

#### DEFINITIONS

1. In these Conditions of sale:  
"The Company" means ADM Computer Services Limited, trading as ADM Computing; the "Buyer" means the person, firm or Company ordering or buying Goods and/or Services from the Company. "Goods" and "Services" means the goods and the services, the subject matter of the relevant order or contract for sale.

#### GENERAL

2. The Company submits all quotations and price lists and accepts all orders subject to the following Terms & Conditions of contract which shall apply to all contracts for goods supplied or work done by the Company, its servants, agents or subcontractors.
3. No contract in respect of the goods and/or services between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. No conditions or terms stipulated in any other communication or document (express or implied) shall vary or annul any of these Terms and Conditions except in so far the same are expressly consented to in writing by the Company.
4. Each order received and accepted by the Company will be deemed to form a separate contract to which these conditions of sale shall apply and any waiver or any act of non-enforcement or variation of terms or part thereof on the part of the Company shall not bind or prejudice the Company in relation to the application of these conditions to any other order, installment or delivery whenever so arising.

#### PRICE

5. Unless otherwise agreed, the price quoted is packed ex our warehouse and excludes delivery and transit insurance (which are charged at extra cost), and V.A.T. or installation charges (where applicable). Any work carried out additional to that specified in the relevant quotation or order, whether experimentally or otherwise, shall be charged.
6. The prices for the goods shall be those ruling at the date of despatch and the Company reserves its right to amend its quoted prices at any time prior to the date of despatch by upward additions in accordance with market conditions and customer shall pay such additions in addition to the quoted purchase price. Without prejudice to the generality of the foregoing, market conditions shall include: (i) any increase in the costs of labour and/or goods and materials and /or transport, (ii) extra costs incurred as a result of cancellation, alteration or re-scheduling of orders by Buyer, (iii) currency fluctuations affecting cost of goods and materials imported into the U.K.

#### PAYMENT

7. Payment shall be made in full on or before supply of goods and services or, if agreed at the time of order, within 30 days of the date of invoice. Payment is to be made in sterling.
8. Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days the Company shall then be entitled to payment for work already carried out, goods and materials specifically ordered and other additional costs including storage.
9. Any Directors representing the Buyer will be personally liable for any outstanding debts in the event of the Buyer being unable to pay.

#### CREDIT POLICY

10. Accounts usually take 10 days to set up, subject to obtaining satisfactory credit references. Our credit terms are 30 days net from date of invoice. Accounts with overdue balances will be placed on credit hold. This means that no further goods will be shipped and all support and/or repair and/or warranty services withdrawn until the account has been brought into order. Repeated failure to keep to our credit terms will result in permanent loss in credit facility. The Company reserves the right to charge interest for the term in which the debt is overdue at the Bank of England Base Rate plus five per cent.

#### DESPATCH

11. The means of delivery of goods and materials shall be at the discretion of the Company. Where specifically requested by the Buyer an expedited delivery be agreed in writing by the Company, an extra charge may be made to cover any overtime or any other additional costs involved. A charge may also be made to cover extra costs involved for delivery to a different address.

#### LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

12. The Buyer shall examine the goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the goods, or in the case of non-delivery, 7 days after the due date for delivery.
13. All delivery dates are quoted in good faith and whilst the Company will use its best endeavours to deliver goods and services in accordance with the Buyer's requirements, the Company does not accept liability in respect of late delivery of goods and services or damages or shortages, caused by the acts or omissions of the Buyer or of others or by causes beyond the Company's control.

## CANCELLATION

14. The Company may withhold or cancel any deliveries under the contract of sale and may recover all losses resulting therefrom if the buyer (a) fails to make payment on the due date under any contract with the Company, or (b) enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a court shall order it to be wound up, or commits an available act of bankruptcy, or (c) is in breach of any terms and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights). Any Directors representing the Buyer will be personally liable for any outstanding debts in the event of the Buyer being unable to pay.
15. In the event of an order being cancelled by the Buyer, the Buyer shall be liable to indemnify the Company against all losses, costs and other expenses (whether direct or consequential) occasioned by such cancellation.

## DESIGN & VARIATION

16. While the Company makes every effort to ensure that goods supplied correspond in every respect with the sample, specification or description provided, the Company is not responsible for minor variations in specification, in colour or other design features. Such minor variations shall not entitle the Buyer to rescind the contract or shall be the subject of any claim against the Company by the Buyer.

## TITLE & RISK

17. The Buyer's property supplied to the Company by or on behalf of the Buyer shall while it is in the 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.
18. All risk in respect of goods shall be assumed by the Buyer upon delivery of the same.
19. The Company & 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 or any associated or subsidiary or holding Company of the Buyer or from any director or shareholder of the Buyer or any other such Company: (i) the goods remain the property of the Company and the Buyers, as bailees 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, and (ii) the Buyer agrees that the Company may for the purpose of recovery of its goods enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party), to repossess them.
20. In addition to any right of lien to which the Company may be entitled. The Company shall, in the event of the Buyer's insolvency, be entitled to a general lien on all goods of the Buyer's in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by the Company under the same or any other contract.

## DEFECTIVE PRODUCTS & LIABILITY

21. Every product the Company sells is guaranteed in accordance with the terms of the manufacturer's warranty provided with the goods.
22. The Company's liability (both in contract & tort) in respect of defects in the goods shall be limited to the replacement 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. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage or loss of profits, revenue, business or goodwill sustained by the Buyer PROVIDED, always that these conditions do not exclude or restrict the Company's liability for death or personal injury arising from its negligence. All conditions, warranties, guarantees and representations, express or implied by statute, common law or otherwise in relation to the goods (other than any liability which the Company is not permitted by law to exclude or restrict) are hereby excluded.
23. Returned goods must be accompanied by a copy of the original invoice relating to their purchase. GOODS RETURNED MUST BE IN THEIR ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION, GOODS RETURNED OTHERWISE WILL, AT OUR DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. Goods returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase. It is the Buyer's responsibility to ensure that any goods returned are properly insured. The Company will not be liable for goods returned that are lost in transit.

## FORCE MAJEURE

24. The Company reserves the right to cancel, vary or suspend the operation of 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, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of the Company, and the Company shall not be held liable for any breach of contract resulting from such an event.

## ENTIRE AGREEMENT

25. The Agreement supersedes all prior agreements, arrangements and understandings (whether express or implied) between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

## SEVERANCE

26. If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the agreement and the remainder of the provisions in question shall not be affected.

## LAW

27. This agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.