

**STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS & SERVICES**

**1. INTERPRETATION**

1.1 In these Conditions the following words have the following meanings:

- "Buyer" the person(s), firm or company from whom an order to supply Goods is received by the Company;
- "Buyer Materials" any documents or other materials and any data or other information provided by the Buyer relating to the Goods and or Services;
- "Buyer's Equipment" any equipment, systems, cabling or facilities provided by the Buyer and used directly or indirectly in the supply of the Services;
- "Company" TET IP LIMITED incorporated and registered in England and Wales with company number 06219346 whose registered office is at Laser House, 132-140 Goswell Road, London EC1V 7DY;
- "Company Equipment" any equipment including tools, systems, cabling or facilities provided by the Company or its subcontractors and used directly or indirectly in supply of the Services.
- "Company Materials" any documents, specifications, designs or other materials, and any data or other information provided by the Company relating to the Goods and/or Services;
- "Conditions" the standard terms and conditions of sale as set out in this document;
- "Contract" the contract between the Company and the Buyer for the sale and purchase of specific Goods and/or Services;
- "Delivery Point" the place where delivery of the Goods is to take place under Condition 4.1;
- "Goods" any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them);
- "In-put Material" all Documents, information and materials required by the company to be provided by the Buyer relating to the Services including (without limitation), computer programs, data, reports and specifications;
- "Services" means installation, support and any other services including the provision of software created by the Company supplied to the Buyer by the Company;
- "Supplier" means any supplier of Goods or Services to the Company.

1.2 In these Conditions references to any statute or statutory provision shall, unless

the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

**2. APPLICATION OF TERMS**

2.1 Subject to any variation under Condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, acceptance of a quotation, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Company's sales of Goods and Services and any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

2.4 Each order for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods and/or acquire Services subject to these Conditions and no order shall be accepted until the Company either expressly by giving notice of acceptance, or implicitly by fulfilling the order, or in the case of Services commences performance of those Services in whole or in part accepts the offer.

2.5 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.6 Quotations are given by the Company on the basis that no contracts shall come into existence except in accordance with condition 2.4. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

**3. DESCRIPTION**

3.1 The description of the Goods and/or Services shall be as set out in the Company's quotation or where applicable Project Plan or Proposal.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.

3.3 Notwithstanding that a sample of the Goods be exhibited to and inspected by the Buyer, such sample is so exhibited and inspected solely to enable the Buyer to judge for itself the quality of

- the Goods and not so as to constitute a sale by sample.
4. **DELIVERY OF GOODS**
- 4.1 The Goods shall be delivered to the Buyer's place of business or at such other place of delivery as instructed by the Buyer prior to delivery of the Goods.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 4.3 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery and the company has notified the Buyer of the delivery date, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.3.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 4.3.2 the Goods will be deemed to have been delivered; and
- 4.3.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 4.4 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading the Goods.
- 4.5 The Company may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver or defect in one or more instalment shall not entitle the Buyer to reject the other instalments.
5. **NON-DELIVERY**
- 5.1 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.
6. **DELIVERY OF SERVICES**
- 6.1 The Services shall be performed at the Buyer's place of business or at such other place of performance of the Services as is instructed by the Buyer prior to the performance of the Services.
- 6.2 The Company shall use reasonable endeavours to meet any performance dates specified in the quotation, any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Buyer's premises and that have been communicated to it under condition 7.1.5, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 6.4 The Buyer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Buyer in writing.
- 6.5 If Goods are damaged in transit this must be recorded in writing at the time the Goods are received and the Buyer must notify the carrier and the Company within 2 days of receipt. The Company shall have no liability in respect of Goods which are signed for as received in 'Good Condition'. All Packaging and contents must be held for inspection.
- 6.6 In the event Goods are not received by the Buyer within 6 days of the date of the invoice the Buyer must immediately inform the carrier and the Company in writing.
7. **BUYER'S OBLIGATIONS**
- 7.1 The Buyer shall:
- 7.1.1 co-operate with the Company in all matters relating to the Services;
- 7.1.2 provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Buyer's premises, office accommodation, data and other facilities as required by the Company;
- 7.1.3 provide to the Company, in a timely manner, such In-put Material and other information as the Company may require and ensure that it is accurate in all material respects;
- 7.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Company of all of the Buyer's obligations and actions under this condition 7.1.4;
- 7.1.5 inform the Company of all health and safety rules and regulations and any other

- reasonable security requirements that apply at the Buyer's premises;
- 7.1.6 ensure that all Buyer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- 7.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Company's Equipment, the use of In-put Material and the use of the Buyer's Equipment in relation to the Company's Equipment, in all cases before the date on which the Services are to start;
- 7.1.8 keep, maintain and insure the Company's Equipment in good condition OR in accordance with the Company's instructions as notified in writing from time to time, and shall not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorisation; and
- 7.1.9 The Buyer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services OR termination of the Contract, solicit or entice away from the Company or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 7.1.10 Any consent given by the Company in accordance with condition 7.1.9 shall be subject to the Buyer paying to the Company a sum equivalent to 110% of the then current annual remuneration and all emoluments of the Company's employee, consultant or subcontractor or, if higher, 110% of the annual remuneration and all emoluments to be paid by the Buyer to that employee, consultant or subcontractor.
- 8. CONFIDENTIALITY AND THE COMPANY'S PROPERTY**
- 8.1 The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Buyer may obtain.
- 8.2 The Buyer may disclose such information:
- 8.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Buyer's obligations under the Contract; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 8.3 The Buyer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.
- 8.4 The Buyer shall not use any such information for any purpose other than to perform its obligations under the Contract.
- 9. RISK AND TITLE**
- 9.1 The Goods are at the risk of the Buyer from the time of delivery.
- 9.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 9.2.1 the Goods; and
- 9.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- 9.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 9.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
- 9.3.5 hold the proceeds of the insurance referred to in Condition 9.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 9.4 The Buyer's right to possession of the Goods shall terminate immediately if:
- 9.4.1 the Buyer goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors, enters administration or suffers any other insolvency related event; or
- 9.4.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 9.4.3 the Buyer encumbers or in any way charges any of the Goods.

- 9.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 9.6 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
10. **PRICE**
- 10.1 Unless otherwise agreed by the Company in writing the price for the Goods and/or Services shall be the price set out in the Company's quotation.
- 10.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
- 10.3 The Company shall endeavour to ensure the accuracy of the prices quoted to the Buyer but the Company shall have no liability to the Buyer for any errors or omissions in relation to the price of the Goods and/or Services and all prices are subject to alteration without notice to the Buyer. The Company reserves the right to increase its prices where at the request of the Buyer the Company suspends delivery of the Goods and/or the performance of the Services.
11. **PAYMENT**
- 11.1 Payment of the price for the Goods and/or Services is due and payable no later than 30 days of the date of the invoice.
- 11.2 Time for payment shall be of the essence.
- 11.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 11.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 11.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 11.6 The Company reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.7 If the Buyer fails to pay any sum due, the Company may without prejudice to any other right or remedy interrupt, suspend, or cancel delivery of the Goods and/or performance of the Services to the Buyer. Such interruption, suspension or termination does not relieve the Buyer from paying any amount overdue and payable under the Contract.
- 11.8 The Company may in its absolute discretion assign to any third party any debt outstanding and due from the Buyer without reference to the Buyer.
12. **WARRANTIES**
- 12.1 The Company warrants that the Services will be carried out by appropriately qualified and trained personnel, in a competent and professional manner with reasonable skill and care, to such standard of quality as it is reasonable for the Buyer to expect in all circumstances.
- 12.2 The Company warrants that on delivery the Goods shall be reasonable and fit for the purpose which the Buyer has made known in writing to the Company, shall be of merchantable quality and shall correspond with the descriptions with which they are sold.
- 12.3 The Buyer does not rely on any representation, warranty or other provision except as expressly provided in this Contract and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.
- 12.4 Where the Company is not the manufacturer of the Goods and the Goods are purchased from a Supplier for the resale to the Buyer, the Company gives no warranty to the Buyer as to the quality of the Goods or fitness for purposes or otherwise but shall where possible endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company from the relevant Supplier.
- 12.5 The Buyer must comply with the terms of the Supplier's software licenses.
- 12.6 The Company shall not be liable for any breach of the above warranties (the "Warranty"):
- 12.6.1 Unless the Buyer has paid to the Company all monies payable on or by the date stipulated for payment;
- 12.6.2 Unless the Buyer gives written notice of the non-compliance or alleged defect within one week of discovery of the non-compliance or defect or the date when such problems ought reasonably to have been discovered and in any event before the expiration of the warranty period;
- 12.6.3 If the Goods have been notified, altered or otherwise tampered within any way other than by a duly authorised representative of the Company;
- 12.6.4 If the Goods have been subjected to misuse, neglect, carelessness, lack of maintenance, vandalism or other commotion, disturbance of whatever nature affecting the Goods directly or indirectly as a result of any such matter affecting the premises in which the Goods are situation;
- 12.6.5 If and to the extent that the Goods have been produced from designs or specifications produced by or on behalf of the Buyer.
- 12.7 If a warranty claim shall arise, the Company will at its option and expense either:
- 12.7.1 Replace the non-complying or defective Goods as soon as reasonably practicable using such materials as it shall think fit subject to their being of a quality and type

- commensurate with those supplied under the Contract; or
- 12.7.2 Take back the non-complying or defective Goods and refund the appropriate part of the Contract price.
- 12.8 Performance of either of the above options shall constitute discharge of the Company's entire liability under the warranties.
13. **RETURNS**
- 13.1 The return of Goods shall be at the sole discretion of the Company and will only be accepted if the Goods are returned in their original packaging, as new with any manuals, software and accompanied by a Return Number. This should be clearly written on the outside of the box containing the Goods. Requests for Return Numbers should be made by telephone to the Services Department stating the relevant invoice number. The Company reserves the right not to issue a Returns Number if the Buyer is at fault. The Buyer is responsible for the costs of returning the Goods to the Company.
- 13.2 All returns will be subject to a re-stocking fee of 10% plus VAT except when the Goods are ordered and obtained specifically as per Buyer order in which case a re-stocking fee of 25% plus VAT will apply.
- 13.3 Goods which are returned for credit must be authorised by the Company and will only be accepted if received by the Company in an unopened and as new condition.
14. **CANCELLATIONS**
- 14.1 The Buyer shall not be entitled to cancel or reschedule any order for Goods and/or Services or any part thereof except upon terms which reimburse the Company for loss of profit and all costs, charges and expenses incurred by the Company in respect of the Goods and/or Services or any part thereof up to the date of receipt by the Company of written notification of cancellation from the Buyer. Cancellation or rescheduling of an order is subject to a minimum of 6% of the total value of the cancelled order (which amount the Buyer agrees represents a genuine estimate of the Company's loss together with the Company's costs of recovering Goods delivered or in transit).
15. **LIMITATION OF LIABILITY**
- 15.1 Subject to Condition 12, the following provisions of this Condition 15 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 15.1.1 any breach of these Conditions; and
- 15.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.
- 15.3 Subject to Conditions 12.2 and 15.2:
- 15.3.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the specific Contract for the Goods giving rise to the event causing loss or damage shall be limited to the purchase price of those Goods pursuant to the Contract; and
- 15.3.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the specific Contract for the Services giving rise to the event causing loss or damage shall be limited to the purchase price of those Services pursuant to the Contract; and
- 15.3.3 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
16. **INTELLECTUAL PROPERTY**
- 16.1 The property and any copyright or other intellectual property rights in:-
- 16.1.1 any Buyer Materials shall belong to the Buyer;
- 16.1.2 any Company Materials shall, unless otherwise agreed in writing between the Buyer and the Company, belong to the Company, subject only to a licence in favour of the Buyer to use the Company Materials for the purposes of receiving the Goods and/or Services.
- 16.2 Where Goods are made or adapted in accordance with the Buyer's specifications the Buyer shall indemnify the Company against all costs, claims and/or expenses incurred by the Company in respect of the infringement or alleged infringement by such Goods of any patents, registered designs, trademarks or other rights belonging to third parties.
17. **ASSIGNMENT**
- 17.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 17.2 The Company may assign the Contract or any part of it to any person, firm or company.
18. **FORCE MAJEURE**
- The Company reserves the right to defer the date of delivery or provision of Services or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions,

war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable Goods or materials Provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate the Contract.

19. **GENERAL**

- 19.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 19.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 19.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 19.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

20. **NOTICES**

- 20.1 All notices between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by email or facsimile transmission to the registered office address of the party in question or such other address as shall be notified by the Company or the Buyer to the other from time to time.
- 20.2 Notices shall be deemed to have been received:
- 20.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting);

- 20.2.2 if delivered by hand, on the day of delivery;
- 20.2.3 if sent by email or facsimile transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.