

REDCENTRIC

STANDARD TERMS & CONDITIONS

PRODUCT & HARDWARE SALES

redcentric
business technology. managed.

CONTENTS

- 1. DEFINITIONS..... 3
- 2. GENERAL 3
- 3. ACCEPTANCE OF ORDERS..... 3
- 4. PRICES 4
- 5. MANUFACTURER’S SPECIFICATION 4
- 6. SOFTWARE PRODUCTS 4
- 7. CARRIAGE AND DELIVERY 4
- 8. TITLE AND RISK 5
- 9. DEFECTS AND USE..... 6
- 10. PAYMENT 6
- 11. PARTY’S DEFAULT AND CANCELLATIONS AND RE-SCHEDULING OF DELIVERIES..... 6
- 12. FORCE MAJEURE 7
- 13. CONFIGURATION 7
- 14. WARRANTY AND LIMITATION OF LIABILITY..... 7
- 15. COPYRIGHT INFRINGEMENT 7
- 16. SPLIT DELIVERIES 8
- 17. RETURNS PROCEDURE..... 8
- 18. U.S. GOVERNMENT REQUIREMENTS 8
- 19. SEVERABILITY AND WAIVER..... 8
- 20. SUB-CONTRACTING AND ASSIGNMENT 9
- 21. LAW AND JURISDICTION 9

1. DEFINITIONS

In the express terms and conditions herein set out (the Company's Standard Conditions of Sale), unless the context otherwise requires, the following expressions shall have the following meanings:-

"the Company" means Redcentric Solutions Limited and all its subsidiary trading companies.

"the Customer" means the company to whom the Company agrees to sell the Goods in accordance with the Company's Standard Conditions of Sale.

"the Goods" means the articles or products or services or things, or any of them or any part or parts of them, supplied or to be supplied by the Company to the Customer under and in accordance with the Company's Standard Conditions of Sale.

"the Manufacturer" means the person or persons by whom the Goods were manufactured or produced.

"the Supplier" means the Manufacturer or (as the case may be) the person or persons by whom the Goods were supplied to the Company.

2. GENERAL

a) All quotations are given, and orders accepted, on the Company's Standard Conditions of Sale which supersede any other terms and conditions stipulated, incorporated or referred to by either party, whether in the order or in any negotiations or in the course of dealing established between the Company and the Customer. All orders hereafter placed shall be on the Company's Standard Conditions of Sale.

b) A quotation or estimate does not constitute an offer by the Company and may be altered or withdrawn on written notice to the Customer. The right is reserved to increase prices on written notice to the Customer where necessary to cover increases in materials, delivery charges or other outgoings as at the date of delivery. Prices quoted are for quantities specified and smaller quantities may result in increased prices. Items quoted as being available from stock are subject to being unsold at the time of acceptance of order.

3. ACCEPTANCE OF ORDERS

All orders are accepted, and the Goods supplied, only upon, and subject to, the Company's Standard Conditions of Sale and, save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations, express or implied and statutory or otherwise (except as to title), are hereby excluded. Any order placed by the Customer shall constitute an offer to contract upon the Company's Standard Conditions of Sale and no addition or variation there from, or contradiction thereof, whether contained in the Customer's order or otherwise, shall apply unless the same shall be accepted and agreed in writing by the Company's and the Customer's authorised representatives. No order shall be binding on the Company unless and until accepted or confirmed in writing (including e-mail or facsimile transmission) by the Company. Acceptance of a quotation shall be deemed to include acceptance of the Company's Standard Conditions of Sale, no other terms and conditions shall be of any effect unless the same are expressly agreed in writing by the Company and the Customer.

4. PRICES

- a) Catalogues, price lists and other advertising literature or material as used by the Company are intended to provide an indication only as to price and range of the Goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.
- b) Taxes are not included in the prices quoted and the Customer shall reimburse the Company for all taxes, excises or other charges which the Company may be required to pay to any government or statutory authority (national, state or local) directly upon the Goods or any works carried out thereto or the sale, production, transportation or delivery thereof.
- c) Unless otherwise specifically agreed, prices do not include delivery charges to the Customer.

5. MANUFACTURER'S SPECIFICATION

The Company will not be liable for, or in respect of, any loss or damage caused by, or resulting directly from, any variation (for whatever reason) in the Manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting directly from curtailment or cessation of supply following such variation. The Company shall advise the Customer in writing of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. SOFTWARE PRODUCTS

It is the practice of Manufacturers and/or Suppliers of the Goods consisting of or including computer software products or copies thereof ("Proprietary Software") to retain title to any copyright or other intellectual property rights therein (the "Rights"). The Company only transfers to the Customer such title in the Goods as the Company may have and, save as herein provided for, no warranty is given in respect of the exercise by any third party of such Rights against the Customer. Subject to any express license in writing entered into by the Customer with the Company or with the owner of such Rights, the limit of the right or interest in any such Proprietary Software which the Customer shall receive shall be such right or licence to use or enjoy such Proprietary Software as may be permitted or conferred by the Company or, other, by the owner of the right, and which is either manifest from the Proprietary Software concerned (or any document attached to or accompanying such Proprietary Software) or which has otherwise been notified by the Company to the Customer in writing.

7. CARRIAGE AND DELIVERY

- a) All delivery dates are estimates only and time of delivery shall not be the essence of the contract, although the Company shall use its best endeavours to meet such dates. All delivery dates are calculated from the date of acceptance of the Customer's written order or from the date when all outstanding technical details have been resolved, whichever is the later.
- b) The Company shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed with the Customer in writing.
- c) The Company reserves the right to levy a charge for delivery to any destination advised in writing by the Customer.
- d) No responsibility will be accepted by the Company for loss or damage of the Goods in transit, save where carriage is affected by the Company's vehicles and not by third party carrier. Any claim for loss or damage in transit must be notified in writing to the Company and to the carrier within

seven business days of the date of the Company's invoice or advice of delivery note, whichever is the later, and in the case of claims for damage, the Customer must also comply with the provisions of Condition 9 below.

e) Acceptance of delivery by or on behalf of the Customer shall be conclusive evidence that the Customer has examined the Goods and has found them in every way to be satisfactory and fit for any purpose for which they might require them unless the Customer can show to the reasonable satisfaction of the Company that an objection has been raised within seven business days after delivery of the Goods to the Customer and/or the defect was not apparent on reasonable inspection by the Customer.

8. TITLE AND RISK

a) All Goods supplied to the Customer shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Company has received payment in full for such Goods.

b) Until such time as the Customer becomes the owner of the Goods supplied by the Company, the Customer will store them on its premises in a manner which makes them readily identifiable as the Goods of the Company and, in particular, will not remove from such Goods any labels or other identifying marks placed thereon by the Company

c) If payment in full is not made in accordance with the Company's Standard Conditions of Sale, the Company may require the Customer to return the Goods forthwith and, if this requirement is not complied with within a reasonable period, the Company shall be entitled at any time, on written notice, to retake possession of the whole or any part of the Goods and, for that purpose, to enter the premises occupied by the Customer and sever the Goods from anything to which they are attached without being liable for any damage caused thereby and without prejudice to any other remedy that may be available to the Company. The Company shall use its best endeavours to keep any damage to a minimum.

d) Nothing in this Condition shall confer any right upon the Customer to return the Goods sold to it by the Company hereunder. The Company may maintain an action for the price notwithstanding that the property in the Goods may not have passed to the Customer.

e) All Goods delivered to the Customer shall be at the Customer's risk from the time of delivery or from the time of dispatch from the Company's premises, whichever is the earlier.

f) From the time when risk has passed to the Customer, until the price for the Goods has been paid in full, the Customer shall:

(i) indemnify and keep indemnified the Company against all loss and damage to the Goods ,provided that the Company shall notify the Customer in writing immediately upon its becoming aware of a claim, the Company shall not make any admissions in relation to a claim without the Customer's prior written consent and, if the Customer asks the Company to do so, the Company allows the Customer to take over the dealing of any claim.

(ii) insure and keep insured the Goods in an amount at least equal to the contract price for the Goods against all usual commercial risks

(iii) hold upon trust for the Company the proceeds of such insurance.

9. DEFECTS AND USE

Save as herein expressly provided, and save to the extent that the exclusion or restriction of liability may be prohibited by statute, the Company shall not be liable for any loss of whatsoever nature or to whomsoever or whatsoever caused arising indirectly out of the use of the Goods. Unless otherwise agreed in writing:

a) where the Goods are rejected by the Customer as not being in accordance with the Customer's order, the Company will only accept the return of such Goods provided that:

i) It receives written notice thereof, giving detailed reasons for rejection, within 14 business days of receipt of the Goods by the Customer and, if such notice is not received by the Company within the said period of 14 business days, the Goods shall be deemed to have been accepted by the Customer; and

ii) the Returns Procedure set out in Clause 18 of the Company's Standard Conditions of Sale is followed.

b) The Company will not consider any claim for compensation, indemnity, or refund until liability (if any) has been established or agreed with the Manufacturer and/or the Supplier and, where applicable, any relevant insurance company and under no circumstances shall the invoiced costs of the Goods be deducted or set off by the Customer until the Company has passed a corresponding credit note; and

i) In the case of defects or faulty workmanship in the Goods or any part thereof which are created by the Manufacturer, the Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Company under any guarantee or warranty given it by the Manufacturer and/or Supplier.

c) The Company's liability to the Customer howsoever arising, shall not in any event exceed two times the price paid by the Customer for the Goods.

10. PAYMENT

Save as herein expressly provided, unless otherwise specifically negotiated and agreed in writing signed by both parties, all accounts are payable cash on delivery or within 30 days of receipt of valid and undisputed invoice. Payment by account Customers must be settled within 30 days of receipt of invoice unless otherwise agreed in writing. The Company reserves the right to charge interest on any overdue amount at a rate of 4% above the base rate of Natwest Bank Plc. Overdue accounts will also result in the loss of any discount negotiated with the Customer.

11. PARTY'S DEFAULT AND CANCELLATIONS AND RE-SCHEDULING OF DELIVERIES

a) If either party shall make default in, or commit any breach of any of its obligations to the other party or if, being an incorporated body, any resolution or petition to wind up its business shall be passed or presented, otherwise than for the purposes of a scheme for reconstruction or amalgamation (previously approved by the other party), or if a liquidator or receiver or manager of such corporate body or its undertaking, property or assets (or any part thereof) shall be appointed or if the party shall be insolvent or shall be unable, or shall admit its inability to meet its commitments promptly as and when due, the other party shall have the right (without prejudice to any further or other claims or rights which it might have) forthwith to cancel any uncompleted order or to cancel or to suspend delivery (if the Company) and, notwithstanding any other

provisions of the Company's Standard Conditions of Sale, payments for any delivery already made shall immediately become due.

b) Requests by a Customer for cancellation of any order or for re-scheduling of deliveries will only be considered by the Company if made in writing, and shall be subject to the written acceptance of the Company in accordance with clause 3 as aforesaid, such acceptance not to be unreasonably withheld, conditioned or delayed.

12. FORCE MAJEURE

The Company shall not be liable for the cancellation by it of any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by the Company is prevented or delayed, whether directly or indirectly, by any cause whatsoever beyond the reasonable control of the Company, whether such cause existed or was foreseeable at the date of acceptance of the Customer's order by the Company or not and, without prejudice to the generality of the foregoing, any cause shall be deemed to prevent, hinder or delay the Company if the Company is hereby prevented, hindered or delayed from fulfilling other commitments, whether to the Customer or to third parties. The Customer shall not be required to make any payments to the Company which relate to any period during which the Company fails to perform its obligations.

13. CONFIGURATION

Unless otherwise agreed, the Goods are supplied in accordance with the Manufacturer's and/or Supplier's standard written specifications which shall be supplied to the Customer by the Company. The Company reserves the right to increase its quoted price or to charge accordingly in respect of any orders accepted for Goods of non standard specification or which require configuration to the Customer's specific requirements and in no circumstances will the Company accept cancellation of orders for or the return of Goods of non standard specification or which have been specifically configured to the Customer's requirements.

14. WARRANTY AND LIMITATION OF LIABILITY

The Company warrants that it has good title to or licence to supply all the Goods to the Customer. The Company also warrants that the Goods shall comply at all times with their description and all applicable statutory, regulatory and other legal requirement and that any services shall be performed by appropriately qualified and trained personnel with all due care and diligence. Except as specifically set out in the Company's Standard Conditions of Sale, the Company disclaims and excludes all other warranties, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose, or arising from any previous course of dealing, usage, or trade practice.

15. COPYRIGHT INFRINGEMENT

The Company gives no warranty that the Goods do not infringe any patent or trademark (whether registered or not) but shall use its reasonable endeavours to ensure that this is the case.

16. SPLIT DELIVERIES

Unless otherwise quoted or listed, prices are calculated on the basis of one delivery. Specific written requests from the Customer for more than one delivery shall be subject to agreement by the Company, such agreement not to be unreasonably withheld, conditioned or delayed, and the Company reserves the right to levy reasonable additional charges therefore where necessary. Where the Company agrees to make delivery by installments, every installment shall be deemed to be the subject matter of a separate contract. If the Customer requests in writing, and the Company agrees, to a deferred delivery, the Company reserves the right to raise a reasonable stockholding charge if specific stocks have been purchased by the Company directly against the Customer's order.

17. RETURNS PROCEDURE

a) Where the Customer desires, at any time and for any reason, to return any of the Goods to the Company the following procedure for return shall be complied with by the Customer (no return or purported return of the Goods to the Company by the Customer being effective for any purpose unless such procedure is complied with by the Customer, save where otherwise agreed with the Company):-

i) the Customer shall, prior to dispatching or returning any of the Goods, notify the Company by letter, facsimile, e-mail or telephone of its desire to return the Goods concerned and the reason therefor;

ii) prior to any return of the Goods, the Customer shall obtain from the Company a designated return label, which shall contain an identification number and shall be affixed by the Customer to the Goods (or their packaging) when returned to the Company.

b) The foregoing procedure being designated solely for administrative convenience, the issuance by the Company of any return label shall not be taken as an admission of fault and/or liability on any account whatsoever on the part of the Company in relation to any of the Goods the subject of such return and shall not in any way prejudice or impair any rights which the Company may have under the terms of any applicable contractual arrangements.

18. U.S. GOVERNMENT REQUIREMENTS

The Customer is advised that the Goods may be subject to U.S. Government export regulations. Where these apply, it is the Customer's sole responsibility to obtain authorisation from the U.S. Government before re-exporting the Goods from the country of purchase.

19. SEVERABILITY AND WAIVER

If, and to the extent that, any provision or any part of a provision of the Company's Standard Conditions of Sale is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect. Any failure by either party to enforce or require strict performance by the other party shall not constitute a waiver of that party and shall not prejudice the rights of that party.

20. SUB-CONTRACTING AND ASSIGNMENT

The Company may sub-contract the whole or any part thereof to any person, firm or company, provided that it remains primarily liable to the Customer for such performance. Neither party shall assign the whole or any part of its rights or obligations without the prior written consent of the other party. There is no relationship of employment, agency or partnership, nor any joint venture, between the parties and neither is authorised to make any commitment on the other's behalf without its prior written consent.

21. LAW AND JURISDICTION

This contract shall in all respect be construed and operate as a contract made in England and the construction, validity and performance of the contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts. No third party shall have any rights under the Company's Standard Conditions of Sale which it would not otherwise have had but for the Contracts (Rights of Third Parties) Act 1999.

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