

Standard terms and conditions

for supply of goods and services by Custom Networks Ltd

Application

Notwithstanding anything which may be contained in any purchase order or other document of the Buyer, goods and services are supplied subject to these conditions alone. No variation of them will apply unless expressly agreed by both parties in writing and signed on their behalf. The term 'Buyer' refers to the legal body and/or its representatives undertaking the purchase and the term 'Seller' refers to Custom Networks Ltd.

Reservation of Title

Although goods supplied by the Seller to the Buyer shall be at the Buyer's risk immediately on delivery to the Buyer (and the Buyer should be insured accordingly), the legal ownership in the goods shall not pass from the Seller to the Buyer until they have been paid for in full. Until property in the goods passes from the Seller to the Buyer as aforesaid the Buyer shall hold the goods as bailee of the Seller.

Prices and Payment

Quotes are valid for 30 days unless otherwise stated. All prices quoted exclude VAT at the rates in force at the time of the purchase. Unless otherwise stated, quotes exclude delivery which may be charged in addition. Invoices will be raised by the Seller once the goods and/or services have been delivered and will be due for payment by the Buyer within 14 days of issue (if credit terms have been agreed) or on delivery (if no credit agreement is in place). For orders in excess of £20,000 value, the Seller reserves the right to require a deposit to be paid with order or stage payments to be made by the Buyer. All customers are required to complete a credit application before placing an order, if credit is required. The Seller understands and will exercise its statutory right to claim interest and debt recovery costs under the late payment legislation, if payment is not made according to agreed credit terms.

Specification

Goods described by the Seller are subject to a continuing process of technical change and development and the Seller reserves the rights to alter specifications at any time before delivery, subject to prior written approval by the Buyer. Any alternative goods will be of an equivalent or higher specification and they will be compatible with all other infrastructure, hardware and software being supplied by the Seller under this Contract.

Warranties

Subject to the Buyer's compliance with the terms of this contract the Seller hereby warrants to the Buyer that:

- i the System (that is infrastructure, hardware and software in combination with each other) represents a reasonable and appropriate solution to the Buyer's requirements at the time the System was supplied and installed;
- ii the System will continue to fulfil its function to a reasonable standard for a period of one year from the date of installation provided that no changes have been made to the hardware, software, configuration or setup;
- iii the Seller has the right to supply the hardware and software to the Buyer (appropriate user licences will be supplied along with the hardware and software).

In the event of any breach of said warranty the Seller shall use its best endeavours to remedy the breach as soon as possible and in any event not later than 30 days after notification in writing of the breach by the Buyer.

Hardware and Software warranties

The Seller will make available to the Buyer the benefit of manufacturers' and distributors' warranties where available for items of hardware and software.

Software

The Buyer will abide by the terms and conditions of use of the software supplied in terms of use, copying and distribution, insofar as such terms and conditions are documented in the software licence provided to the Buyer by the Seller for each item of Software. The Buyer will ensure that the appropriate licences issued by the software manufacturer cover all users of the software.

Force Majeure

If delivery is delayed by any cause beyond the reasonable control of the Seller, the Buyer will grant a reasonable extension of time for delivery subject to the Seller promptly notifying the Buyer in writing of the reasons for and likely duration of the delay. Once the initial and any further extension periods have expired, the Buyer may declare the contract void by informing the Seller in writing.

Variations

The terms of this contract may be changed only with the prior written contract of both parties.

Termination

Either the Buyer or the Seller shall have the right to terminate this contract immediately, by writing to the other party, if:

- i the other party assigns this contract or any of its rights under this contract except as provided in this contract (the word "assign" to include, without limiting the generality of the same, a transfer of a majority interest); or
- ii the other party commits any material breach of its obligations under this contract which breach is incapable of being remedied or (if capable of a remedy) which breach shall not have been remedied within 30 days of the terminating party having given notice to the other party in writing specifying the breach, requiring its remedy and stating the terminating party's intention to terminate in the event of non-compliance; or
- iii the other party shall become bankrupt or insolvent or makes an assignment, composition, or arrangement for the benefit of creditors, or a receiver, administrative receiver, liquidator, administrator or similar officer as appointed for the other party or a substantial part of the other party's property or if an order is made or an effective resolution passed for the winding up of the other party unless such order is part of a bona fide scheme of solvent reconstruction or solvent amalgamation.

Waiver

Failure to enforce any right accrued to either party under this contract shall not constitute or be deemed to operate as a waiver thereof.

Assignment

Neither party shall assign or otherwise transfer this contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

Sub-contracts

The Seller may, without the prior consent of the Buyer, enter into any sub-contract with any person for the performance of any part of this contract. The Seller shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this contract. If requested by the Buyer, the Seller shall promptly provide the Buyer with copies of any sub-contracts.

Resolving disputes

Both parties agree to use their best endeavours to fulfil their obligations under the terms of this contract and to co-operate together to resolve differences. If it proves impossible to resolve a dispute within a reasonable period, a mutually acceptable arbitrator will be appointed and both parties will accept the arbitrator's judgement.

Scope of contract and Jurisdiction

This contract covers only the goods or services supplied under this contract. This contract shall be governed by and construed in accordance with the laws of England.