

1. DEFINITION
 - “Buyer” means the company, firm, body or person so named in the order,
 - “Conditions” means the terms and conditions,
 - “Contract” means the contract between the buyer and the seller consisting of the order, and these conditions,
 - “Electronic Document(s)” means, without limitation, any online order, online e-mail communication by authorised persons, acknowledgements, invoices and/or any online transaction capable of acceptance by its intended recipient;
 - “Intellectual Property Rights” means the patents, inventions, registered designs, copyright, database rights and design rights, rights trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items in any country or jurisdiction,
 - “Order” means order issued by or on behalf of the buyer to the seller for the purpose of the products and/or the performance of the services;
 - “Price” means the sum to be paid by the buyer to the seller for the purchase of the products and/or the performance of the services the subject matter of order,
 - “Products” means the products set out in order,
 - “Seller” means Specialist Computer Systems Limited;
 - “Services” means the work and/or services specified in the order to be performed by the seller for the buyer upon acceptance of the same.
2. GENERAL
 - 2.1 Any order placed upon a quotation or otherwise shall be accepted entirely at the discretion of the seller and if so accepted shall only be accepted upon these conditions
 - 2.2 These conditions shall apply to the contract and shall prevail over any contrary, different or additional terms or conditions how so ever communicated
 - 2.3 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of the seller shall add, vary or waive any of these conditions.
 - 2.4 Headings to clauses in the conditions are included for ease of reference only. These conditions apply to services in the same way as they apply to products.
 - 2.5 A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.
3. SPECIFICATION
 - 3.1 The seller shall be entitled to modify the designs and specifications for the products without prior notification and/or replace them with items of the equivalent specification.
 - 3.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature
 - 3.3 shall form part of or be incorporated by reference into the contract.
4. PRICES
 - 4.1 Without prejudice to condition 4.2, the sellers price list shall not form part of the contract.
 - 4.2 The price may be varied by the seller at any time prior to acceptance of an order.
 - 4.3 The price does not include unless otherwise specified.
 - 5 3.1 Any value added tax and other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the products or performance of the services.
 - 5 3.2 Any costs affecting delivery.
 - 5 3.3 Any special packing, alteration or modification to the order required by the buyer.
 - 5 3.4 Any insurance.
 - 4.4 The price shall be in pounds sterling unless otherwise agreed by the parties.
5. TERMS OF PAYMENT
 - 5.1 Save in the case of a bona fide dispute notified to the seller within 7 days of receipt of invoice (and in which case all undisputed amounts shall be payable in any event) all invoices shall be paid within 30 days of the date of the invoice.
 - 5.2 A counterclaim or set-off shall not entitle the buyer to withhold payment.
 - 5.3 The seller shall be entitled to charge interest at the Barclays Bank PLC base rate 3% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the seller.
 - 5.4 In the event that the Buyer fails to make payments in accordance with the provisions the Seller shall be entitled, without prejudice to any other rights it may have, to suspend delivery or performance of any outstanding Orders (in whole or in part) without liability until payment in full of all outstanding sums have been made.
 - 5.5 The Buyer consents to the Seller making credit reference and other enquiries for the purposes of assessing the credit worthiness of the Buyer and holding the results of the same for its records.
 - 5.6 The Seller reserves the right at its discretion and at any time to withdraw or amend any credit facility that may have been granted by the Seller to the Buyer.
6. DELIVERY AND RISK
 - 6.1 Any times for delivery are estimates only and although the Seller will use all reasonable efforts to deliver Products in accordance with the times specified, time is not of the essence.
 - 6.2 Unless otherwise agreed in writing, the seller shall be entitled to make partial deliveries by instalments and these conditions shall apply to each partial delivery.
 - 6.3 The risk in the Products shall pass to the Buyer on delivery of the Products to the Buyer by the Seller (or by the Seller’s nominated carrier) but where the Buyer nominates a carrier other than

- the seller to deliver the products, the risk shall pass to the Buyer upon the carrier of the Products being handed to the Buyer's nominated carrier or leaving the Seller's premises.
- 6.4 Where the Buyer notifies the Seller that it is unable to take delivery of the Products at the time specified, then provided that the Seller receives such notification 7 days before such specified time, the Seller shall endeavour to store the Products at the Buyer's risk and the Buyer shall reimburse the Seller without delay all reasonable costs (including insurance) of such storage incurred by the Seller until such times as the Buyer is able to take delivery. This provision is without prejudice to any other right which the Seller may have in respect of the Buyer's failure to take delivery of the Products or pay for them in accordance with the contract.
- 6.5 Where the Products are to be delivered by instalments or against call-off and the Buyer either.
- 6.5.1 Fails to accept any delivery when done or;
- 6.5.2 Defaults in making payments when due, then the seller may cancel any or all subsequent deliveries and the Buyer shall compensate the Seller in full for any loss or expense arising from such cancellation and notwithstanding the Seller's duty to mitigate its loss, the Buyer shall compensate the Seller in full for the loss of the price in respect of products ordered but not delivered.
7. **DAMAGE IN TRANSIT**
The Buyer shall examine the Products upon delivery and notify the Seller by facsimile transmission, email or registered post within 3 working days of delivery in the event of any damage to or short delivery of the Products. The Seller will replace and deliver free of charge any Products proved to the Seller's reasonable satisfaction as having been damaged in transit or missing from the original delivery. In the event that notification is not received by the Seller within the requisite time the delivery shall be deemed complete.
8. **TRANSFER OF PROPERTY**
- 8.1 The Seller warrants that it has good title in the Products and that (pursuant to s12(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the contract) it will transfer such title as it may have in the Products to the Buyer pursuant to Condition 9.2
- 8.2 Notwithstanding delivery to the Buyer and save in respect of software where title to the same shall remain at all times with the relevant licensor, title in the Products shall not pass to the Buyer until the Seller has received the price in full.
- 8.3 Until such payment is made in accordance with Condition 9.2, the Buyer shall take all necessary measures to protect the Products including maintaining adequate insurance therefor; and not dispose of the Products whether by sale or otherwise nor allow any third party right to be created in respect of the same.
- 8.4 Any resale by the Buyer of Products in which title has not passed to the Buyer shall (as between the Seller and the Buyer only) be made by the Buyer as agent for the Seller.
- 8.5 So long as the title in the Products remains with the Seller, the Seller shall have the right without prejudice to any obligation of the Buyer to the Seller, to re-take possession of all or any of the Products and for that purpose to go upon any premises (or authorise others to do so) occupied by the Buyer which the Buyer hereby authorises, or to require the Buyer to deliver up to it all or any of the Products.
9. **TERMINATION**
- 9.1 If the Buyer becomes insolvent, is presented with a petition for bankruptcy and/or winding up, or in the reasonable opinion of the Seller is likely to go into bankruptcy, receivership or liquidation or commits a breach of the contract, the Seller may forthwith terminate the Contract without incurring any liability to the Buyer.
- 9.2 Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication to survive the Contract.
10. **WARRANTY**
- 10.1 In respect of all Products, the Seller will ensure the Buyer receives the benefit of any guarantee or warranty that may have been given to the Seller by a third party manufacturer or supplier.
- 10.2 The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such guarantee or warranty but the Buyer shall be responsible for instructing itself of the terms of the same and ensuring full compliance with the terms thereof.
- 10.3 The Buyer shall ensure that the Products are properly serviced, maintained and operated in accordance with the Seller's recommendations (and any guarantee or warranty of the manufacturer or supplier) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by the Seller or stated by the Seller to be suitable.
- 10.4 During the period of any warranty referred to in Conditions 11.1 & 11.2, neither the Buyer nor any third party on behalf of or for the Buyer shall attempt to remedy any defect or to dismantle or otherwise tamper in any way with the Products except in accordance with specific instructions directions and/or requests of the Seller.
- 10.5 Save as expressly stated herein, all other conditions warranties, stipulations or other statements whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise howsoever are hereby excluded.
- 10.6 The Seller shall perform the Services with reasonable skill and care.
- 10.7 The Services shall be performed by suitably qualified and/or experienced individuals.
11. **UNFAIR CONTRACT TERMS ACT 1977**

- 11.1 If and to the extent that s6 and/or s7(3A) of the Unfair Contract Terms Act 1977 applies to the Contract no provision of these Conditions will operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranty contained in Condition 8.1, or for breach of the applicable warranties as to title and quiet possession implied into the Conditions by s12(3) of the Sale of Goods Act 1979, or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract.
- 11.2 Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused by reason of the negligence of the Seller or of its servants, employees or agent.
12. **LIMITATION OF LIABILITY**
- 12.1 Subject to Condition 11 and so withstanding anything contained in these Conditions (other than Condition 11) the Seller's liability to the Buyer under the Contract shall not:
- 12.1.1 In respect of damage to tangible property exceed £1,000,000s in yearly aggregate (such period to commence on the date of delivery of Products) or
- 12.1.2 In respect of any and all other direct loss caused by the negligence of or breach of any obligation hereunder the Seller, its employees, servants and/or agents exceed the price of £250,000 whichever is the greater.
- 12.2 Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions and for the purpose of these Conditions indirect, special or consequential loss shall include, but not be limited to damage to or loss of data or other equipment of property, economic loss or damage, damage in loss of profits, interest, business, goodwill, contracts, reveals or anticipated savings and the incurring or liability for loss or any damage of any nature whatsoever suffered by third parties (including in each case incidental and/or positive damages).
- 12.3 The Buyer may give the Seller specific notice in writing of risks which the Buyer requires to be covered by insurance and pay the Seller to amount of Insurance premium (to be determined by the Seller) required for such cover in which ease the exclusions in Conditions 12.1 and 12.2 shall not apply to the extent that such risks are covered by the Seller's insurance.
- 12.4 In cases where the Seller is asked to recommend Products to meet the Buyer's requirements the Seller does not warrant, represent or undertake that purchase of the Products will satisfy the Buyer's requirements. All recommendations of Products by the Seller are therefore recommendations only and the Seller accepts no responsibility if any Products sold fail to meet the Buyer's requirements or purpose to achieve any particular level of performance.
- 12.5 Where the Products include software, the Buyer's attention is drawn to the licence terms imposed by the individual software manufacturer's governing use of such software.
13. **INTELLECTUAL PROPERTY RIGHTS**
The Buyer shall identify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages arising from any infringement or alleged infringement of any Intellectual Property Rights of a third party by reason of the Seller performing its obligations under the Contract in accordance with the Buyer's instructions, whether express or implied, including, without limitation, the loading of third party software, the use of designs, drawings or specifications given to the Seller by the Buyer in respect of the Products and Services.
14. **PERSONNEL**
The Buyer warrants that it shall not solicit whether directly or indirectly the Seller's personnel for a minimum period of six months after such personnel leave the employment of the Seller except with the express written permission of the Seller. In the event that the Buyer engages any of the Seller's personnel in breach of this clause, the Buyer shall pay an introduction fee of 13 weeks, or the equivalent, of the engaged person's remuneration.
15. **FORCE MAJEURE**
- 15.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligation.
- 15.2 For the purposes of this condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or any change in legislation.
- 15.3 If an event of Force Majeure continues for a period of twenty one days from the date of notification by the Seller to the Buyer in accordance with Condition 17.1, then the Seller may terminate the Contract forthwith prejudice to any of its other rights hereunder.
16. **WAIVER**
In the event that either party does not insist upon strict performance of any of these Conditions then this shall not be deemed a waiver of any rights or remedies nor any subsequent default.
17. **INVALIDITY**
The invalidity, illegally or unenforceability in whole or part of any provision of these Conditions shall not affect the validity of the remaining provisions.
18. **ASSIGNMENT**
- 18.1 The rights and obligations of the Buyer under the Contract may not be assigned or transferred

in whole or part without the prior written consent of the Contract.

18.2 The seller may without obtaining the consent of, or giving notice to the Buyer assign or sub-contract all or any of its rights and obligations under the Contract.

19. NOTICES

19.1 Any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same in a pre-paid envelope or by facsimile transmission to the address of the relevant party set out in the Contract or to such other address as such party may have notified to the other for the purposes hereof.

19.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after despatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted. Any notice sent by facsimile transmission during normal office hours shall be deemed served at time of transmission or if sent outside office hours shall be deemed to have been served on the next working day following its transmission.

20. ENTIRE AGREEMENT

The Contract contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Contract and supersedes all prior oral or written communication, undertakings and any practice or course of dealing, applying between the Seller and the Buyer. It may not be amended except in writing signed by the authorised representatives of both the Seller and the Buyer.

21. GOVERNING LAW

The Contract shall be governed by and continued in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.