

Standard Terms and Conditions of Sale Effective 12th November 2007

1. DEFINITIONS

- (a) "the Company" shall mean Absolute Data Services Limited (Company Number 3679185) whose registered office is at 9 Moorland Road, Hemel Hempstead, Hertfordshire, HP1 1NQ, UK. Tel: +44 (0)845 056 0820.
- (b) "Goods" shall mean any goods supplied by the Company.
- (c) "the Purchaser" shall mean any person or company who buys or has agreed to buy Goods from the Company.
- (d) The singular shall be deemed to include the plural, person shall include the firm or company and vice versa.

2. OFFERS AND ACCEPTANCE

- (a) No order for supply arising from a quotation or otherwise shall be deemed to be accepted or constitute a legally enforceable contract with the Company until accepted in writing by the Company or until delivery of the Goods which ever shall be the earlier.

3. PRICES

- (a) The prices for the Goods are stated in the Company's quotation or if no quotation is given in the confirmation of order.
- (b) All prices quoted are exclusive of VAT, which will be charged at the rate in operation at the relevant tax point date.
- (c) The Company reserves the right to vary prices without notice.

4. QUOTATIONS AND INVOICES

- (a) The right is reserved to amend any errors and or omissions on quotations, invoices or any other documents of the Company.
- (b) The quantity, quality and description of the Goods shall be those set out in the Company's quotation or order confirmation.

5. PACKING AND CARRIAGE

- (a) Packaging and carriage to the designated delivery address shall be paid by the Purchaser and shall be charged at the Company's rates current at the time of despatch.

6. INVOICING AND PAYMENT

- (a) Invoices are to be paid in full within 30 days of the date of invoice unless other terms have been agreed in writing by the Company. The time of payment shall be the essence of the contract.
- (b) The Company reserves the right to require payment in full for the Goods, including any applicable delivery charge, prior to delivery to the Purchaser.
- (c) If the Purchaser fails to make any payment when due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - (i) terminate the contract and/or suspend any other further deliveries to the Purchaser: and/or
 - (ii) charge the Purchaser interest daily on the outstanding balance at the rate of 4% above Lloyds TSB plc base lending rate from time to time: and/or
 - (iii) at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the Purchaser and sever the Goods from anything they are attached to without being responsible for any damage thereby caused).

7. DELIVERY

- (a) Any delivery dates quoted by the Company are given in good faith by way of estimate only and such dates shall not be the essence of the contract.
- (b) The Company will accept no liability for failure to supply or deliver within the period quoted.
- (c) The Purchaser has to accept the Goods when they are ready for delivery.
- (d) The Company shall be entitled to make partial deliveries by instalments and these terms and conditions shall apply to each such delivery.

8. RETENTION OF TITLE AND RISK

- (a) Risk in the Goods shall pass to the Purchaser upon delivery.
- (b) Title in the Goods shall only pass to the Purchaser upon full payment being made by the Purchaser of all sums due (on whatsoever account or grounds) to the Company. For the avoidance of doubt title in any Goods which are supplied under licence shall not pass to the Purchaser at any time.

9. CANCELLATION/VARIATION OF THE PURCHASE ORDER

- (a) Any order placed by the Purchaser shall not be varied or cancelled without prior written consent of the Company. The granting of consent shall be entirely at the discretion of the Company and shall always be subject to the payment by the Purchaser to the Company of a sum equivalent to the losses, including loss of profit cost and expenses of the Company caused by the variation or cancellation (such sum being reasonably determined by the Company).

10. DAMAGE OR LOSS IN TRANSIT

- (a) The Company shall not be liable for damaged Goods unless such damage can be shown to have risen prior to despatch.
- (b) Claims for damaged Goods, shortages or non-delivery must be notified in writing to the Company within 3 days of delivery or invoice, whichever is earlier, otherwise the Company will accept no responsibility.
- (c) The purchaser must retain any damaged Goods with the original packing for inspection and return them to the Company and in accordance with clause 14 (c) herein.

11. EXPENSES

- (a) Without prejudice to any other remedy available the Company shall be entitled to recover from Purchaser any cost or expenses (including solicitors fees and disbursements) incurred in recovering monies in respect of the Goods or any other monies due under the Terms and Conditions hereof.

12. LIABILITY

- (a) Nothing herein shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from the negligence of the Company.
- (b) The Company accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to the Companies negligence or that of its employees agents or sub-contractors.
- (c) The Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of contract with the Customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser.
- (d) The Company shall not be liable for any loss or damage whatsoever caused directly or indirectly by the Purchaser's failure to perform any of the Purchaser's obligations under any contract or order relating to any Goods or any other matter wholly or partly within the Purchaser's control.
- (e) The entire liability of the Company under or in connection with the contract with the Purchaser shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

13. WARRANTY

- (a) All Goods are sold with the benefit of the manufacturer's warranty, where such a warranty exists.
- (b) In cases where the Goods are covered by a manufacturer's warranty the Purchaser shall be responsible for contacting and returning any registration or warranty cards to the manufacturer in question. For the avoidance of doubt the Company shall not be held responsible for any acts of the manufacturer or its agents including but without limitation any failure by the manufacturer to replace or repair any of the Goods in question which are subject to the manufacturer's warranty.
- (c) No representation or warranty is given as to the quality or suitability of the Goods for any particular purpose and the Purchaser shall satisfy himself in this respect and shall be totally responsible therefor.

14. RETURNS

- (a) The Company will accept returns of faulty Goods if notified within 14 days of delivery and subject to the terms of the manufacturer's warranty. Faulty Goods that are notified within this time period are eligible for a refund only once the Goods have been received by the Company and the fault has been confirmed. If the Company finds that the returned Goods are not faulty the Purchaser shall be responsible for collecting the Goods within 5 days of being notified by the Company and for all costs involved. Faulty Goods must

be returned in the original packaging together with all accessories, software, manuals and any promotional items that were supplied with the Goods.

- (b) Goods are not sold on a trial basis and the Company does not accept the return of Goods that are not faulty. The Company may at its own discretion decide to accept the return of such Goods subject to the Goods being unopened, unused and in perfect condition. There will be a handling charge of 20% of the purchase price (or £20 whichever is greater) for such returns.
- (c) All returns, including the return of damaged or faulty Goods, must be authorized by the Company. Prior to returning any Goods the Purchaser must contact the Company and obtain a returns authorization number (RMA). No returns will be accepted by the Company without a valid RMA. The Purchaser is responsible for returning the authorized Goods to the Company carriage paid and at the risk of the Purchaser within 14 days of the RMA being obtained.

15. DISTANCE SELLING REGULATIONS

- (a) If, notwithstanding the terms of clause 19(a), the Purchaser is buying as a 'Consumer', as defined in The Consumer Protection (Distance Selling) Regulations 2000, the Purchaser has until 7 days after delivery of the Goods in which to cancel the order. To exercise this right the Purchaser must notify the Company by post or email and within 7 days of delivery of the Goods. The Purchaser shall be responsible for taking reasonable care of the Goods and for returning the Goods to the Company in their original condition and at the Purchaser's own expense. This clause shall not apply to software that has been opened by the Purchaser.

16. SOFTWARE

- (a) All Software, including related documentation, is supplied under licence of the applicable proprietary owner and title shall not pass to the Purchaser under any circumstances.
- (b) The Purchaser acknowledges that Software in general is not error-free and agrees that the existence of such errors in any Software which is supplied as part of or in connection with the Goods shall not be considered a defect.
- (c) All Software is provided "as is" without any warranty, express or implied. The Company specifically disclaims any implied warranties of satisfactory quality and/or fitness for a particular purpose and the Company disclaims all other warranties with respect to any Software which is supplied with or in relation to the Goods. In no event will the Company be liable for any damages, including but not limited to any loss of profits, lost savings, or any incidental or consequential damages, whether resulting from impaired or lost data, software, hardware or computer failure, or any other cause, even if the Company is advised of the possibility of such damages, or for any other claim by the Purchaser or for any third party claim.

17. FORCE MAJEURE

- (a) The Company accepts no liability for delay in delivery or failure to deliver Goods arising out of any cause whatsoever beyond its reasonable control or the control of its suppliers.

18. GOVERNING LAW

- (a) These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

19. GENERAL

- (a) The Purchaser confirms that the Goods are being purchased for business purposes and for use in relation to the Purchaser's trade or profession.
- (b) Nothing in these terms and conditions shall affect the statutory rights of the Purchaser.
- (c) If any provision in these terms and conditions is held to be invalid or unenforceable it shall be deemed severed from the terms and conditions and this shall not effect the validity or enforceability of the remaining provisions.
- (d) Any variation of this Agreement must be in writing and signed by a Director of the Company.
- (e) The Purchaser agrees not to assign or transfer this Agreement or any rights herein without the prior written consent of the Company.
- (f) The headings of these terms and conditions are of convenience only and shall have no effect in the interpretation thereof.
- (g) The Company reserves the right to change or amend these terms and conditions at any time and without prior notice.