

TERMS AND CONDITIONS OF SALE

1. Definition

- (1) "G.B." means Green & Bowen Systems Ltd.
- (2) "The Customer" means the party who is the addressee of any quotation, order acceptance or other communication subject to these conditions
- (3) "Products" means goods including but not limited to computer hardware and software items to be provided by G.B. to the customer in accordance with these conditions.
- (4) "Third party software" means software owned by or licensed to the customer from a third party owner (whether or not supplied by G.B.) and which comprises part of the Products.

2. General

- (1) All quotations are made and orders accepted by G.B. subject only to these terms and conditions.
- (2) It is agreed that these terms and conditions (or any amendments to them) prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by G.B. in writing and signed by G.B.
- (3) The placing of an order by the Customer implies acceptance of these terms and conditions.
- (4) G.B. reserve the right to accept or refuse orders from the Customer
- (5) The placing of an order following a quotation given by G.B. shall not be binding on G.B. unless and until accepted by G.B. in writing.
- (6) G.B. can insist on a separate software development contract being agreed between G.B. and the customer before accepting any order.
- (7) Ownership of the Products shall remain in G.B. until full payment for the Products has been made. Whilst the equipment is in the possession of the Customer and before the property in the Products have passed to the Customer, the Customer shall keep the Products in the same condition as that in which it was delivered and make good any damage or deterioration that occurs. Risk in the Products shall pass to the Customer when the Products are delivered ex - works.
- (8) Software Licence will not be granted to the Customer until payment has been received in full.

3. Cancellation and rescheduling

- (1) 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 G.B. if made at least 14 days before despatch of the products.
- (2) Any cancellation or rescheduling is subject to acceptance by and at the sole discretion of G.B.
- (3) G.B. reserve the right to charge a reasonable administration charge.
- (4) The Customer hereby agrees to indemnify G.B. against all losses, costs, damages and other expenses (including labour, materials and/or other overheads) arising out of the order cancellation or rescheduling.
- (5) The Customer shall pay and cancellation/rescheduling charges within 30 days of G.B.'s invoice for same.

4. Intellectual property rights

- (1) The Customer hereby acknowledges that and proprietary rights in 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 third party software owner.
- (2) The Customer hereby acknowledges that it is its sole responsibility to gain knowledge of, and comply with any terms and conditions of licence attached to third party software supplied and delivered by G.B.
- (3) The Customer hereby acknowledges that failure to comply with the terms and conditions of third party software could result in the Customer being refused a software licence or having same revoked by the proprietary owner.
- (4) The Customer agrees to indemnify G.B. in respect of any costs, charges or expenses incurred by G.B. as the result of any breach by the Customer of third party software terms and conditions.

5. Period of Licence and Maintenance Service

- (1) The period of contract shall be determined by the Software Licence pursuant to the terms in section 4.
- (2) G.B. may enforce the licence period by the use of a licence key. The software may cease to be operational after the period of the licence.
- (3) Any use of the software, after the expiration of the period of licence is in breach of this contract.
- (4) G.B. may provide a software maintenance service pursuant to the scope of a separate software maintenance contract.
- (5) Use of any software by the customer constitutes acceptance of these terms unless agreed otherwise in writing by a director of GB.

6. Charges and Payments

- (1) G.B. reserve the right to request a non-refundable deposit against a quotation to be paid prior to supply of any of the Products
- (2) Any outstanding balance for Products shall be paid within 30 days of delivery of same.
- (3) All payments due for maintenance shall be made by the Customer prior to the commencement of the maintenance contract.
- (4) The refund of any monies after early termination of this contract shall be at the discretion of G.B.
- (5) G.B reserve the right to charge for any work undertaken outside of a maintenance contract.
- (6) All charges payable by the Customer hereunder exclude Value Added Tax. Value Added Tax and/or any other similar tax, which may be imposed from time to time will be applied in accordance with the legislation in force at the tax point date. If any sum payable under this Contract becomes overdue G.B. reserves the right to charge interest (on a day to day basis) from the original due date to the date of receipt by G.B. of the sum due. The rate of interest shall be five per cent above the Base Rates of the National Westminster Bank PLC in force from time to time.

7. Customers Responsibilities

- (1) Subject to receiving prior notice, the Customer shall provide such reasonable access to the Software and the Computer Equipment or parts thereof as G.B. may require to fulfil its obligations under this contract. G.B. may work on the Customer's premises only with the authorisation of the Customer. The Customer shall take all reasonable precautions to protect the health and safety of the personnel of G.B. and of its subcontractors whilst on the Customer's premises.
- (2) The Customer will care for the Software and all parts thereof and will only operate in accordance with the instructions provided by G.B., or relevant to the licence specified in section 4 pertaining to the applications software.
- (3) The Customer will be responsible for any additional costs including hardware/ software costs, incurred as a result of rectifying any problem caused by misuse of the hardware or software.

8. Liability for Accident and Damage

- (1) G.B. warrants that it will carry out the services. within the contract in a timely and professional manner with due care and attention. Any defects in the service shall be notified to G.B. within 3 days of the defect occurring.
- (2) G.B. shall not be liable for any costs claims or damages or expenses arising out of tortuous act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals of such costs claims damages or expenses on a time basis.
- (3) G.B. shall not be liable to the Customer for any loss or damage of whatsoever nature and howsoever caused.
- (4) G.B. will undertake to rectify any damage caused to software and hardware by themselves as soon as is practically possible and at no cost to the Customer.

10. Confidentiality

All trade and professional secrets or other information supplied by either party shall be kept confidential and such supply shall not imply any transfer of property.

11. Time of Performance and Force Majeure

Neither party shall be liable to the other for any damages or penalty for delay or for failure to give notice or delay in the performance of its obligations hereunder where such delay is due to any circumstances beyond its control including but not limited to strikes, lockouts, accidents, illness, absence from work, warfare reduction in or unavailability of power at manufacturing plant breakdown of plant or machinery or delays in transportation. In such event the date for the performance of such obligations shall be deemed extended for a period equal to the delay.

12. Breach

If either party makes default or commits any breach of its obligations under this contract and (upon receiving written notification from the other of such default or breach) fails to remedy the default or breach within 12 days, or becomes bankrupt (or where the Customer is a partnership, if any partner therein becomes bankrupt) or makes any composition or arrangement with his/its creditors or goes into liquidation, whether voluntary or compulsory (except for the purposes of a bona fide reconstruction), or ceases, or threatens to cease trading, or if it suffers the appointment of a receiver over any of its assets then the other party shall immediately become entitled (without prejudice to its other rights) to terminate this contract forthwith by notice in writing to the other, and recover any outstanding monies due.

13. Contract

- (1) This contract represents the entire agreement between the parties in respect of the Product supply and/or software support. Each party warrants that no representation has been made which has induced the other to enter this contract.
- (2) Headings are for convenience only and shall not effect the construction of the provisions of this contract.
- (3) No failure, delay, relaxation or indulgence on the part of either party in this contract shall operate as a waiver of the power or right of either party under the contract or preclude any other or further exercise of such power or right.
- (4) The Customer shall not without the prior consent in writing of G.B., such consent not being unreasonably withheld or delayed, assign or transfer the contract or the benefits or obligations thereof to any other person.
- (5) The waiver by G.B. of any breach of and term or condition of this contract shall not prevent the subsequent enforcement of such a term or condition.
- (6) The invalidity of unenforceability for any reason of any part of this contract shall not prejudice or affect the validity or enforceability of the remainder.

14. Movement of equipment.

The customer shall not move the computer equipment to another location without giving G.B. prior written notice thereof. If the customer decides to move the equipment, G.B. reserve the right to increase their charges should such a move increase the costs to maintain the software

15. Arbitration

If at any time any question, dispute or difference whatsoever arises between G.B. and the Customer in connection with this contract, either may be referred by either party to the arbitration of a person mutually agreed upon in writing by the parties hereto or failing such agreements within thirty days to a person appointed by the president of the Law Society. The submission shall be deemed to be a submission to arbitration which the meaning of Arbitration Act 1950 or any statutory modification or re-enactments thereof for the time being in force.

16. Law

This contract shall be construed and operate in accordance with the Laws of England and the parties submit to the jurisdiction of the English Courts.

17. Notices.

Any notice required to be given for the purposes of this contract shall be deemed to have been duly given if sent by first class pre-paid post, by fax or delivered by hand. Any such notice sent to G.B. shall be sent to G.B., whose head office is at 15 High Street, Walsall Wood, Walsall, West Midlands WS9 9LR and if sent to the Customer shall be sent to the address set out on the first page hereof or in either case such other address as may be notified in writing by either party. Any notice sent by first class post shall be deemed to have been served on the addressee 48 hours after the posting thereof. Any notice delivered by hand shall be deemed to be served at the time of delivery. Any notice sent by fax shall be deemed to have been served 12 hours after the despatch thereof. Any notice sent by electronic means shall be deemed to be served on confirmation by a director of G.B.