Standard Conditions of Sale

1. **DEFINITIONS**

1.1 "Customer" means the party identified as the Customer in this Agreement to whom Concept Coders may agree to supply Products in accordance with these terms and conditions.

1.2 "Concept Coders" means Concept Coders Limited of 105B The Big Peg, 120 Vyse Street, Hockley, Birmingham B18 6ND or any subsidiary or associated company.

1.3 "Products" means goods including but not limited to computer hardware and software items to be provided by Concept Coders to the Customer in accordance with these terms and conditions.

1.4 "Services" means services provided or to be provided by Concept Coders to the Customer in accordance with these terms and conditions.

1.5 "Third Party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by Concept Coders) and which comprises part of the Products.

2. **ORDER ACCEPTANCE**

2.1 All orders placed with Concept Coders by the Customer for Products shall constitute an offer to Concept Coders, under these terms and conditions, subject to availability of the Products and to acceptance of the order by a Concept Coders' authorised representative.

2.2 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by Concept Coders' authorised representative.

2.3 It is agreed that these terms and conditions (or any amendments to them) prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by Concept Coders in writing and signed by Concept Coders.

2.4 The Customer cannot rely on statements made before you make the contract with Concept Coders unless they are made by our authorised representative and either: (a) are contained in any estimate (or covering letter) and not withdrawn before the contract is made; or (b) expressly state that you may reply upon them when entering into the contract.

2.5 Nothing in these terms and conditions affects or limits our liability for fraudulent misrepresentation.

3. **INDEPENDENT CONTRACTOR**

The relationship between Concept Coders and the Customer is that of Independent Contractor. Neither party is the agent of each other, and neither party has any authority to make any contractor make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of these terms and conditions.

4. **DESPATCH**

4.1 Any date or time quoted for despatch is to be treated as an estimate only. Despatch may be postponed because of conditions beyond Concept Coders' reasonable control, and in no event shall Concept Coders be liable for any damages or penalty for delay in dispatch or delivery.

4.2 Risk shall pass to the Customer at the time the Products are dispatched by Concept Coders. Concept Coders accepts no liability for loss or damage caused by the carrier.

4.3 The Customer must inspect the Products immediately after delivery is complete. If any Products are damaged (or not delivered), the Customer must notify Concept Coders within 2 working days of the delivery or expected delivery. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.

4.4 We may deliver the Products in installments. Each installment is treated as a separate delivery.

5. **CANCELLATION AND RESCHEDULING**
Unless otherwise agreed in writing, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by Concept Coders if made at least 24 hours before dispatch of the Products, and shall be subject to acceptance by Concept Coders at Concept Coders' sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify Concept Coders against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. **PRICING**
6.1 Catalogues, price lists and other advertising literature or material as used by Concept Coders are intended only as an indication as to the price and range of the Products offered and no prices, descriptions or other particulars Contained therein shall be binding on Concept Coders.

6.2 All prices are given by Concept Coders at the time of the order on an ex-works basis and the Customer is liable to pay for the transport, packing and insurance costs.

6.3 All quoted or listed prices are based on the cost to Concept Coders of supplying the Products to the Customer. If before delivery of the Products there is an increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be subject to amendment without notice at Concept Coders' discretion.

6.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be levied in accordance with UK legislation in force at the tax-point date.

7. **PAYMENT TERMS**
7.1 Invoices will be raised and dated by Concept Coders on the date of despatch of the Products or in advance for services. Unless otherwise specifically requested

and agreed, invoices will be payable by the Customer upon receipt from the date of invoice. Payments which are not received in full by the due-date, will be considered overdue and remain payable by the Customer together with the interest for late payment. The interest payment will be at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise).

7.2 The Customer must notify Concept Coders in writing within 7 days of the date of invoice of any errors within the invoice. Failure will result in Concept Coders assuming you have accepted the invoice in full.

7.3 The Customer's credit-limit may be withdrawn or amended without notice by Concept Coders.

7.4 The Customer does not have the right to set off any money claimable from Concept Coders against any sums owing to Concept Coders by the Customer.

7.5 Concept Coders will claim a lien on any Customer property in Concept Coders' possession if the Customer is in debt to Concept Coders.

7.6 Until the Customer pays all debts to Concept Coders:

7.6.1 all Products will remain the property of Concept Coders.

7.6.2 all Products must be stored so that they are clearly identifiable as the property of Concept Coders.

7.6.3 the Customer must insure all such Products.

7.7 The Customer must inform Concept Coders in writing if the Customer becomes insolvent.

7.8 If the Customer's right to use the Products ends, you must allow Concept Coders to reclaim the Products.

7.9 The Customer agrees to give Concept Coders permission to enter any premises where the Products are stored:

7.9.1 at any time to inspect them; and

7.9.2 to remove them, using reasonable force if necessary, after the Customer's right to use them has finished.

7.10 Despite Concept Coders' retention of title to the Products, Concept Coders reserves the right to take legal proceedings to recover the cost of Products supplied should the Customer not make full payment by the invoice due date.

7.11 The Customer is not entitled to pledge or in anyway charge by way of security for any indebtedness any of the Products which remain the property of Concept Coders. Should the Customer do so, all monies owing by the Customer to Concept Coders shall without prejudice to any other rights or remedies of Concept Coders immediately become due and payable.

7.12 Concept Coders reserves the right to stop supplying Products to the Customer at any time.

8. SPECIFICATION OF PRODUCTS

8.1 Concept Coders will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products.

8.2 Concept Coders will not be responsible for any loss or damage resulting from curtailment or cessation of supply of Products following any variation as described in clause 8.1 of these terms and conditions.

8.3 Concept Coders will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.

8.4 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.

8.5 Concept Coders reserves the right to increase its quoted or listed prices, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will Concept Coders consider cancellation of such orders or the return of such orders.

9. **PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS**

9.1 The Customer hereby acknowledges that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner.

9.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered By Concept Coders (including if so required the execution and return of a Third Party Software licence). 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 the proprietary owner. The Customer further agrees to indemnify Concept Coders in respect of any costs, charges or expenses incurred by Concept Coders as the result of any breach by the Customer of such terms and conditions.

9.3 NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENCED TO THE CUSTOMER UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

10. RETURNS

10.1 Concept Coders reserves the right to levy an administration charge in respect of the rotation of Products and returns.

10.2 Returns must be made subject to the following:

(a) prior authority having been obtained from Concept Coders which will be given at Concept Coders' sole discretion;

(b) the request for the return must be made within 14 days of the date of invoice and the Products in issue must be returned within 14 days of the authority to return;

(c) subject to Concept Coders stock rotation policy; (d) the Products must be properly packed; (e) the Products must be in a saleable condition; (f) the Products must be accompanied by a list of the Products; (g) the Products must still covered by warranty (see section 11);

10.3 Concept Coders reserves the right to reject any Products which do not comply with the conditions set out in clause 10.2 of these terms and conditions.

10.4 If Concept Coders nevertheless agrees to accept any Products returned which are not in a saleable condition, Concept Coders reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

11. WARRANTY

11.1 Concept Coders warrants that it has good title to or licence to supply all Products to the Customer.

11.2 If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. Concept Coders is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.

11.3 Concept Coders reserves the right to test all Products returned as faulty and to return to the Customer (at the Customer's expense) any products found not to be faulty. Concept Coders also reserves the right to levy an additional reasonable charge to cover the cost of such testing.

11.4 All software Products supplied hereunder are supplied "as is". The sole obligation of Concept Coders in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies Concept Coders of any such non-conformity within 90 days of the date of delivery of the applicable software Product.

11.5 Concept Coders cannot accept any liability in relation to any losses, costs or expenses which arise through any difficultly caused over date changes.

11.6 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 11.2 or 11.4 of these terms and conditions, Concept Coders will only accept the return of such Products as provided in clause 10 of these terms and conditions. Concept Coders will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer and, where applicable, the insurance company,

11.7 EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 11, CONCEPT CODERS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. INDEMNITIES AND LIMITS OF LIABILITY

12.1 Concept Coders disclaims and excludes all liability to the Customer in connection with these terms and conditions including the Customer's use of the Products and in no event shall Concept Coders be liable to the customer for special,

indirect or consequential damage including but not limited to loss of profits arising from loss of data or in connection with the use of the Products.

12.3 The Customer shall indemnify and defend Concept Coders and its employees in respect of any claims by third parties which arise from any Concept Coders performance or non-performance pursuant to the instructions of the Customer or its authorised representative.

13. TERMINATION FOR CLAUSE

13.1 This agreement may be terminated forthwith by notice in writing:

13.1.1 if either party fails to perform any of its obligations under these terms and conditions and such failure continues for a period of 14 days after written notice thereof, by the other party; or

13.1.2 by Concept Coders if the Customer fails to pay any sums due in respect of any services or goods provided to Customer hereunder by the due date notwithstanding the provisions for late payment as stated in clause 7.1 of these terms and conditions or if the Customer becomes insolvent.

13.2 Concept Coders will deem the Customer insolvent if:

13.2.1 the Customer is unable to pay debts as they fall due; or

13.2.2 the Customer or any item of the Customer's property becomes the subject of:

(a) any formal insolvency procedure such as receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy. (b) any application or proposal for any formal insolvency procedure; or (c) any application, procedure or proposal overseas with similar effect or purpose.

13.3 Any termination of the contract under clause 13 of these terms and conditions shall be without prejudice to any other rights or remedies a party might be entitled to and shall not affect any accrued rights or liabilities of either party.

14. EXPORT AND/OR RE-EXPORT LIMITATION Regardless of any disclosure made by the Customer to Concept Coders of an ultimate destination for any Products, the Customer will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

15. CONTRACT

15.1 The headings in these terms and conditions are for ease of reference only and shall not affect its interpretation or construction.

15.2 No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

15.3 The Customer agrees not to assign any of its contractual rights herein without the prior written consent of Concept Coders.

15.4 If any of these terms and conditions are unenforceable as drafted it will not affect the enforceability of any other of these terms and conditions and if it would be enforceable if amended, it will be treated as so amended.

15.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or

failure results from force majeure including any act of God, fire, explosion, accident, industrial dispute or any cause beyond its reasonable control.

15.6 Any documents or notices given hereunder by either party must be in writing and may be delivered personally or by first-class post or by fax to the others registered address or principle place of business. The notice period for posted documents will be deemed to have been given two working days after the date of posting. All such notices must be signed.

15.7 These terms and conditions shall be construed in accordance with English law and the English and Welsh courts shall have non-exclusive jurisdiction.

15.8 The Customer agrees to indemnify Concept Coders in full and hold Concept Coders harmless from all expenses and liabilities incurred by Concept Coders directly or indirectly and including finance costs and legal costs on a full indemnity basis following any breach by the Customer of any obligations under these terms and conditions.

15.9 No contract will create any right enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not identified as the buyer or seller.