



TERMS AND CONDITIONS

1. Definitions

- "Assignment" means the consultancy assignment set out in the Sales Order;
"Conditions" means the terms and conditions of sale set out in this document;
"Customer" means the person, firm or company who agrees to buy or buys the Equipment from the Supplier set out in the Order Form;
"Delivery Date" means the date for delivery as set out in the Equipment Schedule;
"Goods" means the goods, which the Customer agrees to purchase from the Supplier as set out in the Equipment Schedule;
"Price" means the price for the Goods and Software as set out in the Equipment Schedule;
"Software" means the software as set out in the Equipment Schedule
"Supplier" means The PC Doctor.co.uk Limited of 29 Chestnut Drive, Poynton, Cheshire, SK12 1QG

2. Application of Terms

2.1

These Terms and Conditions shall apply to all orders (including telephone orders) placed with the Supplier by the Customer. Acceptance by the Supplier of any order is conditional upon acceptance by the Customer of these Terms and Conditions which shall override all other terms and conditions inconsistent herewith, whether express, implied or otherwise including but not limited to terms, conditions or stipulations contained in the Customer's purchase order or other form of writing or otherwise stipulated by the Customer and which are at variance with or additional to these Terms and Conditions. The same shall not be binding upon the Supplier unless specifically accepted in writing and signed by the Supplier.

2.2

The Supplier shall not be bound unless and until the Supplier has signed the Sales Order, issued an invoice in accordance with the Sales Order, or delivery of Equipment has been effected.

2.3

These Terms and Conditions shall supersede any prior arrangements made or existing between the parties and shall constitute the entire understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment or modification of these Terms and Conditions shall be effective, unless in writing and signed or accepted by the Supplier.

3. Prices

3.1

The price of the Equipment is based on the cost prevailing at the date hereof and the Supplier reserves the right to adjust the price by such an amount as may be necessary to cover any increase affecting the Supplier after the date hereof attributable to market conditions prevailing at the date of delivery to the Customer. The Supplier shall give to the Customer seven (7) days prior written notice of any such increase which increased price shall apply in addition to or in lieu of (as the case may be) the order price and shall be deemed to have been accepted unless the Customer notifies the Supplier to the contrary during the period of notice. Without prejudice to the foregoing generality, market conditions shall include but shall not be limited to any direct or indirect increase in any foreign exchange rates relating to the Equipment or in the cost of labour, materials, handling, manufacture, supply or transport or such costs as may be incurred by the Supplier in complying with obligations imposed by law.



3.2

The price of the Equipment includes (where applicable and unless otherwise stipulated by the Supplier or appearing as a separate item on the Sales Order) the licence fee for the Customer's right to use the operating system software and (where applicable) such other software supplied with the Equipment.

3.3

Where more than one item of Equipment is listed on the Sales Order, the price may be based on the quantity specified and accordingly the Supplier reserves the right to adjust the price in the event of orders being placed by the Customer for a different quantity or in the event that the quantity actually delivered to the Customer differs (for any reason) from that specified in the Sales Order.

3.4

The price of the Equipment is based on the supply of the Equipment to the address specified on page one and to any relevant specifications at the date hereof and is subject to adjustment in the event of delivery to a different address or in the event of any modification being incorporated therein before or after delivery either at the request or with the consent or knowledge of the Customer.

3.5

All prices are exclusive of VAT and if applicable, packing, delivery, installation and insurance.

3.6

Unless otherwise specified on page 1, fees for the Assignment are payable weekly /monthly in arrears within seven working days of receipt by the Customer of the Supplier's invoice for work done during that period.

4. Invoicing and Payment

4.1

Goods may be invoiced at any time after the Sales Order is signed by the Customer. All invoices are payable within 30 days after delivery of the Equipment referred to therein. Where credit terms are agreed with the Customer, the Supplier reserves the right to withdraw the same and substitute cash with order. Any discounts must be agreed in writing by the Supplier.

4.2

Where payment of the price or any part thereof is not made, the Supplier, without prejudice to its other rights hereunder or in law, shall be entitled to charge interest on the outstanding amount at the rate of _ per cent per annum above National Westminster Bank base rate from the due date until the outstanding invoiced price or outstanding part thereof is paid.

4.3

If the Customer shall refuse or fail to take delivery of any Equipment within twenty -one (21) days of notification that it is ready for delivery, payment of the Invoice in respect thereof shall be due thereon as if delivery had been made notwithstanding the Customer's liability for storage charges and the Supplier's lien therefor in accordance with the provisions of Clause 8 hereof.

4.4

Should the Customer fail to make any payment when due under any contract the Supplier shall have the right by notice in writing forthwith to suspend all further, deliveries, installation or warranty service until the default be made good or at the Supplier's absolute discretion, to determine any contract or agreement where goods remain to be delivered, without prejudice to any other rights or remedies (including, without prejudice to the foregoing generality, re-possession of the Equipment in accordance



with the provisions of Clause 10 below), which may be available to the Supplier in accordance with these terms and conditions at law or otherwise.

4.5

The time of payment of each invoice shall be of the essence.

5. Software

5.1

The Supplier shall procure that the Customer receives or has the benefit of a non-exclusive, non transferable licence to use the Software upon the terms herein including the following: 5.1.1 the Customer undertakes not to copy (other than for normal Equipment operation and except to the extent permitted by the applicable law), reproduce, translate, adapt, vary or modify the Software nor to communicate the same to any third party without the Supplier's prior written consent;

5.1.2

The Customer undertakes to use the Software only on the Equipment specified in the Schedule and undertakes not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or on the Software or the medium upon which it resides.

5.1.3

The licence hereby granted shall continue until or unless:

5.1.3.1

Either party gives to the other party one (1) month prior written notice of termination whereupon and before the expiry of which the Customer undertakes to return or destroy the Software as the Supplier shall direct PROVIDED that the Supplier shall only exercise its right to terminate in the event that the continued use or possession of the Software by the Customer infringes a third party right's or where the Supplier is forced so to do under the applicable law.

5.1.3.2

The Supplier terminates the Licence forthwith if the Customer fails or has failed to comply with any of the Terms and Conditions herein contained.

5.2

The Software is supplied subject to the standard licence conditions contained or referred to in the Software all of which is proprietary software and subject to standard conditions.

5.3

Should the Customer refuse to accept the said standard conditions that apply to the Software the Supplier shall be under no further obligations to the Customer in respect of the Software and the Customer shall remain bound by all the terms and conditions (including payment) contained in the Sales Order or any related order. Further the Customer shall not in that event run the Software on the Goods and shall cause the Software to be deleted from the Goods.

6. Specifications

6.1

The Supplier may at its discretion and when it considers it appropriate alter the specification of the goods provided that such alterations do not materially affect the quality or fitness for the purpose of the goods or such changes are made by the manufacturer of the goods.



6.2

All drawings, descriptive weights, dimensions and the descriptions and illustrations contained in the sales literature and price list are approximate only.

6.3

Where the Supplier has been responsible for any of the specifications and designs in respect of any of the goods then the copyright, design right or other intellectual property in them, shall at all times remain the property of the Supplier.

7. Inspection and Testing

The Equipment undergoes a system of testing before delivery. If any additional testing is required by the Customer the additional expense which is incurred thereby shall be borne by the Customer.

8. Delivery and Installation

8.1

Delivery dates are estimates only and unless the Supplier expressly agrees in writing to be bound by a delivery date as being of the essence of the Agreement, the Supplier shall not be liable for direct, indirect, consequential loss or less of profits arising from part, late or non-delivery.

8.2

Where the Supplier expressly agrees in writing to be bound by a delivery date, the Supplier's liability, subject to Clause 9 and subject always to Clause 13 hereof, in respect of any loss or damage suffered by the Customer which is directly attributable to such part or late or non-delivery shall be limited to the value of the Equipment not delivered.

8.3

The Supplier shall inform the Customer when any part or all of the Equipment is ready for delivery, and the Customer shall inform the Supplier of the location for delivery if the same does not appear or is different from the address stated on the Sales Order. If the Customer shall fail to give to the Supplier instructions for delivery within twenty -one (21) days of such notification by the Supplier that the Equipment is ready for delivery, the Supplier may without further reference to the Customer arrange for storage of the Equipment. Charges for storage shall be paid by the Customer and the Equipment shall be subject to a lien of the Supplier therefore.

8.4

Delivery shall be made during normal working hours (excluding local and national holidays). If the Customer requires delivery to be made outside such times, an additional charge shall be payable. The Supplier reserves the right to deliver in more than one delivery.

8.5

The Customer shall prepare the area of delivery and installation of the Equipment and provide free access to the location and to any services or facilities that may be required to deliver and install the Equipment. Where the same has not been prepared or provided or the Supplier is prevented from carrying out delivery or installation at the pre-arranged day and time through no fault of the Supplier, the Supplier shall be entitled to charge for same.

8.6

Even if the Supplier shall have delayed or failed to deliver the Equipment (or any of it) on the delivery date, the Customer shall accept delivery and pay for Equipment in full provided that delivery is tendered on or before any time for delivery that the Customer shall have made of the essence of the contract.



9. Damage, Shortage or Loss in Transit

9.1

The Supplier accepts responsibility for damage, shortage or loss in transit if the same is notified to the Supplier within two days of receipt of the Equipment by the Customer.

9.2

Where the Supplier accepts responsibility under this Clause, it shall, at its sole option, replace or repair (as the case may be) any such Equipment or part thereof, proved to the Supplier's satisfaction to have been lost or damaged in transit.

10. Title to the Equipment

10.1

Notwithstanding delivery, installation, acceptance and passing of risk, title to the Equipment shall not pass to the Customer but shall be retained by the Supplier until full payment for the Equipment has been received by the Supplier from the Customer.

10.2

Until such time as title in the Equipment has passed to the Customer, the Supplier:

10.2.1

shall be entitled to repossess at any time any of the Equipment in which title remains vested in the Supplier;

10.2.2

For the purpose specified in 10.2.1 above, the Supplier or any of his agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the Equipment or any part thereof is installed, stored or kept, or is reasonably believed so to be;

10.2.3

Shall be entitled to seek a court injunction or equivalent judicial order under the applicable law of this Agreement to prevent the Customer from selling, transferring or otherwise disposing of the Equipment.

10.3

Until such time as title in the Equipment has passed to the Customer, the Customer shall, subject to the Supplier's rights hereunder:

10.3.1

Hold the Equipment as the Supplier's fiduciary agent and be entitled to use the same in the ordinary course of the Customer's business; but shall not be entitled to sell or otherwise dispose of the same or part with possession thereof;

10.3.2

Cause to be added to its audited accounts for each year a note that Equipment supplied by the Supplier is subject to retention of title and shall be the property of the Supplier until full payment of all sums in respect thereof has been made to the Supplier; and

10.3.3

Insure such Equipment to its replacement value naming the Supplier as the loss payee until all payments to the Supplier have been made as specified in this Clause and the Customer shall forthwith, upon request, provide the Supplier with a Certificate of such Insurance.



10.4

The Supplier shall notwithstanding that title may not have passed to the Customer nevertheless be entitled to recover the price from the Customer.

10.5

The aforementioned provisions relate to the Equipment and not to the Software which is subject to licence as specified in Clause 5 hereof and the terms of which are contained or referred to in Clause 5 above.

11. Passing of Risk

Notwithstanding Clause 10 hereof, risk in the Equipment shall pass to the Customer upon delivery by the Supplier to the Customer or his agent and the Supplier shall not be liable for any loss or damage to the Equipment from the time that the Equipment is so delivered.

12. Warranty

12.1

The Supplier warrants to the Customer that the Goods are believed to be free from defects of workmanship and materials and the Supplier undertakes, subject to paragraphs (c) and (d) below, to replace or, at its option, to repair the Goods (other than rubber parts and/or printing heads and/or consumable items) found to be defective within 12 months of the date of original delivery and installation in accordance with Clause 8 above, where such defects are a result of faulty materials or workmanship.

12.2

Each claim of the Customer under this warranty shall be sent in writing to the Supplier specifying the type of Goods and nature of the defect. Upon receipt of such written notice, the Supplier or its agent or representative shall have the option of testing or inspecting the Equipment at its location or of having the Equipment returned to the Supplier or such other address as may be notified to the Customer, freight pre-paid.

12.3

In the event of any claim presented under warranty being found on investigation by the Supplier either to be outside the scope or duration of this warranty or the fault being unconfirmed, then the costs of such investigation and repair shall be borne by the Customer. 12.4 The Supplier shall not be liable at any time for damage or defects in the Goods or parts caused by improper use, abuse, mismanagement or by using the Equipment outside the specifications detailed in the manuals and documentation relating to the Equipment or outside the specific application of the Equipment.

12.5

If the Assignment consists of or involves remedial work following virus or other malicious software damage the Supplier does not warrant that the system upon which the Assignment is performed will thereafter be free of future virus or other malicious software damage which can be inflicted at any time.

12.6

Where the Assignment includes the carrying out of remedial work of any sort and the Customer wishes the Supplier to endeavour to recover specific data thought to be resident on the appropriate system the Customer must inform the Supplier of the details of the data to be recovered. Whilst the Supplier will use reasonable care and skill using standard retrieval techniques only to recover such data the Supplier does not warrant that such data will be recovered. In the event that the computer hard drive



containing data breaks down the Supplier will quote separately for the specialist retrieval work then required.

12.7

This warranty shall not be assigned without the prior written consent of the Supplier.

12.8

The Supplier shall use all reasonable endeavours to procure for the Customer the benefit of all manufacturer's or developer's warranties relating to the Software.

12.9

The Supplier warrants that it will use reasonable care and skill in the performance of the Assignment. In the event of any proven failure to do so the Supplier undertakes to make good any defective work resulting there from.

12.10

Except as otherwise provided in this Clause, the Supplier makes no other representations or warranties and expressly excludes the same whether implied, statutory or otherwise especially as to quality or fitness of the Equipment for any particular purpose or the performance of the Assignment.

12.11

The Supplier can not guarantee wired and wireless connections between personal computers, peripherals and remote devices due to the numerous variables that may be present or subsequently present after installation and setup. Anti virus/Internet security applications, firewalls, poor signal strength, equipment, disabled devices, proxies, internal architecture, user error and numerous wireless transmissions in the local area are all possible variables that might affect connection.

13. Supplier's Liability

13.1

Except as set out in clause 12 and except to the extent that by law it is not lawful to exclude such liability, the Supplier shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of the Equipment, its use or otherwise or the performance of the Assignment.

13.2

Notwithstanding the generality of clause 13.1 above, the Supplier expressly excludes liability for consequential loss or damage, including but not limited to loss or damage to data or to other equipment or property (whether or not the same may be in the Supplier's care, custody or control), or for loss of profit, business, revenue, goodwill or anticipated savings.

13.3

In the event that any exclusion of liability contained in these Terms and Conditions shall be held to be invalid for any reason and the Supplier becomes liable for loss or damage that may be limited or capable of being limited in law, such liability shall be limited to the price of the Equipment specified on page one of this Agreement (where such loss is in relation to the Equipment) and/or the price of the Assignment specified on page one of this Agreement (where such loss arises from the performance of the Assignment).

13.4

The Supplier does not exclude liability for death or personal injury to the extent that the same arises directly from the negligence of the Supplier or its employees.



14. Duties of the Customer

14.1

The Customer shall, while this Agreement is in force or until completion of the Assignment, provide (where applicable) access to the necessary personnel of the Customer and to the Customer's systems and software and shall provide (where the Supplier is required to work at the Customer's premises) accommodation, secretarial and other assistance as may be necessary for the completion of the Assignment.

14.2

The Customer agrees to advise the Supplier immediately of any changes in circumstances that may affect the Assignment or its completion in any way.

15. Copyright, Patents, Trade Marks and Other Intellectual Property Rights

15.1

The Customer acknowledges that any and all of the trade marks, copyright, patents and other intellectual property rights used or subsisting in or in connection with the Equipment including software, hardware and other parts thereof in which the Supplier or the respective manufacturer, developer or third party has an interest are and shall remain the sole property of the Supplier or such manufacturer, developer or third party. The Customer shall not at any time in any way question or dispute the ownership thereof.

15.2

In the event that new inventions, designs or processes evolve in performance or as a result of the performance of the Sales Order, the Customer acknowledges that the same shall belong to the Supplier unless otherwise agreed in writing by the Supplier.

15.3

The Customer shall indemnify the Supplier fully against all liabilities, costs and expenses which the Supplier may incur as a result of work done in accordance with the Customer's specifications involving infringement of any copyright, patent or other proprietary right.

15.4

The copyright in any report, documentation, information, software or invention on whatever media, prepared or created by the Supplier pursuant to the Assignment shall be the property of the Supplier notwithstanding termination hereof unless otherwise expressly agreed in writing between the parties.

16. Termination of Assignment

16.1

Notwithstanding any other provisions herein contained, this Agreement may be terminated forthwith by either party by notice in writing if any of the following events shall occur.:

16.2

If the other party shall at any time be in default under this Agreement and shall fail to remedy such default within seven (7) days from receipt of notice in writing from the party not in default specifying such default;



16.3

If the other party shall commit any act of bankruptcy, shall have a receiving order made against it, shall make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors or if the other party being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up or shall enter into any liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), shall call any meeting of its creditors, shall have a receiver of all or any of its undertakings or assets appointed, shall be deemed by virtue of the law relating to this Agreement to be unable to pay its debts, or shall cease to carry on business, or if any event analogous to any of the foregoing under the laws of any foreign jurisdiction shall occur with respect to the other party;

17. Notices

17.1

All notices to or by the respective parties hereto shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by recorded delivery post or sent by facsimile to the party to which such notice is required to be given under this agreement addressed as set out in the Sales Order or to such other address or facsimile number as the respective parties hereto may hereafter specify to the others in writing.

17.2

Notices delivered by hand or sent by facsimile shall be deemed received the first working day following such delivery or sending. Notices which have been posted as above shall be deemed received on the [second] working day following posting.

18. Force Majeure

The Supplier shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute breach of its obligations hereunder arising by reason of force majeure, namely circumstances beyond the control of the Supplier which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; shortage of supplies, equipment, materials, breakdown or shortage of equipment and labour disputes of whatever nature and for whatever cause arising, including but without prejudice to the generality of the foregoing, work to rule, overtime bans, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

19. Waiver

Failure or neglect by the Supplier to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Supplier's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Supplier's rights to take subsequent action.

20. Headings



The headings of the Terms and Conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the Terms and Conditions.

21. Severability

In the event that any or any part of these Terms or Conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

22. Transfer of Rights

This Agreement shall not be assigned by the Customer without the prior written consent of the Supplier.

23. Law and Jurisdiction

The parties hereby agree that the Agreement concluded between them and constituted in these Terms and Conditions shall be construed in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.