

TERMS AND CONDITIONS OF SUPPLY

IMPORTANT: All orders for Products (as defined below) submitted by the Customer to ITP shall be subject to the following Terms & Conditions, which shall form part of and govern any contract for the supply of Products between ITP and the Customer ("a Contract"). Any terms or conditions to the contrary contained in any purchase order or other document whatsoever issued by the Customer shall be void and of no effect. No waiver or amendment to these Terms and Condition shall be effective unless made in writing and signed by both parties.

1. DEFINITIONS

In these Terms and Conditions:

- "Hardware" - means any computer hardware, new or used;
- "Software" - means any computer software whether embodied in ROM, RAM, firmware or on disk, tape or other media;
- "Cartridges" - means any toner or inkjet cartridges for printers or photocopiers, new or used;
- "Product(s)" - means any item or items ordered by the Customer from ITP from time to time, including Hardware or Software;
- "Customer" - means the person, firm or Company ordering the Products;
- "ITP" - means ITP Group Holdings Limited, or relevant associated company supplying Products to the Customer;
- "Rental Product" - means any Product or Products rented to Customer.

2. ORDERS

- 2.1 Order procedure.** All orders shall be submitted by the Customer in writing by post, e-mail or facsimile and shall specify the type and condition of Products ordered, together with requested dates of delivery and delivery destination.
- 2.2 Confirmation.** Any orders notified to ITP by telephone shall be confirmed by the Customer in writing by post, e-mail or facsimile.
- 2.3 Acceptance.** An order shall only form a binding contract when accepted by ITP. Acceptance of each individual order shall form a separate contract governed by these Terms and Conditions ("a Contract"). Customers' orders shall only be deemed to be accepted on issue of written acceptance by ITP, or on despatch of Products by ITP.
- 2.4 Application of terms.** These Terms and Conditions shall apply to all orders for Products placed with ITP, and any order placed with prior notice of these Terms and Conditions shall be deemed to be placed on the basis of these Terms and Conditions.
- 2.5 Errors.** ITP reserves the right to correct any clerical or typographical errors made by its employees or suppliers at any time.

3. PRICES

- 3.1 Current prices.** All prices quoted by ITP in any estimate or quotation are those current at the time of the Customer's enquiry. The price payable in respect of any accepted order will be the price in force at the time of despatch of the Products to the Customer, and ITP reserve the right to pass on any such increase to the Customer.
- 3.2 Errors and omissions.** While every effort is made to ensure the accuracy of prices or charges quoted by ITP no responsibility is accepted by ITP for any errors or omissions.
- 3.3 VAT.** All quoted or publicised prices for Products are exclusive of Value Added Tax, or other applicable sales taxes, which shall be paid by the Customer at the rate from time to time in force.
- 3.4 Delivery.** All quoted or publicised prices for Products are exclusive of delivery charges which where delivery is required will be due to be paid by the Customer and added to ITP's invoice for Products.
- 3.5 Rental prices.** All rental prices quoted presume the Products will be returned in the same condition that they were rented.

4. PAYMENT

- 4.1 Cash with order.** Until written credit terms have been agreed with ITP, the Customer shall pay for all Products on a "cash with order" basis. ITP reserves the right not to release Products for delivery or collection until such payment for Products is received in cleared funds.
- 4.2 Credit terms.** Where credit terms have been agreed with ITP, the Customer shall pay for the Products in accordance with the terms set out in the credit account offer letter which ITP will send confirming payment terms, subject to the credit limit specified in such terms.
- 4.3 Instalments.** If the Products are delivered in instalments ITP reserves the right to invoice each instalment as and when delivery is made to the Customer, and payment shall be due on each invoice in accordance with these Terms and Conditions notwithstanding non-delivery of other instalments or non-fulfilment of the entire order.
- 4.4 Credit Hold.** Accounts that are overdue will be placed on "Credit Hold" and no further Products will be delivered or made available to the Customer until all payments due to ITP under any contract of supply between ITP and the Customer have been cleared. Repeated failure by the Customer to comply with ITP's payment terms will result in permanent withdrawal of credit facilities.
- 4.5 Non-payment.** If in ITP's opinion the Customer's financial position does not justify the terms of payment previously agreed with the Customer ITP may withdraw its credit terms, and if payment for the Products is not received by the due date ITP may, without incurring any liability to the Customer:
 - (i) cancel any of the Customers' outstanding orders for Products; and/or
 - (ii) charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of three per cent per month.

5. DELIVERY

- 5.1 Delivery dates.** Any delivery dates quoted or publicised by ITP whether verbally or otherwise are estimates only and time shall not be of the essence in relation to such dates. While ITP shall use its reasonable endeavours to meet delivery dates included in any accepted order, it does not guarantee to meet such dates and shall have no liability to the Customer if it fails to meet them.
- 5.2 Instalments.** ITP shall be entitled to make deliveries of Products comprised in any order by instalments.
- 5.3 Notification of damage.** In the event of any failure to deliver, any visible damage to Products prior to or in the course of delivery, or any visible non-conformance of delivered Products with the ordered Products, the Customer shall notify ITP (with a copy to ITP's carrier in the case of non-delivery or damage) of such failure, damage or non-conformance:
 - (i) within five working days of delivery or collection (in the case of loss, damage or non-conformance); and
 - (ii) within ten working days of the date of ITP's invoice (in the case of non delivery).ITP shall have no liability for any such failure, damage or non-conformance not notified within such period, and where no notice has been given within such period delivered Products shall be deemed to have been accepted by the Customer.
- 5.4 Subsequent claims.** ITP will accept no liability for any Products signed for as received in good condition (or words to that effect) that the Customer subsequently claims have arrived damaged.
- 5.5 Risk.** The risk in the Products shall pass to the Customer on delivery of the same to the Customer, his agent or nominated carrier.
- 5.6 Replaced products.** All Products replaced by ITP shall become the property of ITP.

6. TITLE

- 6.1 Retention.** Notwithstanding any other provision contained in these Terms and Conditions (but without prejudice to clauses 7 and 8 below), the legal and equitable title to or in each Product shall remain with ITP until payment in full of the purchase price (together with any interest and VAT thereon) has been received by ITP in cleared funds in respect of:
 - (i) that Product; and
 - (ii) all other Products agreed to be sold by ITP to the Customer for which payment is due.
- 6.2 Incorporation.** The said title shall remain with ITP notwithstanding that the Product or Products referred to in clause 6.1 above shall have been incorporated in or affixed to other Products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, Ram or any other hardware, software or firmware other media whatsoever.
- 6.3 Re-delivery.** Until such time as, in accordance with the above provisions, the Customer becomes the owner of any Product, the Customer shall redeliver the Product to ITP on demand.
- 6.4 Re-possession.** If the Customer fails to redeliver any Product on demand in accordance with clause 6.3 ITP shall be entitled, with or without notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking possession of the Product and shall also have the right to:
 - (i) dismantle any product into which the Product has been attached;
 - (ii) detach the Product from any other goods to which the Product has been attached.The Customer shall indemnify ITP in respect of all ITP's costs in connection with enforcing the provisions of this sub-clause.
- 6.5 Sale in the course of business.** Until such time as, in accordance with the above provisions, either the Customer shall have ceased to have the right to retain possession of the Product or shall have acquired the property in the Product, the Customer is hereby granted a licence by ITP to sell the same by way of bona-fide sale in the ordinary course of business.
- 6.6 Third party sale.** Where a Product is sold or otherwise disposed of to a third party before title to it has passed to the Customer, the sale will constitute a sale by the Customer of ITP's property.
- 6.7 Proceeds of sale.** If the Customer has not received the proceeds of any such sale or disposition it will, if required by ITP, assign to ITP forthwith all the rights against the person, firm, or company by whom the proceeds are owed.

- 6.8 Rights of action.** It is expressly agreed that ITP may maintain an action for the price of any Product for which payment has not been made notwithstanding that property in the same has not passed to the Customer.

7. RENTAL PRODUCTS

- 7.1 Ownership.** Title to and ownership of any Rental Product will at all times remain with ITP. Customer is responsible at all times for insuring all Rental Products.
- 7.2 Replacement.** ITP will charge the Customer the current replacement value for any Rental Products that are not returned or returned in damaged condition. Any rental continuing over the agreed time will be charged pro-rata per day and is subject to the consent of ITP.

8. SOFTWARE PRODUCTS

- 8.1 Title to Software.** In respect of Software, title only to the materials upon which programs are recorded and not to the recorded programs shall pass to the Customer upon payment of the applicable price and other sums due. No ownership in, or title to any copyright, patent or other intellectual property rights in the Software shall be transferred to the Customer.
- 8.2 Shrinkwrap licences.** Use of Software shall be subject to the terms of any shrinkwrap licence or other licence agreement supplied with or attached to the Software or the Product within which the Software is comprised. The Customer shall ensure that all copies of Software Products which are supplied to end users or any other third party shall be accompanied by any licence agreement (whether shrinkwrap or otherwise) accompanying the Products or any other document which ITP or its suppliers require.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Ownership.** All copyright, patent, trade mark, design right and other intellectual and industrial property rights relating to the Products are and shall remain the property of ITP or its suppliers as the case may be.
- 9.2 Infringements.** The Customer shall notify ITP immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the intellectual property rights in the products and will assist ITP and/or its suppliers in taking all necessary to defend the owners' rights.

10. CANCELLATIONS & RETURNS

- 10.1 Returns.** The Customer shall not be entitled to return the Products or CANCEL orders without ITP's prior consent. Such consent will not be given where the Products have been specially ordered by ITP to meet the Customer's requirements. If ITP accepts cancellation of an order it reserves the right to make a re-stocking charge of 15% of the invoice value of the order cancelled and to charge for the cost of return transport.
- 10.2 Authorisation.** Without prejudice to clause 10.1 ITP will not accept Products for return or replacement unless Products are accompanied by a reference to a Return Goods Authorisation (RGA) Number issued by ITP and are in stock condition, complete with all original packaging and are appropriately boxed.
- 10.3 Carriage costs.** The Customer shall, unless otherwise agreed, be responsible for the cost of carriage and insurance in respect of all Products returned to ITP, which Products shall also be at the Customer's risk until actual receipt by ITP.

11. PRODUCT WARRANTIES

- 11.1 Manufacturers' warranty.** The Customer shall be entitled to the benefit of any warranty against any defect in the Products received by ITP under any agreement with the manufacturers or supplier of Products.
- 11.2 DOA warranty.** ITP offer a forty eight hour dead on arrival (DOA) warranty on all Hardware, after which any obligations by ITP for warranty of Products will cease.
- 11.3 Cartridges.** All used Cartridges are sold with no warranty as to whether they test good or bad, only that they are either virgin (not been recycled previously by a third party) or non virgin (have been previously recycled by a third party).
- 11.4 Implied warranties.** Save as aforesaid all other warranties and conditions, whether express, implied, statutory or otherwise (other than in relation to title and quiet possession) are expressly disclaimed by ITP and excluded to the fullest extent permitted by law.
- 11.5 Year 2000.** For the avoidance of doubt, ITP makes no representations or warranties of any kind and assumes no liability concerning whether any Products are year 2000 compliant.

12. LIABILITY

- 12.1 Limitation.** Except in respect of personal injury or death caused by ITP's negligence (for which no limit shall apply) ITP's liability under any Contract shall be limited to the amounts payable by the Customer under such Contract.
- 12.2 Consequential loss.** ITP shall not be liable for any: (i) indirect or consequential loss, (ii) loss of profits or business, (iii) loss of anticipated savings, or (iv) loss of or damage to data.

13. TERMINATION

- 13.1 Termination for breach.** Notwithstanding anything else contained in these Terms and Conditions, any Contract may be terminated by ITP forthwith by giving notice in writing to the Customer of a material breach of any term of the Contract where (in the case of a breach capable of being remedied) the Customer shall have failed, within 30 days after the receipt of a request in writing so to do, to remedy the breach.
- 13.2 Insolvency.** Any Contract may be terminated if the Customer shall:
 - (i) be in default in making payment for any of the Products supplied by ITP; or
 - (ii) give notice to its creditors or any of them that it has suspended or is about to suspend its business or payment of its accounts, or
 - (iii) be unable to pay its debts or have no reasonable prospect of being able to pay its debts; or
 - (iv) be the subject of an order shall or an effective resolution passed for the winding up of the Customer (other than for the purpose of a re-construction or amalgamation); or
 - (v) have an administrator, receiver appointed of the whole or any part of the undertaking or assets of the Customer;and in any such case ITP shall have the rights set out in clause 6 in respect of any Products in the possession of the Customer in respect of which title has not passed to the Customer.
- 13.3 Accrued rights.** Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14. GENERAL

- 14.1 Entire agreement.** The Customer warrants that it has not relied on any oral representation made by ITP or upon any descriptions or illustrations contained in any catalogue or publicity material produced, supplied or recommended by ITP which are only intended to convey a general idea of the products mentioned therein save that this shall not exclude any liability for fraudulent misrepresentation.
- 14.2 Modifications.** ITP may modify the specification of the Products to be supplied by ITP and/or substitute substantially conforming components provided the modifications and/or substitutions do not adversely affect performance. ITP will wherever practical advise the Customer of all such modifications or substitutions in advance of delivery of the Products to the Customer.
- 14.3 Relationship.** It is hereby expressly understood that the Customer is not acting as agent of ITP.
- 14.4 Assignment.** The Customer shall not assign or otherwise transfer any Contract or any of its rights and obligations under any Contract whether in whole or in part without the prior written consent of ITP.
- 14.5 Severability.** If any clause, sub-clause or other part of these Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining clauses or remainder of the clause in question shall continue in full force and effect.
- 14.6 Force Majeure.** Neither party shall be liable for any failure or delay in performing any of its obligations hereunder if caused by circumstances beyond that party's reasonable control.
- 14.7 Notices.** All notices which are required to be given hereunder shall be sent to the registered address of the party in question.
- 14.8 Export control.** The Customer acknowledges that the Products may be subject to export controls imposed by the United Kingdom or other Governments and undertake to apply for and obtain any necessary licences or other consents that may be necessary to export or take the Products (or any part thereof) out of the United Kingdom.
- 14.9 Headings.** The headings to the clauses and sub-clauses of these Terms and Conditions are included for convenience only and shall not affect their interpretation or construction.

15. LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.