

## STANDARD SALES TERMS AND CONDITIONS

### Definitions:

“PSL” Poundbury Systems Limited, whose registered office is Emeria House, 71-73 Middlemarsh Street, Dorchester, Dorset, DT1 3FD.

“Buyer” The party noted on PSL order acknowledgement or quote

“Enrolment” The items listed on PSL order acknowledgement.

“Purchase Price” The sum of the accounts payable by Buyer to PSL as shown on PSL order acknowledgement or quote.

“Equipment” Means equipment, products and services.

### 1. GENERAL:

a) These terms and conditions alone shall constitute the entire agreement and understanding made between the parties with respect to the subject matter hereof and shall supersede all prior statements made by one party to the other including any terms and conditions contained in any purchase order issued by Buyer and received by PSL before or after the issue of PSL order acknowledgement or quote and all agreements or discussions between the parties their servants or agents in connection herewith and no purported variation to the terms hereof shall be effective unless express to be a variation hereto constituted in writing duly signed by an authorised representative of Buyer and countersigned by an authorised representative of PSL.

b) The Equipment is sold by PSL subject to the terms and conditions hereof and no other conditions

warranties of representations whatsoever express or implied shall apply unless expressed to be a variation hereto constituted in writing.

c) Time is not of the essence for any delivery or installation of the equipment.

d) The buyer acknowledges that it has received no representation made by or on behalf of PSL which induced the Buyer to enter the contract.

e) If any of these conditions or any part thereof is held to be invalid, such invalidity shall not affect the validity of any other conditions (or parts thereof) and each condition is capable of independent existence.

### 2. FITNESS FOR PURPOSE

Any purpose for which Buyer proposes to use the Equipment shall be deemed for all purposes whatsoever not to be known or have been made known to PSL unless and to the extent that such purpose be specifically recorded in a document forming part of this agreement with such particularity and precision as Buyer may require and save to the extent that such purpose be so recorded Buyer shall be deemed for all purposes whatsoever not to have relied upon PSL in any respect whatsoever in respect thereof.

### 3. PURCHASE PRICE

a) The purchase price excludes any taxes. In the event of any duty tax impost or any other charge or assessment whatsoever which may be levied upon or in relation to or arise from the supply of the Equipment after the date of this agreement then Buyer shall pay to PSL the amount of such

other duty tax impost charges or assessment.

b) The Purchase Price does not include Value Added Tax which shall be charged at the rate ruling at the tax point.

c) Save where delivery shall occur within three (3) calendar months of the date of the Agreement, PSL may vary the purchase price to reflect any increase in the price of the Equipment which PSL may have introduced generally. There shall be no more than one such increase during any twelve (12) month period.

d) Unless otherwise stated the Purchase Price is exclusive of all charges in respect of the delivery of the Equipment. Buyer shall pay to PSL, PSL reasonable charges of delivery and transit and other costs incurred by PSL ex-works in respect of the delivery of the Equipment.

e) Any delivery charge quoted will not include the cost of any reasonably unforeseen work which if incurred by PSL shall be paid by Buyer as an extra charge hereunder.

#### 4. INSTALLATION BY PSL:

a) Buyer shall at his own expense and in good time before the estimated date for delivery make available a suitable place for the installation of the Equipment prepared and equipped with all services and facilities which PSL may reasonably consider necessary for the purpose and efficient installation and operation of the Equipment.

b) PSL will use its best endeavours to install the Equipment on the Delivery Date to be agreed between PSL and Buyer. Such date will not be more than three (3) months from date of

order placement, unless specifically agreed in writing by PSL.

c) PSL reserves the right to effect such changes to the Equipment as technical developments or changes in the law may require or may make expedient without prior notice to the Buyer.

d) The customer must undertake to carry out all reasonable requests made in the Schedule of Works. Prohibitive access which results in the work taking longer than it would normally require will result in excess charges being levied.

#### 5. TESTING OF EQUIPMENT INSTALLED BY PSL:

a) After installation of the Equipment, if installation is to be performed by PSL, it will be submitted to such tests as PSL and Buyer may in their discretion determine for the purpose of reasonably establishing without prejudice to clause 2 that the Equipment is in efficient working order and ready for use. Such tests will be carried out on completion of installation.

b) PSL obligations hereunder shall not be conditional upon Buyer obtaining or upon there remaining in force any agreement between Buyer and a Third Party permitting PSL to connect the Equipment or any part thereof to Third Party apparatus and cabling Buyer at all times to use and maintain any connection of the Equipment so made.

#### 6. INVOICING FOLLOWING COMPLETION OF TESTS:

a) PSL shall invoice the Buyer for the Equipment on the day the tests referred to in 5 (a) are completed to PSL and Buyer's satisfaction, notwithstanding that the Buyer may not be using the Equipment.

b) If the Buyer requests that the Equipment is to be delivered and/or installed in part(s) at various dates, PSL reserves the right to invoice the Buyer on delivery or completion of the installation, irrespective of the fact that it may not have been submitted to the tests referred to in 5(a) above. Buyer agrees that invoices so raised will be paid in accordance with Section 8.

#### 7. DELIVERY AND INVOICING WITHOUT INSTALLATION:

If PSL have not been requested to install the Equipment but merely supply it to a destination requested by Buyer or have it ready for collection by Buyer.

a) PSL will use its best endeavours to despatch or allow collection of the Equipment or the delivery date to be agreed between PSL and Buyer. Such date will not be more than three (3) months from date of order acknowledgement, unless agreed in writing by PSL.

b) PSL will not perform any tests on the Equipment following its despatch or collection.

c) PSL will invoice the Buyer on the date of delivery or collection.

d) PSL reserves the right to despatch the Equipment in part(s) and at various dates before the delivery date, Invoices will be raised on the date of despatch of such part(s). Buyer agrees that invoices so raised will be paid in accordance with Section 8.

#### 8. PAYMENT BY BUYER TO PSL:

a) Each invoice shall become payable in full immediately on receipt of invoice.

b) PSL reserves the right to demand full or part payment before proceeding or proceeding any further with the contract, or if the Buyer defaults in any payment PSL may suspend work or cancel the contract or any other contract with the Buyer and retain any payments already received on account under the contract or under any other contract with the Buyer.

#### 9. DELAY IN PAYMENT:

If any amount payable under this Agreement is in arrears for more than 7 days then PSL shall be entitled to charge interest on a day to day basis at the rate of three percent above the Bank of England Base Rate per month or part of a month on a pro rata basis on any such arrears as from the date on which payment became due.

#### 10. TITLE AND RISK:

Title to the Equipment shall pass to Buyer only upon payment in full of the Purchase Price. Accordingly, PSL reserves the right to repossess the Equipment should payment not be received in accordance with Section 8. PSL also reserves the right to repossess the Equipment if it has in whole or in part been delivered, loaned, sold or otherwise disposed of to a third party, either separately or in conjunction or as part of any other property, irrespective of whether the third party was aware or not of PSL rights under this clause. PSL assumes Buyer will have advised third party of the existence of this clause, but PSL's right to exercise this clause is not conditional upon third party having been so advised. The Buyer shall account to PSL for the proceeds of the sale of the Equipment and shall keep all such proceeds separate from any monies or property of the Buyer and third party. Risk of loss or damage to the Equipment shall pass to Buyer on delivery to Buyer. If the Buyer has

requested PSL to install the Equipment, risk of loss or damage shall pass to Buyer on completion of the tests referred to in 5(a) above.

#### 11. WARRANTY:

a) PSL warrants that subject to the terms of this clause the Equipment shall at the date of invoice be free from defects due to faulty materials, workmanship or installation on the part of PSL except if the Equipment has been subjected to any misuse by the Buyer or if any material alteration, addition, attachment or modification shall have been carried out without the prior written consent of PSL.

b) PSL will make good by repair or at its option by the supply of replacement parts, any defects which become apparent within a period of twelve (12) months from the date of invoice and which are notified promptly in writing to PSL by the Buyer. Parts replaced under this provision shall become the property of PSL upon replacement.

#### 12. CANCELLATION

12.1 No order which has been accepted by PSL may be cancelled by the Buyer (except with the agreement in writing of PSL and upon terms that shall indemnify PSL against all loss, (including loss of profit), costs, damages, charges and expenses incurred by PSL as a result of cancellation.

12.2 Without prejudice to our other rights, we may terminate the Agreement on giving written notice to you, taking immediate effect, if:

- (a) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against you or if a receiver or trustee is appointed of your estate or a voluntary

arrangement is approved or an administration order is made or a receiver or administrative receiver is appointed of any of your assets or undertaking or a resolution or petition to wind you up is passed or presented (otherwise than for the purpose of reconstruction or amalgamation) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver, or administrator or to present a winding up petition or make a winding up order: or

- (b) you fail to make any payment when it is due under the Agreement or any other agreements made between you and us: or
- (c) you default in due performance or observance of any material obligation under the Agreement and (in the case of a remediable breach) fail to remedy the breach within such reasonable time as we specify: or
- (d) you provide us or have provided us with false, inaccurate or misleading information for the purposes of obtaining Service: or
- (e) we have reasonable grounds to suspect fraud or misconduct in connection with your use of the Service or by any other third party whatsoever, with or without your knowledge or approval: or
- (f) we are directed by any competent authority to cease to provide or allow the provision of any Service.

#### 13. SUSPENSION OF SERVICE

13.1 We may at our sole discretion suspend immediately the provision of Service until further notice on notifying you either orally (confirming such notification in writing) or in writing if;

- (a) we are entitled to terminate the Agreement (where applicable): or

- (b) we are instructed or requested to do so by Government, an emergency services organisation, or other competent authority: or
- (c) you prevent or delay Service Support from being carried out and, in our sole opinion, such action would prevent the satisfactory provision of Service. In this event Service shall be suspended until you enable us to carry out the Service Support. Any suspension of Service shall not exclude our right subsequently to terminate the Agreement.

14. INDEMNITY – customers shall indemnify us against claims made against us arising from the content of their website.

15. RECONNECTION OF SERVICE  
If we suspend Service as a result of your breach, fault or omission and we subsequently agree to reconnect the Service, you shall pay any reconnection charge specified in the Tariff Schedule in respect of the relevant Service or, if no such charge is so specified, you shall reimburse us for all reasonable costs and expenses incurred in suspending and recommencing provision of Service.

16. INTELLECTUAL PROPERTY:  
a) If any claim is made against the Buyer alleging that the goods supplied infringe any patent rights, trademarks, registered designs, copyright or other industrial property rights then the Buyer shall notify PSL immediately with full particulars.

b) the Buyer shall indemnify PSL against all actions costs (including the cost of defending legal proceedings) claims proceedings and demands in respect of any infringement or alleged infringement by PSL of patent rights registered design or copyright or other

industrial property rights attributable to PSL complying with any special instructions from or requirements of the Buyer relating to the goods.

#### 17. FORCE MAJEURE:

Neither party shall be liable in any circumstances whatsoever for any failure whatsoever to perform any obligations whatsoever under this Agreement where such failure is due to any cause whatsoever beyond the reasonable control of PSL including for example (but without in any way whatsoever limiting the generality of the foregoing) act of God, refusal of licence or other governmental act, industrial dispute, accident, fire, terrorist activity, explosion.

#### 18. MODIFICATION

18.1 If during the term of the Agreement we send to you a revised version of these terms together with a notice stating when they will come into force and you continue to make use of the Service after such date, then you will be deemed to have accepted these revised terms with effect either from such date or, if later, with effect from the end of any Initial Period. The revised terms shall have effect as if no Initial Period is specified therein.

- a) We shall have the right by notice in writing to you to modify the Agreement at any time so as to comply with any regulations or other requirements applicable to or imposed upon us under the Licence or by any competent authority.
- b) Except as stated in clauses 22.1 and 22.2 above, the Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party.

#### 19. NO WAIVER

Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

#### 20. SEVERABILITY

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

#### 21. DEFAULT:

Either party may without prejudice to any other right or remedy hereunder at its option suspend its obligations hereunder or terminate this Agreement summarily by written notice to the other in the event that:

- a) The other party (if a company) commences to be wound up otherwise than for the purpose of reconstruction or amalgamation or carries on business under a receiver for the benefit of its creditors or any of them or compounds with or enters into a scheme or arrangement with creditors or such conditions exist as are substantially equivalent in effect to any of the foregoing, or
- b) Any valid sum is owing to the other party hereunder for more than 30 days after the same shall have become due.
- c) The other party is otherwise in breach of the terms hereof and fails to rectify such breach within 30 days after receipt of written notice to do so. Upon receipt of such written notice should the Buyer be in default then the

Buyer shall forthwith discontinue its use of the Equipment and allow PSL access to it for the purpose of removal.

#### 22. PSL LIABILITY TO BUYER:

a) PSL shall indemnify Buyer against loss or damage for death or personal injury resulting from the negligence or breach of duty of PSL its servants or agents (while acting as such) but only to the extent of PSL due share in respect thereof.

b) PSL shall indemnify Buyer against direct physical damage or injury to Buyer's property caused by the negligent or other actionable act or omissions of PSL its servants or agents (while acting as such) but only to the extent of PSL due share in respect thereof.

c) PSL shall be under no liability which arises from fair wear and tear, failure by the Buyer to follow PSL's instructions or misuse or alteration of the Equipment, any defects in respect of products, parts and materials not manufactured by PSL.

d) PSL shall not be liable for any indirect or consequential expense or loss including (but without in any way limiting the generality of the foregoing) financial loss of profits, loss of other contracts, loss of operating time, loss of use, or any other form of loss whatsoever whether financial or otherwise arising from or in connection with the supply, installation or use of the Equipment.

e) Without prejudice to any other term and condition, PSL total liability to Buyer arising from any act or default of PSL (whether caused by PSL negligence or otherwise) shall not exceed the Equipment Purchase Price.

#### 23. CONFIDENTIALITY:

a) The terms hereof and all information of a technical nature or commercial nature disclosed by either party, its servants or agents under or in connection herewith is supplied in confidence (both during the currency hereof and after the termination or completion of the Agreement constituted hereby) and shall not without prior written consent be divulged to any person whatsoever other than on condition that those persons to whom such information is divulged shall themselves observe the requirements of this clause.

b) All technical information whatsoever, know-how, expertise, drawings, designs, specifications and other information howsoever disclosed by PSL to Buyer shall subject to the rights of any other owner remain the copyright of PSL and shall be utilised by Buyer only for the purposes hereof.

c) Any media as may be supplied to Buyer under this Agreement includes information and/or data which is the copyright of PSL. Such information and/or data is supplied on the express understanding that it shall be used only for the purpose for which it is provided and with the Equipment.

### 23. PROVISION OF INFORMATION

23.1 You will promptly provide us (free of charge) with all information and co-operation which we may reasonably require from time to time to enable us to proceed uninterruptedly with the performance of our obligations under the Agreement.

23.2 You will inform us promptly of any change of address, telephone numbers or any other details which you originally provided to us.

In order for us to investigate abuse of the Network, you will co-operate in allowing us to examine any records

relating to the use of the Service and/or the equipment connected to it.

### 24. ASSIGNMENT.

Neither party shall assign any benefit or liability whatsoever under this Agreement without the prior written consent of the other.

### 25. LAW:

This Agreement shall be considered as made in England and subject to English Law.