

WORLD OF COMPUTERS

TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 All orders are accepted and goods supplied subject to the following express terms and conditions (the Company's standard conditions of sale) which constitute the entire understanding between the parties and save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other inconsistent conditions, warranties and representations applied by law or trade, custom, practice or course of dealing or otherwise, except as to title, are hereby excluded.

1.2 Any order placed by a Customer shall constitute an offer to contract upon these express terms and conditions and no addition thereto or variation therefrom whether contained in the Customer's order, in any prior promise, representation, undertaking or understanding of any kind or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative.

2. DEFINITIONS

2.1 "the Company" means World of Computers Limited.

2.2 "the Customer" means the person to whom the Company may agree to sell goods in accordance with the Company's standard conditions of sale.

2.3 "the Goods" means the articles or things or any of them or any part of them to be provided by the Company in accordance with the Company's standard conditions of sale.

2.4 "the Manufacturer" means the manufacturer of all or any of the Goods or any part or parts thereof.

3. ORDERS

3.1 All orders are subject to availability of the Goods and to written acceptance by the Company's authorised representative and there shall be no binding agreement between the parties until such acceptance. Any prior confirmation by the Company by facsimile or telephone shall be deemed to be provisional only.

3.2 The Company will make all reasonable efforts to supply goods exactly as specified on our quotations and pricelists. If due to circumstances beyond our control an item becomes unavailable, the company will reserve the right to substitute goods of a similar or superior specification.

4. PRICES

4.1 Catalogues, price lists and other advertising literature or material as used by the Company's authorised representative are intended only as an indication to price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.

4.2 All quoted or listed prices are based on the cost to the Company of supplying the Goods to the Customer and if before delivery of Goods there occurs any increase in any way of such costs in respect of Goods which have not yet been delivered, the price payable shall be subject to amendment without notice at the Company's discretion.

4.3 The Company reserves the right to charge for any omission or additional cost arising from the provision of inaccurate, misleading or insufficient information by the Customer.

5. MANUFACTURER'S SPECIFICATION

5.1 The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the Manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. CARRIAGE AND DELIVERY

6.1 Except as previously agreed in writing by the Company, prices do not include delivery charges to the Customer and the Company reserves the right to levy a charge for delivery to any destination advised by the Customer.

6.2 The Company may make delivery by instalments unless otherwise agreed in writing. Each delivery shall constitute a separate contract and failure by the Customer to accept or pay for any instalment may be treated by the Company as a repudiation of the relevant contract. Failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of

any one or more instalments shall not entitle the Customer to treat the relevant contract as a whole as repudiated.

6.3 The Company shall be under no liability to the Customer in respect of any shortages in quantities delivered against order or in respect of goods damaged in transit before delivery unless full details of such alleged shortages or damage is notified to the Company in writing within three working days of delivery.

7. PASSING OF RISK AND TITLE

7.1 Risk in the Goods shall pass to the Customer on delivery and from such time the Customer shall keep the Goods fully protected and insured against all risks until final payment is made and title passes to the Customer.

7.2 The Company shall retain title to the Goods until it has received payment in full of all sums due in connection with the supply of all Goods to the Customer at any time and the Customer shall hold the Goods as the Company's fiduciary agent and bailee. For these purposes the Company has only received payment when the amount of the payment is irrevocably credited to its bank account.

7.3 If any items of Goods owned by the Company is attached to, mixed with or incorporated into other goods not owned by the Company, and is not identifiable or separated from the resulting composite or mixed goods title to the resulting composite or mixed goods shall vest in the Company and shall be retained for the Company for as long as and on the same terms as those on which it would have retained title to the Goods in question.

7.4 The Customer shall store Goods owned by the Company in such a way that they are clearly identifiable as the Company's property of the persons to whom it sells or disposes of such Goods and of the payments made by such persons for such Goods. It will also allow the Company to inspect these records and the Goods themselves on request. All Goods supplied by the Company in the Customer's possession shall be presumed to belong to the Company (unless the Customer can prove otherwise).

7.5 The Company shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of Goods owned by the Company. Such proceeds shall be paid into a separate bank account and shall be held by the Customer in trust for the Company.

7.6 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods without being responsible for any damage thereby caused and without prejudice to any other remedy that may be available to the Company.

7.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all money owing by the Customer to the Company (without prejudice to any right or remedy of the Company) forthwith become due and payable.

8. WARRANTY

8.1 The Company does not manufacture the Goods (or where the Goods comprise computer software and does not publish the software) and subject to the conditions set out below the Company sells the Goods with the benefit of the manufacturer's or publisher's warranty (as the case may be).

8.2 The above warranty is given by the Company for a period of one year unless otherwise advised by the Company from the delivery date subject to the following conditions:-

8.2.1 the Company will accept liability for defective Goods only to the extent that the Company is entitled to make a claim under the manufacturer's or publisher's warranty and obtain from the manufacturer or publisher a refund, credit, repair or replacement in respect of the defective Goods.

8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's written approval;

8.2.3 the Company shall be under no liability under the above warranty if the total price of the Goods has not been paid by the due date for payment.

8.3 Subject as expressly provided in these conditions, all warranties conditions or other terms as to correspondence with description, merchantable quality, fitness for purpose and correspondence with

sample implied by common law or statute are excluded to the fullest extent permitted by law.

8.4 Where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Company in accordance with these conditions the Company shall be entitled at its sole discretion to replace or repair the Goods (or the part in question) free of charge or refund to the Customer the price of the Goods or issue to the Customer a credit note for the price of the Goods but the Company shall have no further liability to the Customer. **THE COMPANY WILL NOT NORMALLY EXERCISE ITS DISCRETION TO REPLACE DEFECTIVE GOODS UNLESS NOTIFICATION OF A CLAIM IS RECEIVED BY THE COMPANY WITHIN SEVEN DAYS OF THE DATE OF DELIVERY.**

8.5 Any claim by the Customer which is based on a defect in the quality of the Goods shall be notified to the Company in writing. **NO GOODS SHALL BE ACCEPTED BY THE COMPANY FOR REPLACEMENT OR REPAIR WITHOUT AN ACCOMPANYING RETURN OR REPAIR AUTHORISATION AND A COPY OF THE COMPANY'S INVOICE FOR THE GOODS.**

8.6 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other terms or any duty of common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in conjunction with the supply of the Goods or their use or resale by the Customer except where expressly provided in these conditions.

8.7 The Company shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:-

8.7.1 Act of God, explosion, flood, tempest, fire or accident;

8.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government or parliamentary or local authority;

8.7.4 import or export regulations or embargoes;

8.7.5 strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);

8.7.6 difficulties of the Company's supplier in obtaining raw materials, labour, fuel, parts or machinery.

8.8 the Company's obligation and liability in respect of the Goods shall be limited to those set out expressly herein and those implied by Section 12 of the Sale of Goods Act 1979 by the Consumer Protection Act 1987 and any liability for death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977). The Customer acknowledges that this is reasonable and reflected in the price and shall accept risk and/or insure accordingly.

8.8.1 The Company accepts to liability in respect of products which are subsequently exported to North America.

8.9 In the event of the Company being shown to have been negligent in the supply or installation of the Goods its liability:-

8.9.1 for death or personal injury of any person caused by such negligence shall be unlimited; and

8.9.2 in respect of any defects in or failure of the Goods or for the loss or damage attributable thereto shall be limited to the making good by replacement or repair of such Goods which upon inspection by the Company appear to be defective. Where work is carried out according to the Customers design and/or specification the Company accepts no liability for any failure attributable thereto.

8.10 Notwithstanding Clause 8.9.1 or anything stated in any estimate, order or acceptance, the Company's maximum aggregate liability arising in respect of the supply and/or installation of the Goods shall be limited to the original VAT exclusive price for such Goods.

8.11 The Company makes no representation and gives no warranty in respect of the sources or origin of manufacture or production of the Goods or any part thereof.

8.12 Notwithstanding that the Company has no obligation to accept back any goods incorrectly ordered by the Customer, the Company reserves the right if it should accept back such goods to make a restocking charge of 15% of the original VAT exclusive price of such goods.

8.13 Where the Customer wishes to reply on any provision contained in this Clause 8 it shall be a condition that:-

8.13.1 the Company is notified in writing within 14 days of discovery of any defect by the Customer and in any event not later than the end of warranty date;

8.13.2 the defective goods are returned to the Company properly packed and accompanied by a letter giving full details of the Customer's original order number, the date of purchase and the reason why the Goods are believed to be defective. Transportation charges shall be prepaid by the Customer;

8.13.3 examination by the Company of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, improper installation, improper repair, alteration or accident;

8.13.4 the Customer shall pay the Company the cost (as certified by the Company) of any examination of such goods as a result of which the Manufacturer and/or the Company is not found to be liable.

8.14 The Company gives no warranty in respect of the future availability of identical goods to goods already sold to the Customer.

8.15 These warranties are not assignable and accordingly the Company will not accept warranty returns directly or indirectly from the Customer's own customers or from the users of the Customer's goods.

9. PAYMENT

9.1 Unless otherwise specifically negotiated and agreed, all accounts are payable prior to delivery.

9.2 The Customer shall not be entitled to withhold payment of any amount due to the Company in respect of any claim for damages to the Goods or any other alleged breach of contract by the Company, nor shall the Customer be entitled to any right of set-off unless and until the Company has issued an appropriate credit note.

9.3 Without prejudice to the Company's other rights if the Customer fails to pay the Company any amount on the due date:-

9.3.1 the Company shall have the right to cancel any contract made with the Customer and/or to suspend or continue deliveries as their option;

9.3.2 the Company reserves the right to charge interest on overdue amounts at a rate of 4% above the base rate for the time being of Bank of Scotland per month or part of a month until payment in full has been received.

9.3.3 the whole of the balance of the price then outstanding shall become due and payable forthwith;

9.3.4 the Company reserves the right to repossess any Goods in respect of which payment is overdue and thereafter resell the same and for this purpose the Customer hereby grants an irrevocable right and licence to the Company or its servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. Any such repossession or sale shall be without prejudice to the Company's right to recover any balance owing to the Company from the Customer and the Company giving credit for any sums recovered on sale less all costs of repossession and sale.

9.4 Time is of the essence with regard to payment of sums due.

10. DESPATCH

10.1 Any items quoted for despatch are to be treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them. Quotations or offers of Goods ex stock are subject to the Goods being unsold at the time of receipt of the Customer's written order. All despatch dates are calculated from the date of acceptance of the Customer's written order.

11. CANCELLATIONS/RE-SCHEDULING

11.1 If the Customer shall make default in or commit any breach of any of its obligations to the Company or if the Customer being an individual (or when the Customer is a firm any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall purport to do so or the Customer being an incorporated body any resolution or petition to wind up its business shall be passed or presented otherwise than for reconstruction or amalgamation or if a liquidator or receiver or manager of such corporate body or its undertaking, property or assets of any part thereof shall be appointed or if the Customer shall have the right

(without prejudice to any further or other claims or right which the Company might have) forthwith to cancel any uncompleted order or to cancel or suspend delivery and notwithstanding any other provisions of the Company's standard conditions of sale, payment for any delivery already made shall immediately become due.

11.2 Requests by a Customer for cancellation of any order or for re-schedule of deliveries will only be considered by the Company if made in writing and shall be subject to the written acceptance of the Company. If any order is cancelled or any deliveries re-scheduled at the request of the Customer, then the Customer shall indemnify the Company in full against all loss costs (including loss of profit, the cost of labour and material used and overheads incurred) damages charges and expenses arising out of the order and the cancellation or re-scheduling thereof.

12. FORCE MAJEURE

12.1 The Company shall not be liable to the cancellation by it or any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by the Company is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Company whether such cause existed or was foreseeable at the date of acceptance of the Customer's order by the Company or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent hinder or delay the Company if the Company is thereby prevented hindered or delayed from fulfilling other commitments whether to the Customer or to third parties.

12.2 In the event of the occurrence of any cause mentioned in Clause 12.1 the Company may at its option either suspend performance or cancel the contract with the Customer or so much of it as remains unperformed without liability for any loss and without prejudice to the Company's right to receive payment of the price of all Goods previously supplied to the Customer.

13. NON-STANDARD GOODS

13.1 Unless otherwise agreed in writing the Goods are supplied in accordance with the Manufacturer's standard specifications. The Company reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for products of non-standard specifications and notwithstanding but without prejudice to Clause 11.2 in no circumstances will it consider cancellation of such orders or the return of the Goods.

14. SEVERABILITY

14.1 If and to the extent that any provision or any part of the provision of the Company's standard conditions of sale is illegal, void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

15. WAIVER

15.1 The waiver by the Company or any breach of any item hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

16. SOFTWARE

16.1 All software including related documentation is supplied under licence of the applicable proprietary owner. **TITLE OR OWNERSHIP TO SOFTWARE DOES NOT TRANSFER TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.**

16.2 It is the sole responsibility of the Customer to comply with any terms and conditions of licence attaching to software supplied and delivered by the Company and the Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by its proprietary owner.

16.3 All software delivered hereunder is supplied as is and the sole obligation of the Company in connection with the supply of software is to obtain and supply a corrected version from the Manufacturer concerned in the event such software fails to conform to its product description or proves in any other way to be defective PROVIDED ALWAYS that the Customer notifies the Company of any defect of non-conformance to product description within thirty days of the date of delivery of the applicable software.

17. ASSIGNMENT

17.1 The Customer agrees not to assign or transfer this Agreement or any of its rights herein without the prior written consent of the Company.

18. STATUTORY OBLIGATIONS

18.1 All contracts incorporating the Company's standard conditions of sale shall be governed by and construed in accordance with the laws of England and the Customer agrees to submit to the exclusive jurisdiction of the English Courts. The Customer acknowledges that this contract has been entered into without the jurisdiction of the County Court of District Registry of the High Court appropriate to the administrative offices of the Company and accepts that any proceedings that may be brought by the Company shall be brought in such Courts.

18.2 It is the Customer's responsibility to ensure and satisfy itself that the Goods comply with all relevant local by-laws and/or regulations. The Company cannot accept any responsibility or liability relating to or arising from any failure in such compliance.

18.3 The Customer shall procure at its own expense any import licence required for the import of goods into the country to which the Goods are to be despatched from the U.K. Where the order is placed from an address in the U.K. then the Customer shall be responsible for the procurement at its own expense of any export licence required in the export of the Goods from the U.K.