 5 TERMS OF PAYMENT.** Payment may be made by a valid credit or debit card, cash, cheque or bank transfer. Payment by credit or debit card can be made via the telephone but for security reasons the Company does not accept credit or debit card details via email. The Company offer credit accounts to some Customers, subject to a credit check being carried out and the Customer passing any such credit check and satisfying the Company as to their credit-worthiness. Where a credit account has been agreed by the Company full payment for goods supplied is due and shall be made within thirty days of the Customer receiving notification that the goods are ready for delivery. The Company reserves the right to charge interest and penalties in respect of the late payment of any sum due at the rates and other terms prescribed from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. A Customer's account will be placed on stop if an outstanding amount remains for more than ninety days unless otherwise agreed previously with the Company. If a Customer defaults on payment of goods the Company will take legal action to recover all outstanding amounts plus legal fees.
- 6 OWNERSHIP.** Goods shall remain the property of the Company until they are paid for in full. Where arrangements have been made for the sale price to be paid after delivery, then the Customer shall be responsible for and shall indemnify the Company against all loss or damage to the goods from whatsoever cause occurring. All items delivered to the Customer remain the property of the Company until all amounts payable to the Company by the Customer have been received, including any interest and expenses payable by the Customer in respect of items delivered or still to be delivered or for services performed or still to be performed pursuant to any agreement and/or in respect of the failure to fulfil such an agreement. Rights, including rights of use, where appropriate, will be granted or transferred to the Customer on the condition that the Customer has paid in full all amounts due under the agreement entered into between the parties. If a periodic payment obligation has been agreed in respect of a right of use, the Customer will retain that right of use for as long as he fulfils his periodic payment obligations.
- 7 DELIVERY.** Delivery will be carried out without delay and within 30 days, unless otherwise agreed. If a stated delivery period has been exceeded, this does not constitute default by the Company. The Company will never be liable for exceeding a delivery period if the cause is attributable to the Customer or previous links in the chain, e.g. delays in delivery from our suppliers. The Customer shall take delivery within seven days of receipt of notification from the Company that the goods are ready for delivery. In the event of failure of the Customer to take delivery at the stipulated time and place, the Customer shall be liable to the Company for (a) all charges incidental for the storage of the goods and (b) interest on the purchase price at the rate of 12% per annum or 1% of London Clearing Banks Base Rate (whichever be the higher), calculated from the date of delivery notification. If after a period of not less than 14 days from the date of delivery notification the Customer has failed to take delivery of the goods and not notified the Company of their right to cancel, the Company shall have the right to dispose of the goods to a third party and recover from the Customer (in addition to any costs of storage and of interest), (i) the amount if any by which the disposal proceeds are less than the selling price under the contract of sale and (ii) any expense incurred by the Company in negotiating and completing the disposal of goods. The risk for product damage and loss transfers immediately upon delivery to the Customer or his representative appointed to this end, unless the courier is one not offered or named by the Company but chosen or arranged by the customer. In this case the risk or loss passes to the Customer when the goods are passed to the courier. The Company may choose to deliver software and the associated product/licence information via electronic transfer or download.
- 8 SERVICE PROVISION.** The Company will provide the Customer with the services agreed in writing between the parties. The Company provides all its services on the basis of an obligation to perform to the best of its ability, unless and insofar as the Company specifically undertakes in writing to provide a result and the result in question is sufficiently clearly described. Service provision by the Company takes place on the Company's normal working days and at the Company's normal working times. Overtime will be worked only after an agreement to that effect has been made between the Company and the Customer. The Customer shall allow the Company's personnel to have full and free access to the equipment at all reasonable times in order to carry out any technical support.
- 9 CUSTOMER RESPONSIBILITY.** Where applicable the Customer shall take responsibility for providing the Company with a list of authorised personnel or purchase order numbers. It is the customer's responsibility for providing authorisation to staff who may call the Company for support, the Company cannot be held responsible for any resulting chargeable remote or onsite work, following a call from the Customer or its representative whom the customer may at a later date advise was not authorised to contact the Company. The Customer shall ensure that anti-virus software installed is kept up to date as per software supplier's recommendations, unless a provision is included within the Customer's Contract. The Customer shall ensure that suitable and valid backups of all data are regularly taken and maintained, including appropriate changes of media used for the back-up, unless a provision is included within the Customer's Contract. The Customer shall ensure that equipment is fit for purpose.
- 10 LICENCES AND PERMITS.** If a sale requires a licence or permit of any Government or authority the contract shall be conditional upon such licence or permit being available at the relevant time and if not, the contract shall be deemed cancelled. In the event of a contract being deemed cancelled in pursuance of the terms of this paragraph the Customer is liable for any costs incurred by the Company in the execution of the contract up to the date of cancellation. Insofar as the Company delivers and/or provides the Customer with equipment and/or software that is covered by licences granted by third parties, the

Customer will be subject to all the conditions of those licences and will indemnify the Company against all consequences of the use of that equipment and/or software which contravenes the conditions of those licences.

- 11 INSTALLATION.** Where installation is part of the deliverables, the Company will make available experienced engineers at the site at a mutually convenient time during the Company's normal working hours. The Customer shall be responsible for satisfying itself that its system is suitable for the receipt and operation of the deliverables, for preparing the site in accordance with any instructions given by the Company, for providing all necessary labour and materials and for making ready equipment and machinery not supplied by the Company. Installation will be deemed to be complete on completion of a job sheet with a signature from the Customer that the deliverables have been installed. If on arrival at the installation Site the Company's representative finds that sufficient and proper access to the Equipment or the recommended environmental conditions and other facilities and services are not provided or the call was not warranted, the Company may exercise the right not to perform the service and to charge the Customer for the Company's costs and expenses reasonably incurred for wasted time. The Company reserves the right to make a charge for the time and expense incurred by its representative being called out due to faults not on the equipment (e.g. British Telecom line faults, power supply fluctuations, internet connections, etc).
- 12 SOFTWARE.** *The Company shall not have any responsibility for the suitability or consequences of any Software ordered, purchased or used by the Customer, from the Company or elsewhere, for use on any of the Customer's systems or goods whether these be purchased from the Company or otherwise. The Company will endeavour to provide support where possible but cannot guarantee resolution of all problems. The Customer shall be responsible for all Licensing requirements and product updates, patches and security. The Company reserves the right to charge for software support. It is the Customer's sole responsibility to retain and safeguard all software provided with goods supplied by the Company. The Company will be unable to provide copies or replacements of software provided at the time of purchase. Software that has been COPIED or PIRATED from other sources is ILLEGAL and UNDER NO CIRCUMSTANCES WILL THE COMPANY HANDLE, WORK WITH OR INVOLVE ITSELF IN PIRATED SOFTWARE. The Company WILL NOT be responsible for any fines or penalties levied to or incurred by the Customer from Software suppliers as a result of their illegal use of copied or pirated software.*
- 13 FORCE MAJEURE.** The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in obtaining or delivering the Equipment by the normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lockouts or any other form of industrial action, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant machinery or shortage or unavailability of raw materials or labour from normal sources of supply. The Company is not obliged to fulfil any obligation, including any warranty obligation to the Customer, if it is prevented from doing so by force majeure. If force majeure prevails for more than 90 days, the Company will be entitled to dissolve the agreement in writing. Under such circumstances, settlement will be made on a proportionate basis for any part of the agreement.
- 14 CANCELLATION.** The Customer has a right to cancel an order for goods within 14 days of receipt or 14 days before services are to commence by contacting the Company. Goods should be returned at the Customer's expense within 14 days of cancellation for a full refund. Any warranty or credit agreement will also be automatically cancelled. If digital content is ordered by the Customer, they have no right to cancel once a download of software has started. If the Customer for any reason cancels the Company's services after the 14 day cancellation period the Customer shall be liable for all costs, expenses and losses whatsoever of the Company resulting from such cancellation. Any payment made under the provision of this paragraph to secure the cancellation of the contract shall be without prejudice to the Company's right to recover any other costs, expenses and losses suffered by it as a result of such cancellation. Services completed by the Company are exempt from cancellation rights. The Company reserves the right to cancel the transaction at any time prior to acceptance of the full payment of the purchase price.
- 15 COMPLAINTS.** Any complaint made by the Customer relating to the Company, the goods supplied or services provided after the cancellation period should be made in writing to the Company. The Customer will give all cooperation necessary for investigation of the complaint, such as enabling the Company to investigate all the circumstances relevant to the complaint. If the Customer does not cooperate or if investigation is otherwise not possible, the complaint will not be considered and the Customer will not be entitled to any form of compensation or refund. If the Company upholds a complaint, it will at its discretion fulfil the order or credit the Customer with an amount not exceeding the value of the order to which the complaint relates. Under no circumstances will the Company have any further liability. Software that has been supplied will not be returnable under any circumstance. The Customer is not free to return items until the Company has agreed to their return. If the Company is unable to resolve a Customer's complaint satisfactorily, the Customer has the right to contact an ADR Body, for example Small Claims Mediation (UK) Ltd, PO Box 10352, Oakham, Rutland, LE15 0SY or Pro Mediate UK Limited, Brow Farm, Top Road, Frodsham, Cheshire, WA6 6SP.
- 16 EXCLUSION OF WARRANTY.** No representation, warranty, condition or term express or implied statutory or otherwise as to the quality of the product, its fitness for any purpose or compliance with any sample or description or any other respect shall apply to this condition or to any delivery made hereunder except where the equipment is new and carries a warranty from the manufacturer and this can be transmitted to the Customer. No claim shall lie against the Company for any injury, loss or damage arising out of or in consequence of any stoppage, breakdown or defect in the goods. No employee or agent has any power or authority to give any guarantee or to commit the Company as to or to accept on behalf of the Company any other liability as to the quality of the goods and any such purported guarantee or warranty or any such commitment or acceptance shall not be binding on the Company. A warranty given by the Company covers only defects in equipment which either has the "approved selection" quality mark (12 months "carry-in" via the supplier) or has been refurbished (6 months "carry in" via the supplier). The warranty given by the Company is not valid if hardware supplied by the Company has been subject to work repairs or additions carried out by external agents. No software supplied by the Company is covered by a warranty. The Company is not bound by a warranty given to a Customer who is in default of their obligations to the Company.
- 17 PRIVACY, CONFIDENTIALITY, NON-TAKE-OVER.** The Customer grants the Company the authority to collect, use, store and transfer any personal data provided in order to comply with its obligation pursuant to the law of the agreement and the Customer indemnifies the Company against claims by persons whose personal data have been registered or are processed as part of a body of personal data for which the Customer is responsible under the law or otherwise. The Company shall use its reasonable endeavours to keep secret any confidential information disclosed to it by the Customer relative to the Customer's business and shall not disclose the same to any third party other than those employees of the Company whose province it is to know the same. The Company shall use its reasonable endeavours to ensure that any other confidential information relating to the business of any client of the Customer, which comes to the knowledge of the Company, or any of its employees shall be treated as confidential and shall not be disclosed to any third party..
- 18 EXPORT.** Where the contract shall be in respect of new goods intended for use within a specific Country (hereafter called "the Territory") the Customer shall not, except with the prior written consent of the Company, export or send such goods abroad to any place or country outside the Territory (whether the Customer retains ownership or not). The Customer shall also take all reasonable precautions not to sell, offer for sale, distribute or otherwise dispose of such goods to any such person, firm or corporation whom the Customer has reason to believe may intend to export them or send them to a place or country outside the Territory. In the event of the Customer so exporting, sending abroad, selling or disposing of the goods within six months from the date of delivery of the goods by the Company, the Customer shall pay to the Company a sum equal to the prevailing official selling price of the goods in that place or country outside the Territory less the price paid by the Customer to the Company for the goods.
- 19 ARBITRATION AND LAW OF CONTRACT.** Any disputes on contracts agreed in the United Kingdom shall be subject to English Law. All disputes arising in connection with overseas contracts shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.