

Telica I.T. ("The Company")

TERMS OF BUSINESS

Unless otherwise agreed in writing these Terms of Business shall apply exclusively to the supply of all Products. "Products" shall mean such items of computer components, systems, services or consultancy time as are specified on any invoice delivery note or order form issued to the customer.

Orders No order submitted by a customer for the supply of Products shall be deemed to be accepted unless and until confirmed in writing by the Company's authorised representative or by despatch of goods or commencement of service or consultancy.

Price Unless agreed to the contrary:

- (a) Prices charged for the goods will be those ruling at the date of despatch to the customer
- (b) Services and consultancy charges will be charged in accordance with the Company's estimate quoted before any work is commenced
- (c) All prices shall be subject to Value Added Tax (VAT) at the then current rate unless otherwise stated.

Payment

- (a) Unless credit terms have been agreed in advance the price for the Product is due on delivery
- (b) Where credit terms have been agreed:
 - 1 A delivery note will be delivered with the Product
 - 2 An Invoice will be delivered to the customer upon receipt of payment or within 3 days of due payment date
 - 3 Interest will be charged on the balance of the payment outstanding from and including the date of the invoice until payment in full at the rate of 2.5% per calendar month both before and after judgement
- (c) The Company may recover as a debt from the customer all costs, charges and expenses on a full indemnity basis incurred by the Company in enforcing or collecting payment or any overdue amount

Delivery

- (a) Delivery will normally be made at time of sale
- (b) Delivery by carrier (including post) is arranged on behalf of the customer and at the customer's request. The Company maintains Goods in Transit Insurance on behalf of customers. Claims for damage in Transit must be notified in writing within 7 days of the date of the invoice. Claims for loss in Transit or shortage of delivery must be notified to the Company within 7 days of the date of the invoice.
- (c) Although the Company will endeavour to meet delivery dates, delivery dates are estimates only and the Company shall not be liable for any loss or damage occurring through any such failure to meet such date.

Risk and Title

- (a) All Products shall be at the customers risk from the moment of despatch to the customer by the Company, and shall remain the Company's property until:
 - (i) the Company has received in cash or cleared funds, payment in full of
 - (*) the price of the Products: and
 - (**) all the sums due and owing by the customer to the Company: or
 - (ii) The Products have been re-sold by the customer in accordance with paragraph (b) of this clause
- (b) The customer shall be entitled to use and re-sell the Products which are still the property of the Company on normal commercial terms in the ordinary course of its business
- (c) From the date of despatch of the Products to the customer the customer shall for so long as the Products remain the Company's property keep the Products comprehensively insured with insurers of high repute against loss by accident, fire, theft and other risks usually covered by insurance in the type of business

carried on by the customer in an amount at least equal to the price of the Products

(d) If for any reason the Company has the right to re-possess Products on the premises of the customer, then the customer shall be deemed to have irrevocably authorised the Company to enter any of his premises for the purpose of taking possession of such Products

Trade Mark - The customer shall not use or permit to be used the trade mark or other proprietary mark in the Products in any advertising material or otherwise without the consent of the Company, which may be given or withheld at the Company's discretion

Variation and Representatives

- (a) No employee or representative of the Company is authorised to agree to any variation or addition to these Terms of Business unless such variation or addition is in writing and signed on behalf of the Company by a Director or other person authorised by the Company
- (b) The Company's employees or agents are not authorised to make any representations concerning the Products unless confirmed by the Company in writing. In entering into any contract with the Company the customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

Force Majeure The Company shall not be liable in respect of any shortage of or failure to supply Products where such shortage or failure is due Act of God, shortage of supply, riots, civil commotion, strikes, lock-outs, stoppages or restraint or withdrawal of labour for whatever cause, whether partial or general or any other reason beyond the control of the company in such circumstances shall not be liable in respect of any loss to the customer.

Default

If:

- (a) the customer makes any voluntary arrangement with its creditors (being an individual) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
- (b) A Receiver is appointed over any of the property or assets of the customer or
- (c) The customer ceases or threatens to cease to carry on business or
- (d) The Company reasonably apprehends that any of the events mentioned above is about to occur and notifies the customer accordingly or
- (e) Any monies are unpaid by the customer when they have become due to the Company or
- (f) If the customer fails to observe and perform any of the Company Terms of Business THEN (without prejudice to any other right or remedy available to the Company) all sums invoiced or otherwise owing to the Company by the customer howsoever arising shall immediately become due and owing to the Company and the Company may suspend delivery of goods ordered but not delivered and repossess any goods supplied by the Company whether paid for or not paid for in full to the amount due to the Company and decline to carry out services ordered but not paid for.

Waiver - Any indulgence granted by the Company to the customer or any waiver by the Company of its rights under these Terms of Business in respect of any particular transaction or series of transactions shall not be deemed an agreement to the same indulgence or waiver of the Company's rights in respect of any further transaction(s).

Law - These terms and conditions shall be governed by English law.

Validity - These terms and conditions are separate and severable and if for any reason a term or condition or part of a term or condition may prove to be illegal or unenforceable this shall not affect the validity of the remaining terms and conditions or part of such terms and conditions.