



COMPU b Limited – STANDARD TERMS & CONDITIONS OF SALE (UK)

1. INTERPRETATION

1.1 The following definitions and rules of interpretation in these terms and conditions of sale apply herein.

“Buyer” means the legal entity, institution, body, person, or company that contracts to purchase Goods from Compu b Limited (herein also referred to as the “Company”). “Delivery Point” means the place where delivery of the Goods is to take place under condition 3. “Goods” means any goods, products or services agreed in any contract of sale between the Company and the Buyer to be supplied to the Buyer by the Company.

2. APPLICATION OF TERMS

2.1 Subject to any written agreement between the parties hereof, any sale and purchase of the Goods shall be concluded in lieu with 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, specification or other document). In the event of any conflict between these conditions and a written agreement between the parties the terms of the written agreement shall prevail.

2.2 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing by the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these conditions.

2.3 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

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

2.5 Goods are sold on the strict condition that they shall not be or allowed to be leased or rented or be sold under an exchange or repurchase scheme other than as the Company (acting on its own behalf) or, if some or all of the Goods in question are being distributed on behalf of any third party (herein referred to as a "Rights Company"), any relevant Rights Company may allow from time to time by written notice, and that they shall not be sold without a similar condition being imposed on the subsequent buyer.

3. DELIVERY

3.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's registered office or at such other address as the Company and the Buyer may agree.

3.2 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 shall be within a reasonable time.

3.3 Subject to the other provisions of these conditions the Company shall not be liable for any indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and /or similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods

3.4 If, for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations:

- (a) risk in the Goods shall pass to the Buyer (save for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, where upon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage & insurance costs).

3.5 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

3.6 The Company reserves the right to levy a surcharge on any order under a minimum net value as notified by the Company to the Buyer from time to time.

4. NON-DELIVERY AND RETURN OF GOODS

4.1 The quantity of any delivery or consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary within 72 hours of the receipt by the Buyer of the Goods.

4.2 Upon receipt by the Buyer of the Goods a visual check shall be made of all Goods and a check of the quantity & quality of the packaging, carton and / or pallet counts shall be made. At the earliest opportunity the Buyer will split down the Goods (if appropriate) and check to ensure that the correct Goods and quantities have been sent and to check for any damage. The Buyer shall give the Company evidence including photographic evidence in respect of any damage and non-conforming deliveries. Any discrepancies found on the delivery of Goods must be notified to the Company within 72 hours of receipt by the Buyer of the Goods. The photographic evidence furnished by the Buyer may be compared with the Company's evidence of dispatch including date and time marked photographic evidence showing seals, security tape and/or binding.

4.3 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 against any invoice raised for such Goods.

4.4 Requests from the Buyer for proof of delivery by the Company must be received within 7 days of delivery of the Goods. The Company reserves the right to charge for providing proof of delivery where the request is due to an administrative failure on the part of the Buyer.

4.5 Subject at all times to clause 4.2, the Buyer may return Goods that were received in a faulty or damaged condition, save through fault of the Buyer, within 28 days of the delivery of the Goods, and the Company shall either replace the Goods or issue the Buyer with a credit note equal to the price paid.

4.6 The Buyer may return Goods that are not faulty or damaged, but only being Goods remaining unused and in their original, clean, unopened outer packaging (and such being accepted as suitable for re-sale by the Company, at its sole discretion) and that have not since been re-sold by the Buyer, within 28 days of the original delivery of the Goods to the Buyer, and the Company may then issue the Buyer with a product exchange or a credit note.

4.7 The Buyer may return Goods that are not faulty or damaged, being Goods remaining unused and in their original, clean, but opened outer packaging (being accepted as generally suitable for potential but discounted re-sale by the Company, at its sole discretion) and that have not since been re-sold by the Buyer, within 14 days of the original delivery of the Goods to the Buyer, and the Company may then issue the Buyer with a credit note, subject to a minimum re-stocking charge of 10% of the price charged, but at all times at the Company's discretion.

4.8 Credit will not be given on "Built-to-Order" Goods returned, notwithstanding clauses 4.5, 4.6 & 4.7, the return policies for certain Goods may differ to that set-out above and the Company shall notify the Buyer, of such instances where the returns policies are different to those set out in these terms and conditions. The enforceability of returns policies different to those set out above shall not be affected by the failure, if any, of the Company to notify the Buyer. For clarification, the Buyer should request details from the Company, but any credits will always remain solely at the discretion of the Company.

5. RISK/TITLE OF GOODS

5.1 The Goods are at the risk (for insurance and other purposes) of the Buyer from the time of delivery.

5.2 Subject to clause 5.3, 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:

- (a) the Goods; and
- (b) all other sums which are, or which have become, due to the Company from the Buyer on any account.

5.3 Notwithstanding clause 5.2, until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis on the Company's behalf;
- (b) 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 and in the event the Buyer obtains similar goods from any other supplier which cannot readily be distinguished from the Goods ("Similar Goods") the Buyer shall mark or label the Similar Goods to distinguish them from the Goods;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them 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.

5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be affected in the ordinary course of the Buyer's business at full market value;
- (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

5.5 The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) the Buyer convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager or examiner appointed to its undertaking or any part thereof, or documents are filed with the court for the appointment of an examiner of the Buyer or notice of intention to appoint an examiner is given by the Buyer or its directors or by a floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an examiner ship order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under any contract between the Company and the Buyer for the sale and purchase of the Goods, or is unable to pay its debts as they fall due or the Buyer ceases to trade; or
- (c) the Buyer encumbers or in any way charges any of the Goods (subject to clause 5.2); or
- (d) if any similar, corresponding or equivalent to the foregoing occurs anywhere in the world in respect of that Buyer or subsidiary thereof or a holding company or subsidiary.

5.6 The Company shall be entitled to recover payment for the Goods upon transfer of ownership of the Goods from the Company.

5.7 The Buyer agrees to facilitate the Company, and its employees to enter the Buyer's premises where upon reasonable notice, where the Goods are or may be stored in order to inspect them.

5.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

5.9 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

5.10 On termination of any contract between the Company and the Buyer for the sale and purchase of the Goods, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 5 shall remain in effect.

6. PRICE

6.1 The net price quoted for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, if applicable; all of such amounts the Buyer shall hereby agree to pay, in addition when it is due to pay for the Goods, if so applicable and so reasonably charged by the Company. The gross price for the Goods inclusive of value added tax will also be quoted on our sales orders if applicable.

7. PAYMENT

- 7.1 Subject to condition 7.4, payment of the gross price for the Goods is due thirty days from date of invoice by the Company.
- 7.2 Time for payment shall be of the essence.
- 7.3 No payment shall be deemed to have been received until the Company has received cleared funds in full.
- 7.4 All payments payable to the Company hereunder shall become due immediately on termination of any contract between the Company and the Buyer for the sale and purchase of the Goods.
- 7.5 The Buyer shall make all payments due in full without any deduction.

8. LIMITATION OF LIABILITY

- 8.1 Subject to condition 3 and condition 4, the following provisions 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:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the sale and purchase of the Goods.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions and any contract between the Company and the Buyer for the sale and purchase of the Goods.
- 8.3 Nothing in these conditions excludes or limits the liability of either party:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (c) for fraud or fraudulent misrepresentation.
- 8.4 Subject to condition 8.2 and condition 8.3:
- (a) Either Party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the sale and purchase of the Goods shall be limited to the price provided for therein; and
 - (b) Neither Party shall not be liable to the other for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the sale and purchase of the Goods.

9. ASSIGNMENT

- 9.1 Neither Party shall assign any contract between the Company and the Buyer for the sale and purchase of the Goods or any part thereof to any person, firm or company without prior written consent.

10. FORCE MAJEURE

The Company reserves the right to defer the date of delivery and /or to cancel the sale of the Goods 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 (including severe weather conditions), governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor 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 materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate any contract between the Company and the Buyer for the sale and purchase of the Goods.

11. GENERAL

- 11.1 Each right or remedy of the Company under these conditions is without prejudice to any other right or remedy whether under such contract or not.
- 11.2 If any provision of these conditions 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 these conditions and the remainder of such provision shall continue in full force and effect.
- 11.3 Failure or delay in enforcing any provision of these conditions shall not be construed as a waiver of any of rights under these conditions.
- 11.4 Any waiver of breach of, or any default under, any provision of these conditions any contract between the Company and the Buyer for the sale and purchase of the Goods shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these conditions.
- 11.5 The formation, existence, construction, performance, validity and all aspects of these conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.6 Headings to any of these conditions are included to facilitate reference only and shall not affect the construction thereof.