

PMS NETWORKS LTD

TERMS AND CONDITIONS OF SALE

1 Definitions

1.1 In this agreement, "The Company" means PMS NETWORKS LTD. "the Equipment" means the things sold by PMS NETWORKS LTD to the Purchaser under the agreement to which these Conditions apply.

1.2 Where this agreement does not include installation by THE COMPANY paragraph 4 & 5 shall not apply and references to installation shall be ignored and "taking over/taken over" shall occur at delivery to the Purchaser"

2 Variation

2.1 No variation of these Conditions shall have effect unless agreed in writing by THE COMPANY and the Purchaser.

2.2 Except where the Purchaser relies on THE COMPANY's written advice, it is the Purchaser's responsibility to satisfy itself as to the suitability of the Equipment for its needs.

2.3 THE COMPANY may make minor alterations to the specification of the Equipment that does not affect the Equipment's performance.

3 Payment

3.1 Unless THE COMPANY notifies the Purchaser otherwise, an invoice will be submitted upon taking over of the Equipment. Payment is due within 30 days of invoice date. THE COMPANY may charge daily interest on late payments at a rate equal to 4% per annum above the Base Lending Rate of Barclays Bank plc.

3.2 Unless otherwise stated, prices and charges:

3.2.1 include delivery to the Purchaser's premises in the UK and installation, if agreed, by THE COMPANY;

3.2.2 do not include Value Added Tax which will be added to invoices as appropriate.

3.3 Except in written tenders or quotations as specified in the preamble to this Agreement, where the Equipment includes items supplied to the Purchaser at standard PMS Networks Ltd prices, THE COMPANY may vary the price payable by the Purchaser to include any change in those standard prices occurring and notified to the Purchaser before delivery of the Equipment. In respect of items whose price is increased, the Purchaser may cancel this Agreement at any time before delivery of the Equipment at no cost.

3.4 Notwithstanding paragraph 6.3, THE COMPANY shall be entitled to maintain an action for the price of the Equipment at any time after payment becomes due.

4 Arrangements for Installation

4.1 Unless otherwise stated the Purchaser will be responsible for all civil works in connection with the installation. In addition The Purchaser shall at its own expense unless otherwise stated;

4.1.1 Obtain all necessary prior Consents for the installation and use of the Equipment, including consents for any necessary alterations to buildings;

4.1.2 Ensure that any floor loading limits will not be exceeded;

4.1.3 Provide suitable location for the Equipment, including all necessary trunking, conduits and cable trays in accordance with appropriate standards;

4.1.4 provide electric power needed by THE COMPANY to carry out this agreement;

4.1.5 Take up or remove in time to allow THE COMPANY to carry out installation any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers, and carry out afterwards any making good or decorator's work required. Such preliminaries to be completed in advance of any installation work.

4.2 The Purchaser shall provide THE COMPANY at all reasonable times with full and convenient access to the Purchaser's and other premises for the purpose of carrying out THE COMPANY's obligations under this Agreement. THE COMPANY will normally carry out work during its usual working hours but may, on reasonable notice, require the Purchaser to provide access at other times. At the Purchaser's request THE COMPANY may agree, exceptionally, to work outside usual working hours; the Purchaser shall pay THE COMPANY's reasonable charges for complying with such request.

5 Taking over

5.1 If the Equipment is to be delivered or ready for service by a date specified by the Purchaser or by THE COMPANY, such date is to be treated as an estimate only. THE COMPANY does not guarantee that the Equipment will be delivered or ready for service by such date, or accept any liability for failure to meet the date.

5.2 Upon installation, THE COMPANY will carry out any tests necessary to ensure that the Equipment is in working order. The Equipment shall be deemed to be taken over by the Purchaser at either: the date when THE COMPANY notifies the Purchaser that the Equipment is in working order; or the date when the Purchaser begins to use the Equipment, whichever is earlier. Taking over shall not be prevented by minor faults which do not affect the Equipment's performance, but THE COMPANY shall remedy such minor faults within a reasonable time.

6 Ownership and risk

6.1 Any part of the Equipment delivered to the Purchaser's premises (or premises to which the Equipment is delivered at the Purchaser's request) shall from the time of delivery be at the Purchaser's risk, whether or not installed, except as regards loss or damage caused by the negligence of THE COMPANY. Where the Contract does not include delivery and/or installation by THE COMPANY, risk passes when the Purchaser or his agent takes possession of the Equipment.

6.2 If THE COMPANY is delayed in or prevented from delivering or installing the Equipment by any date specified under paragraph 5.1 due to any delay or default on the part of the Purchaser, THE COMPANY may (in addition to any other remedies) on written notice to the Purchaser, add to the Contract price, a reasonable sum in respect of any additional costs thereby incurred.

6.3 Notwithstanding that the Equipment has been taken over and stands at the Purchaser's risk, ownership of the Equipment shall not pass to the Purchaser until payment of the agreement price in full. At all times before payment in full: the Equipment shall stand in the Purchaser's books in the name of THE COMPANY; the Purchaser shall take appropriate steps to notify third parties of THE COMPANY's interest in the Equipment; and in the event of threatened seizure of the Equipment, or of appointment of a receiver or liquidator, or any other event entitling THE COMPANY to terminate this agreement under paragraph 10 the Purchaser shall immediately notify THE COMPANY and THE COMPANY shall be entitled to enter the Purchaser's premises and repossess the Equipment.

7 Guarantee

7.1 If during the period of 12 months (or any other period notified to the Purchaser by THE COMPANY) from taking over, THE COMPANY is notified of a fault in the Equipment which is due to faulty design, manufacture or materials, or the negligence of THE COMPANY, THE COMPANY will replace or (at its option) repair the faulty part free of charge provided that:

7.1.1 the Equipment has been properly kept, used and maintained in strict accordance with the manufacturer's or THE COMPANY's instructions, if any, and has not been modified, except with THE COMPANY's consent;

7.1.2 the fault is not due to accidental or wilful damage (including lightning and electrical damage);

7.1.3 if the Equipment has been manufactured to the Purchaser's design, the fault is not due to faulty design by the Purchaser,

7.2 This guarantee does not cover fair wear and tear.

7.3 In the case of Equipment capable of being installed by the Purchaser, the Purchaser will normally be required to return faulty Equipment to THE COMPANY unless THE COMPANY agrees otherwise.

7.4 THE COMPANY may make a reasonable charge in respect of any visit at the Purchaser's request to repair the Equipment where either no fault is found to exist, or the fault is not covered by this guarantee.

8 Documents

8.1 The copyright in all documents, drawings and information supplied to the Purchaser in connection with this Contract, whether supplied in hard copy or disk format, shall remain vested in THE COMPANY. Such documents, drawings and information shall not be copied, disclosed or used (except for the purpose for which they were supplied) without the written consent of THE COMPANY.

9 Limitation of liability

9.1 THE COMPANY accepts liability for faults in the Equipment and its own negligence to the extent stated in clause 7 but not otherwise. Except where expressly contained in these Conditions THE COMPANY has no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise.

9.2 The undertaking as to title in Section 12 of the Sale of Goods Act 1979 is not excluded.

9.3 Where the Purchaser does not buy the Equipment in the course of a business (or hold itself out as doing so), paragraph 7.1 does not exclude the undertakings implied by Sections 13, 14 and 15 of the Sale of Goods Act 1979 and does not affect the Purchaser's statutory rights.

9.4 THE COMPANY does not exclude or restrict:

- liability for death or personal injury resulting from its own negligence; or

- liability arising by virtue of Part 1 of the Consumer Protection Act 1987.

9.5 In any event THE COMPANY's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this agreement or howsoever otherwise shall be limited to £1,000,000.

9.6 In any event in no circumstances shall THE COMPANY be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings, or for any indirect or consequential loss or damage whatever.

9.7 Each provision of this paragraph 9 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.

9.8 Force majeure

THE COMPANY shall not be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including: Act of God, inclement weather, flood, lightning or fire; industrial action or lockouts; the act or omission of Government, highways authorities, or other competent authority; war, military operations or riot; the act or omission of any party for whom THE COMPANY is not responsible.

10 Termination of Contract

Without prejudice to other rights, THE COMPANY shall have the right forthwith to terminate this Agreement and to claim for any resulting losses or expenses if:

10.1 the Purchaser commits a breach of this Agreement and fails to remedy the breach within a reasonable time of a written notice to do so; or

10.2 the Purchaser commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Purchaser; or a petition for an administration order is presented in relation to the Purchaser or a resolution or petition to wind up the Purchaser is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver is appointed.

11 Assignment. The Purchaser may not assign any of its rights or obligations under this Agreement without THE COMPANY's written consent.