



AQUILATEC TERMS AND CONDITIONS OF SALE

APPLICATION OF THESE TERMS AND CONDITIONS

1. In these Conditions of Sale "The Company" means Your PC Limited, trading as Aquilatec, Company Registration Number 5652197, "the Buyer" means the company ordering or buying the Goods from the Company; "The Goods" means the goods or services the subject matter of the relevant order.

2. (a) 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 purchase such Goods subject to these conditions.

(b) No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company.

(c) The Buyer shall be solely responsible for the accuracy of the Buyer's orders.

(d) The Buyer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior agreement in writing.

(e) The contract between the Company and the Buyer for the sale and purchase of Goods shall be on 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).

(f) No conditions or terms stipulated in any other communication or document shall vary any of those conditions except insofar as the same are expressly consented to in writing by the Company.

PRICE AND DESCRIPTION

3. Quoted prices include the cost of normal packaging but exclude delivery, transit insurance and V.A.T. Any work carried out additional to that specified in the relevant quotation or order shall be charged.

4. The prices for the Goods shall be those ruling at the date of dispatch and the Company reserves the right to amend its quoted prices at any time prior to the date of dispatch.

5. The Company reserves the right to vary the specification of any item, withdraw, modify or amend any item without prior notice. Any such variation, withdrawal, modification or amendment shall not affect any order that has already been accepted by the Company, save that the Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory requirements.

DELIVERY

6. 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, licences or authorisations:

(a) risk in the Goods shall pass to the Buyer (including 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, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

CREDIT POLICY AND PAYMENT INFORMATION

7. (a) Payment terms for credit accounts are 30 days net from date of invoice. If the Buyer fails to pay the Company any sum due pursuant to the contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the Bank of England base rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment.

(b) The Buyer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring such deduction.

RETENTION OF TITLE

8. The Company and the Buyer expressly agree that until the Company has been paid in full for the Goods comprised in this or any other sales contract between them and all outstanding amounts due to the Company from the Buyer
- (a) The Goods shall remain the property of the Company, and the Buyer, as bailee of them for the Company, will store the same for the Company in a proper manner without charge and in such a way that the goods are clearly identified as being the property of the Company, notwithstanding that the risk therein shall pass to the Buyer as provided herein;
- (b) At any time the Company may recover from the Buyer the Goods remaining in the Buyer's possession, and may repossess and resell the Goods if the Buyer's right to possession of the Goods has terminated under paragraph (f) below or if any sum due to the Company as referred to at the beginning of this clause is not paid when due, and for the purposes thereof may enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party);
- (c) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company;
9. Notwithstanding the preceding condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

BUYER'S PROPERTY

10. (a) The Buyer's property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure accordingly.
- (b) The Company shall be entitled to make a reasonable charge for the storage of any of the Buyer's property left with the Company before receipt of the order or after notification to the Buyer of completion of the work.
- (c) The Company can take no responsibility for the loss of any of the Customer's data. It is the Customer's responsibility to take all necessary steps to ensure that their data is backed up before the Company commences work.

SHORTAGES, OR DAMAGE IN TRANSIT

11. (a) The Buyer shall examine the Goods immediately they are delivered to him. The Company shall have no liability in respect of claims in respect of shortages or damage in transit unless the Buyer notifies the Company in writing within 5 working days after delivery.
- (b) Any liability of the Company for shortages or damage in transit shall be limited to replacing the missing or damaged Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods. The Buyer shall return to the Company, promptly upon request, and in accordance with the Company's returns policy, any Goods that have been incorrectly delivered.

NON AND LATE DELIVERY

12. (a) The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer notifies the Company in writing within 5 working days of the date when the Goods would in the ordinary course of events have been received.
- (b) 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.
13. Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

LIABILITY FOR DEFECTIVE PRODUCTS

14. The Company's liability (in contract, tort (including negligence), misrepresentation or otherwise) in respect of defects in the Goods shall be limited to the replacement or repair of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or other such compensatory measures as the Company at its discretion considers appropriate in the circumstances, and shall be conditional upon the Buyer complying with the conditions of the manufacturer's warranty (where applicable). Such measures shall relate only to the actual faulty items or their value.
15. The Company shall not in any circumstances be under any liability to the Buyer in respect of any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, 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 any contract between the Company and the Buyer for the sale and purchase of Goods, PROVIDED that these conditions do not exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury arising from its negligence.

FORCE MAJEURE

16. The Company reserves the right to cancel, vary or suspend the operation of a contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, explosion, epidemic, plant breakdown, strikes, lockouts, riot, hostilities, governmental actions, war or national emergency, acts of terrorism, protests, non-availability of materials or supplies or any other event outside the reasonable control of the Company; and the Company shall not be held liable for any breach of contract resulting from such an event.

GENERAL

17. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between the Company and the Buyer for the sale and purchase of Goods.

18. Any indulgence or waiver granted by the Company to the Buyer shall not be deemed an agreement to confer the same indulgence or waiver of the

Company's rights with regard to any future transaction.

19. If any provision of the Contract is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable that part of the provision shall be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

20. The Company and the Buyer do not intend that any term of the contract between us shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

LAW

21. The contract between the Company and the Buyer to which these terms and conditions apply shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.