

## Standard Terms and Conditions of Supply

### 1. DEFINITIONS

- 1.1 "Contract" means these Standard Terms and Conditions of Supply, which are between the Company and the Customer, under which the Products are supplied by the Company to the Customer and sets out the basic rules and obligations of Supervisors and/or Users of InTouch.
- 1.2 "Customer" means the party identified as the Customer in this Contract to whom the Company may agree to supply Products from time to time in accordance with the terms and conditions of this Contract.
- 1.3 "Company" means Computer 2000 Distribution Limited (registered number 01691472) of Hampshire House, Wade Road, Basingstoke, Hampshire RG24 8NE and also where the context permits its assigns and any sub-contractor of the said Company. The Company's VAT number is GB 385 524 235.
- 1.4 "InTouch" means the Company's internet website, accessed solely through the address of [www.computer2000.co.uk](http://www.computer2000.co.uk).
- 1.5 "Products" means goods or services including but not limited to computer hardware and software items to be provided by the Company to the Customer in accordance with this Contract.
- 1.6 "Supervisor" means the person who is employed and charged by the Customer to administer and authorise Users of InTouch on behalf of the Customer.
- 1.7 "Third Party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by the Company) and which comprises part of the Products.
- 1.8 "User" means the person who is employed by the Customer and who accesses InTouch on behalf of the Customer.

### 2. ORDER ACCEPTANCE

- 2.1 All orders placed with the Company by the Customer for Products shall constitute an offer to the Company, under the terms and conditions of this Contract, subject to availability of the Products and to acceptance of the order by the Company's authorised representative.
- 2.2 All orders are accepted and Products supplied subject to the express terms and conditions of this Contract only. The Company may at any time amend this Contract upon 14 days written notification to the Customer. The modified terms and conditions of supply shall apply to any orders placed or to the use of InTouch by the Customer after the expiry of such notice period.
- 2.3 It is agreed that the terms and conditions of this Contract (or any amendments to them) prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by the Company in writing and signed by the Company.
- 2.4 The Customer cannot rely on statements made before signature of the Contract unless made by the Company's authorised representative and either:
  - 2.4.1 it is expressly stated by the Customer that the statement is to be relied upon; and
  - 2.4.2 it is reproduced in a letter to the Customer and not withdrawn before the Contract is made.
- 2.5 On receipt of the Customer's order on InTouch the Company will send the Customer an order acknowledgment email detailing the Products ordered. This email is not an order confirmation or acceptance of order by the Company. For the avoidance of doubt, the Company shall be at liberty to refuse to accept any order placed by the Customer on InTouch for any reason whatsoever.
- 2.6 No order placed on InTouch shall become a purchase contract, and therefore binding upon the Company, until the Products have been despatched to the Customer in accordance with clause 5 below and the order marked as confirmed within the "Order Status" facility of InTouch.
- 2.7 Nothing in this Contract affects or limits the party's liability for fraudulent misrepresentation.

### 3. INDEPENDENT CONTRACTOR

The relationship between the Company and the Customer is that of independent contractor. Neither party is the agent of each other, and neither party has any authority to make any contract or to impose any obligation on the other party without their express prior permission.

### 4. INTOUCH

- 4.1 Obligations of the Customer
  - 4.1.1 The Customer will appoint the Supervisor.
  - 4.1.2 The Supervisor shall be the person responsible for the use of InTouch on behalf of the Customer.
  - 4.1.3 The Customer may change the person appointed to be the Supervisor, either by using the on-line InTouch "Manage Users" facility or by informing the Company in writing of the new identity of the Supervisor.
  - 4.1.4 The Customer shall ensure that they meet all technical requirements of InTouch access and that the Company shall not be liable for any losses which result due to technical incompatibilities or system errors.
  - 4.1.5 The Customer shall take all reasonable steps to ensure that its authorised Supervisors and Users shall not pass any login user details to third parties under any circumstances.
- 4.2 Obligations of Supervisor
  - 4.2.1 The Supervisor is obliged to carry out the following duties:
    - 4.2.1.1 Authorisation, approval and access level setting of new and existing Users.
    - 4.2.1.2 Removal, deletion and amendments of Users who have the Customers employment or are deemed not to be fit to use InTouch on behalf of the Customer for any reason.
    - 4.2.1.3 Ensuring that all Customer details held on InTouch, including, but not limited to, postal and delivery addresses are correct.
  - 4.2.2 The Customer acknowledges that it is solely responsible for the actions of the Supervisor in the modification of any of the data set out in clause 4.2.1 and that the Company shall not have any liability to the Customer for any modifications made by the Supervisor in accordance with their authority.
- 4.3 Obligations of the User
  - 4.3.1 The User must at all times be acting on behalf of the Customer in any actions performed using InTouch.
  - 4.3.2 The User shall not pass any security details (such as, but not limited to, usernames and passwords) to third parties under any circumstances.
  - 4.3.3 On ceasing to represent or be employed by the Customer, the User shall not use any supplied login information relating to the Customer for accessing InTouch.

### 4.4 Security and Login

- 4.4.1 InTouch login credentials comprise three elements:
    - 4.4.1.1 The Customer's Company Account Number (6 numerical digits);
    - 4.4.1.2 The User's (unique within the Customer) Username (any alphanumeric combination); and
    - 4.4.1.3 The User's secret Password (any alphanumeric combination).
  - 4.4.2 The use of the login information indicates proof that the Customer consents to orders and information placed by it or in its name.
  - 4.4.3 The Company, the Customer, the Supervisor and the User will use all reasonable endeavours to ensure that the login information, especially the Password, remains confidential.
- ### 4.5 InTouch Availability
- 4.5.1 The Company will not be liable for any losses or damages resulting from InTouch being unavailable. Whilst the Company endeavours to provide 24 hours a day access to InTouch, the Company reserves the right to suspend InTouch operation, temporarily or permanently and without prior notice.
  - 4.5.2 Whilst InTouch is intended to provide 24 hours a day service, all orders must be placed on InTouch before 17:15 to qualify for a next working day delivery of the Products.

### 5. DESPATCH

- 5.1 Any date or time quoted for despatch is to be treated as an estimate only. Despatch may be postponed because of conditions beyond the Company's reasonable control, and in no event shall the Company be liable for any damages or penalty for delay in despatch or delivery.
- 5.2 Risk shall pass to the Customer at the time the Products are despatched by the Company. The Company accepts no liability for loss or damage caused by the carrier.
- 5.3 The Customer must inspect the Products immediately after delivery is complete. If any Products are damaged (or not delivered), the Customer must notify the Company within 5 working days of the delivery or expected delivery. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.
- 5.4 The Company may deliver the Products in instalments. Each instalment is treated as a separate delivery.

### 6. CANCELLATION AND RESCHEDULING

Unless otherwise agreed in writing, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by the Company if made at least 12 hours before despatch of the Products, and shall be subject to acceptance by the Company at the Company's sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify the Company against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

### 7. PRICING

- 7.1 Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of the Products offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.
- 7.2 The marketed and official real-time price of the Products on InTouch shall be confirmed using the InTouch "On-line Check" facility. All other listed prices on InTouch are shown on the understanding that they are a guideline only.
- 7.3 All prices are given by the Company at the time of the order on an ex-works basis and the Customer is liable to pay for the transport, packing and insurance costs.
- 7.4 All quoted or listed prices are based on the cost to the Company of supplying the Products to the Customer. While the Company tries to ensure that all prices are accurate, errors may occur. If, prior to delivery of the Products, the Company discovers an error in the price of the Products ordered, via InTouch or otherwise, or the price changes as a result of circumstances beyond the Company's control, the Company may change the Product's price and such changes shall apply to any purchase order placed with the Company.
- 7.5 All prices are represented in Sterling Pounds or Euros and are exclusive of Value Added Tax and/or any similar taxes. All such taxes are payable by the Customer and will be levied in accordance with UK legislation in force at the tax-point date.

### 8. PAYMENT TERMS

- 8.1 Invoices will be raised and dated by the Company on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Customer 30 days from the date of invoice. The time of payment shall be the essence of the Contract. Payments which are not received in full by the due-date, will be considered overdue and remain payable by the Customer together with the interest for late payment. The interest payment will be at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise).
- 8.2 The Company reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to the Company by the credit card companies) by way of a handling or processing charge.
- 8.3 The Customer must notify the Company in writing within 7 days of the date of invoice of any errors within the invoice. Failure will result in the Company assuming acceptance of the invoice in full.
- 8.4 The Customer's credit-limit may be withdrawn or amended without prior notice by the Company. Should credit facilities be provided the Customer undertakes to notify the Company without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect the Customer's credit status. Failure to report any such changes may result in credit being withdrawn without prior notice.
- 8.5 The Customer does not have the right to set off any money claimable from the Company against any sums owing to the Company by the Customer.
- 8.6 If Products are delivered in instalments the Company shall be entitled to invoice each instalment upon delivery thereof.
- 8.7 The Company will claim a lien on any Customer property in the Company's possession if the Customer is in debt to the Company.

- 8.8 Until the Customer pays all debts to the Company:  
8.8.1 all Products will remain the property of the Company;  
8.8.2 all Products must be stored so that they are clearly identifiable as the property of the Company; and  
8.8.3 the Customer must insure all such Products.
- 8.9 The Customer shall have the right to sell the Products in the ordinary course of business unless, or until:  
8.9.1 the Company revokes that right by informing the Customer in writing, which revocation shall have immediate effect; or  
8.9.2 the Customer becomes or is deemed to be insolvent in accordance with clause 15.2 herein.
- 8.10 If the Customer's right to use and sell the Products in the ordinary course of business ends, the Customer must permit the Company to reclaim the Products.
- 8.11 The Customer agrees to give the Company permission to enter any premises where the Products are stored:  
8.11.1 at any time to inspect them; and  
8.11.2 to remove them, using reasonable force if necessary, after the Customer's right to use or sell them has finished.
- 8.12 Despite the Company's retention of title to the Products, the Company reserves the right to take legal proceedings to recover the cost of Products supplied should the Customer not make full payment by the invoice due date.
- 8.13 The Customer is not entitled to pledge or in anyway charge by way of security for any indebtedness any of the Products which remain the property of the Company. Should the Customer do so, all monies owing by the Customer to the Company shall without prejudice to any other rights or remedies of the Company immediately become due and payable.
- 8.14 The Company reserves the right to stop supplying Products to the Customer at any time.
- 9. SPECIFICATION OF PRODUCTS**
- 9.1 The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products.
- 9.2 The Company will not be responsible for any loss or damage resulting from curtailment or cessation of supply of Products following any variation as described in clause 9.1 of this Contract.
- 9.3 The Company will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.
- 9.4 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.
- 9.5 The Company reserves the right to increase its quoted or listed prices, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will the Company consider cancellation of such orders or the return of such orders.
- 10. INTELLECTUAL PROPERTY**
- 10.1 The Customer hereby acknowledges that any proprietary rights used on or in relation to the Products, InTouch or any Third Party Software supplied hereunder, including, but not limited to, any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Company or the Third Party Software owner.
- 10.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by the Company (including if so required the execution and return of a Third Party Software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify the Company in respect of any costs, charges or expenses incurred by the Company as the result of any breach by the Customer of such terms and conditions.
- 10.3 NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENCED TO THE CUSTOMER UNDER THIS CONTRACT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.
- 11. CONFIDENTIALITY**
- 11.1 The Customer shall safeguard and (save as may be required by law) keep confidential all information entrusted to it by the Company which is not in the public domain and take all reasonable precautions to safeguard the Company's confidential information.
- 11.2 Only those members of staff who need to be aware of confidential information in order for the Customer to fulfil its obligations under this Contract shall be entitled to access to the confidential information.
- 11.3 All confidential information passed to the Customer by the Company shall remain the exclusive property of the Company and the Customer undertakes to return such information at the request of the Company or, at the latest, upon termination or expiration of this Contract.
- 11.4 The communication of any InTouch login credentials to third parties is prohibited and will result in immediate withdrawal of the use of InTouch and the possible instigation of further legal proceedings.
- 12. RETURNS**
- 12.1 The Company reserves the right to levy an administration charge in respect of the rotation of Products and returns.
- 12.2 Returns must be made subject to the following:  
12.2.1 prior authority having been obtained from the Company which will be given at the Company's sole discretion;  
12.2.2 the request for the return must be made within 14 days of the date of invoice and the Products in issue must be returned within 14 days of the authority to return;  
12.2.3 subject to the Company stock rotation policy;  
12.2.4 the Products must be properly packed;  
12.2.5 the Products must be in a saleable condition;  
12.2.6 the Products must be accompanied by a list of the Products; and  
12.2.7 the Products must still be covered by warranty in accordance with clause 13 below.
- 12.3 The Company reserves the right to reject any Products which do not comply with the conditions set out in clause 12.2 of this Contract.
- 12.4 If the Company nevertheless agrees to accept any Products returned which are not in a saleable condition, the Company reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.
- 13. WARRANTY**
- 13.1 The Company warrants that it has good title to or licence to supply all Products to the Customer.
- 13.2 If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. The Company is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.
- 13.3 The Company reserves the right to test all Products returned as faulty and to return to the Customer (at the Customer's expense) any Products found not to be faulty. The Company also reserves the right to levy an additional reasonable charge to cover the cost of such testing.
- 13.4 All software Products supplied hereunder are supplied "as is". The sole obligation of the Company in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies the Company of any such non-conformity within 90 days of the date of delivery of the applicable software Product.
- 13.5 The Company cannot accept any liability in relation to any losses, costs or expenses which arise through any difficulty caused over date changes.
- 13.6 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 13.2 or 13.4 of these terms and conditions, the Company will only accept the return of such Products as provided in clause 10 of these terms and conditions. The Company will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer and, where applicable, the insurance company.
- 13.7 EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 13, 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.
- 14. INDEMNITIES AND LIMITS OF LIABILITY**
- 14.1 The Company will indemnify the Customer for direct damage to property caused solely by defects in any of the Products or which are caused solely by the negligence of the Company's assigned employees acting within the course of their employment and the scope of their authority. The Company's total liability under this sub-clause shall be limited to £100,000 for any one event or series of connected events.
- 14.2 Except as stated in clause 14.1 of these terms and conditions, the Company disclaims and excludes all liability to the Customer in connection with these terms and conditions including the Customer's use of the Products and in no event shall the Company be liable to the Customer for special, indirect or consequential damage, including, but not limited to, loss of profits arising from loss of data or in connection with the use of the Products.
- 14.3 The Customer shall indemnify and defend the Company and its employees in respect of any claims by third parties which arise from any Company performance or non-performance pursuant to the instructions of the Customer or its authorised representative.
- 15. TERMINATION FOR CAUSE**
- 15.1 This contract may be terminated forthwith by notice in writing:  
15.1.1 if either party fails to perform any of its obligations under these terms and conditions and such failure continues for a period of 14 days after written notice thereof by the other party; or  
15.1.2 by the Company if the Customer fails to pay any sums due hereunder by the due-date notwithstanding the provisions for late payment as stated in clause 8.1 of these terms and conditions or if the Customer becomes insolvent.
- 15.2 The Company will deem the Customer insolvent if:  
15.2.1 the Customer is unable to pay debts as they fall due; or  
15.2.2 the Customer or any item of the Customer's property becomes the subject of:  
15.2.2.1 any formal insolvency procedure such as receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy; or  
15.2.2.2 any application or proposal for any formal insolvency procedure; or  
15.2.2.3 any application, procedure or proposal overseas with similar effect or purpose.
- 15.3 Any termination of the contract under clause 15 of these terms and conditions shall be without prejudice to any other rights or remedies a party might be entitled to and shall not affect any accrued rights or liabilities of either party.
- 15.4 The confidentiality obligations under 11 shall survive termination of this Contract.
- 16. EXPORT AND/OR RE-EXPORT LIMITATION**
- 16.1 The Customer acknowledges and agrees that the hardware and software Products, and technology subject to this contract, are subject to the export control laws and regulations of the United States, EU and National legislation. The Customer will comply with all these laws and regulations.
- 16.2 The Customer shall not, without prior appropriate government authorisation, export, re-export, or transfer any hardware or software Products, or technology subject to this contract, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other comparable European or local regulation.
- 16.3 In addition, any hardware or software Products, or technology subject to this contract may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction.
- 17. DATA PROTECTION**
- 17.1 The parties are committed to respecting the privacy rights of individuals. To the extent that a party collects and transfers to the other party any personal data, the receiving party will comply with relevant laws and regulations related to this collection and transfer and agrees also to comply with relevant laws and regulations related to the storage, maintenance and processing of such personal data.
- 17.2 The Customer agrees that the Company may make such enquiries and searches and obtain such references as it considers necessary from any person, firm or company including any credit reference agency (which will keep a record of any search made) and may disclose the results of those enquiries, searches and references and any information given by the Customer ("relevant information") to any credit reference agency or to any other company in any corporate group of which it is a member, to any company or business associated with it and to any person, firm or company acting on the Company's behalf for any purpose connect with the Company's business.

18. **CONTRACT**

- 18.1 The headings in these terms and conditions are for ease of reference only and shall not affect its interpretation or construction.
- 18.2 No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.
- 18.3 The Customer agrees not to assign any of its contractual rights herein without the prior written consent of the Company.
- 18.4 If any of these terms and conditions are unenforceable as drafted it will not affect the enforceability of any other of these terms and conditions and if it would be enforceable if amended, it will be treated as so amended.
- 18.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure including any act of God, fire, terrorism, explosion, accident, industrial dispute or any cause beyond its reasonable control.
- 18.6 Any documents or notices given hereunder by either party must be in writing and may be delivered personally or by first-class post or by fax to the others registered address or principle place of business. The notice period for posted documents will be deemed to have been given 2 working days after the date of posting. All such notices must be signed.
- 18.7 These terms and conditions shall be construed in accordance with the laws of England and Wales and the jurisdiction of which shall be the courts of England and Wales.
- 18.8 No contract will create any right enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not identified as the Company or the Customer.