

NetVector Consulting Limited – Terms and Conditions

The Company has agreed to provide certain services to the Purchaser in respect of delivery, installation and technical support upon the terms and conditions contained in this Agreement, which may include the purchase of the Products.

1 Definitions

1.1 In this agreement unless the context otherwise requires:

ADDITIONAL CHARGES means the charges at the company's rates from time to time for work undertaken on a time and materials basis

COMPANY means NetVector Consulting Limited

DELIVERY DATE means the estimated date for the delivery of the Products

DOCUMENTATION means the instruction manuals user guides any relevant Licences supplied and other information identified in the Schedule made available by the Company at its discretion in either printed or machine readable form to the Purchaser

EQUIPMENT means the items of hardware identified in the Schedule

PRODUCTS means the Equipment Documentation and any software

PURCHASE PRICE means the aggregate price of the Products

PURCHASER means the company, organisation or person purchasing services from the Company.

SERVICES means the installation and maintenance of the Products

SITE means the address for delivery of the Products specified by the Purchaser

2 Purchase Price

2.1 The Purchase Price shall include:

2.1.1 The cost of delivery of the Products to the Site

2.1.2 All levies and taxes payable in respect of the import of the Products

2.2 The Purchase Price shall not include any special delivery costs or value added tax

2.3 The Purchase Price shall not include the Technical Support set out in clause 13 for which Additional Charges will be made.

2.4 Payment in full of the Purchase Price, VAT and any Additional Charges shall become due 30 days after the receipt by the Purchaser of appropriate invoices.

2.5 The Company reserves the right to charge the Purchaser interest in respect of the late payment of any sum due under this agreement (as well after as before judgement) at the rate of 4 per cent per annum above the base rate from time to time of the HSBC Bank plc from the due date therefor until payment.

3 Delivery

3.1 The Company shall use all reasonable endeavours to deliver the Products to the Site on the Delivery Date or as soon thereafter as is possible. Time shall not be of the essence.

3.2 At delivery the Purchaser shall make available to the Company free of charge such labour and equipment as the Company shall reasonably require to perform its duties hereunder.

4 Preparation of the site

4.1 The Company shall make available to the Purchaser relevant information in sufficient time to enable the Purchaser to complete the preparation of the Site in accordance with that information on or before the Delivery Date, which shall include the widening of doors and windows and the making of all other structural and electrical alterations to the Purchaser's premises necessary to permit delivery and installation of the Products to the Site.

4.2 The Company shall have no liability to the Purchaser in respect of late or partial delivery where the same results from the Purchaser's failure to properly prepare the Site.

5 Installation and acceptance

5.1 The Company shall commence installation of the Products on a date to be agreed with the Purchaser.

5.2 The Purchaser shall accept the Products upon the date that the Company informs it that such installation has been completed.

6 Title and risk

6.1 Title to the Products shall not pass to the Purchaser until the date that the Purchase Price, Additional Charges and VAT have been paid in full to the Company (the Payment Date).

6.2 Until the Payment Date the Purchaser shall not be entitled to change alter modify sell transfer lease charge assign by way of security or otherwise deal in or encumber the Products and the relationship between the Company and the Purchaser in respect of the Products including any proceeds of sale or other consideration shall be a fiduciary one.

6.3 If either:

6.3.1 the Purchaser fails to effect payment in full of all sums due hereunder by the Payment Date; or

6.3.2 prior to the Payment Date the Purchaser convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) the Purchaser's creditors or if the Purchaser is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Purchaser or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Purchaser or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) then the Company (without prejudice to any other legal remedies it may have) shall at any time thereafter be entitled to enter upon the Site (without notice to the Purchaser) and remove the Products

6.4 Risk in the Products shall pass to the Purchaser upon the Delivery Date.

6.5 With effect from the Delivery Date up to and including the Payment Date the Purchaser shall insure the Products for their full replacement value and shall provide a copy of the insurance certificate to the Company.

7 Warranty

THE PURCHASERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 7.

7.1 Subject to the exceptions and limitations set out in this agreement the Company warrants that its title to and property in the Products is free and unencumbered and it will perform the Services with reasonable care and skill.

7.2 The Purchaser shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty.

7.3 Without prejudice to the foregoing the Company does not warrant that the use of any software will meet the Purchaser's data processing requirements or that their operation will be uninterrupted or error free.

7.4 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Purchaser for any claim in connection with the Products or Services and the entire Liability of the Company shall not unless otherwise agreed exceed the amount of the Purchase Price.

7.5 The Company shall not be liable to the Purchaser or be deemed to be in breach of these Conditions if the cause of the breach was beyond the Company's reasonable control.

7.6 Subject to clause 7.4 above the Company shall not be liable to the Purchaser for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Purchaser as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Purchaser incurring the same.

8 Intellectual property

8.1 The legal ownership and any copyright or other intellectual property rights in the Products, Services and any material, documents, data or other information supplied by the Company, which belongs to the Company shall, at all times remain exclusively vested in the Company.

9 Purchase price variation

9.1 The Purchase Price is based upon the Company's current list prices. The Company shall be entitled by notice served upon the Purchaser to vary the Purchase Price at any time up to the 14th day before the Delivery Date and the Purchase Price (subject to the Purchaser's rights of cancellation) shall upon receipt by the Purchaser of any such notice accordingly be deemed to be amended.

9.2 Upon receipt of a notice pursuant to clause 9.1 above the Purchaser shall upon not less than 14 days notice to the Company be entitled to terminate this agreement.

10 Products variation

10.1 The Purchaser shall be entitled at any time up to the 14th day before the Delivery Date to vary all or any of the Products save that the Company shall not be liable for any resultant delay in the delivery or installation of the Products so varied.

11 Telecommunications

11.1 The Purchaser intends to attach the Equipment to a telecommunications network (the Network) and shall be responsible for where necessary obtaining the consent of the owner of the Network (the Owner) for the connection of the Equipment to the Network purchasing and installing all equipment necessary to make the said connection paying all appropriate charges levied by the Owner and at all times complying with such technical and other regulations that the Owner shall impose as a condition of connection.

11.2 The Company warrants that the Equipment has been approved by the Secretary of State for Trade and Industry or any person to whom he has delegated his powers (the Authority) for connection to the Network but reserves to itself the right to make such alterations modifications or additions to the Equipment at the

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Purchaser's expense that the Authority may require as a continuing condition of such approval.

11.3 The Company does not warrant that the Authority will not withdraw the consent or approval referred to in clause 11.1 and 11.2 above.

11.4 The Company shall not be liable for any loss or damage resulting from the acts or omissions of the Owner or the breach by the Purchaser of its obligations under this clause.

12 Access to the Site

12.1 The Purchaser shall allow the Company including its employees agents and sub-contractors such reasonable access to the Site as it shall from time to time require to perform its obligations under this Agreement including the provision of any Technical Support.

13 Technical Support

13.1 The Company shall use its reasonable endeavours to provide technical support when requested to the Purchaser ("Technical Support").

13.2 Technical Support shall comprise advice by telephone or post and/or upon request by the Purchaser the diagnosis of faults and advice and assistance in the rectification of such faults (remotely or by attendance on Site as determined by the Company) by the issue of fixes in respect of although the Company does not guarantee that such faults will actually be fixed.

13.3 The Purchaser shall supply to the Company a detailed description of any fault requiring Technical Support.

13.4 Technical Support shall be available between the hours of 9 am and 5.00 pm Monday to Friday (excluding weekend bank and other public holidays). The Company shall use its reasonable endeavours to respond within 24 hours of receipt of a request

14 Confidentiality

14.1 Each party to this Agreement undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement and take all such steps as shall from time to time be necessary to ensure compliance by its employees agents and sub-contractors and save that which is already in its possession other than as a result of a breach of this clause; or in the public domain other than as a result of a breach of this clause.

14.2 The Purchaser shall take all such steps as shall be necessary to protect the Company's copyright and confidential information and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute sell or disclose the contents of the same to any third party without the prior consent of the Company.

15 Termination

15.1 This agreement may be terminated:

15.1.1 by the Purchaser in accordance with clause 9;

15.1.2 forthwith by the Company if the Purchaser fails to pay any sum due hereunder within 30 days of the due date therefor;

15.1.3 forthwith by either party on giving the other 30 days written notice or if the other commits any material breach of any term of this agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

15.1.4 forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

15.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

16 Force majeure

16.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control (an Event of Force Majeure).

16.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure and the details of such circumstances.

17 Waiver

17.1 The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any

succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

18 Notices

18.1 Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by telex or facsimile transmission (such telex or facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address, electronic mail or to the facsimile number of the other party set out in this agreement (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by telex or facsimile transmission) upon the expiration of 12 hours after dispatch.

19 Invalidity and severability

19.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable it shall not affect the other provisions of this agreement which shall remain in full force and effect.

20 Entire agreement

20.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

20.2 The Company shall not be liable to the Purchaser for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this agreement other than those representations agreements statements or undertakings confirmed by a duly authorised representative of the Company in writing or expressly incorporated or referred to in this agreement.

20.3 The Purchaser accepts that any software programs supplied by the Company were not designed and produced by the Company.

21 Successors

21.1 This agreement shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

22 Assignment and sub-licensing

22.1 Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the written consent of the other.

23 VAT

Save insofar as otherwise expressly provided all amounts stated in this Agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor.

24 Headings

Headings to clauses in this agreement are for the purpose of information and identification only and shall not be construed as forming part of this agreement.

25 Law

This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.