

1. DEFINITIONS

- 1.1. The following definitions shall apply to these Terms and Conditions to any contract incorporating the same.
- (i) 'ISC' means ISC Networks Ltd.
 - (ii) 'the Purchaser' means any person entering into a contract for the purchase from ISC of computer or associated equipment.
 - (iii) 'the Equipment' means the Hardware and Software.
 - (iv) 'the Hardware' means the computer hardware and associated equipment supplied by ISC to the purchaser.
 - (v) 'the Software' means the computer software supplied by ISC to the Purchaser.

2. GENERAL

- 2.1. These are the Standard Terms and Conditions of supply of ISC whose registered office is situated at Solar House, Stukeley Business Centre, Huntingdon, Cambridgeshire, which shall govern all contracts for the sale and supply of Equipment by ISC to the Purchaser. Any quotation or other communication sent by ISC to the Purchaser shall be deemed to be an invitation to treat only. The Purchaser's purchase orders shall constitute offers to buy only and the contract between ISC and the Purchaser shall come into effect upon ISC's acceptance, whether upon ISC's formal acknowledgements of order or otherwise, of the Purchaser's order.
- 2.2. Any written order or other communication of any kind from the Purchaser containing any terms and/or conditions inconsistent with these Terms and Conditions shall not be accepted by ISC to the extent of such inconsistency and such inconsistent terms and/or conditions shall be deemed to be severable and shall be severed from the order or communication without otherwise affecting the validity thereof and any subsequent acceptance on these Terms and Conditions shall not constitute a counter offer. Acceptance of the Equipment by the Purchaser shall constitute acceptance by it of these Terms and Conditions.
- 2.3. No employee, servant or agent of ISC has authority to vary these Terms and Conditions orally and no variation of these Terms and Conditions shall be effective or binding on ISC unless made in writing or signed on behalf of ISC by a Director or other authorised signatory of the company.

3. DELIVERY

- 3.1. ISC shall deliver or produce delivery of the Equipment to the address specified in the customer's order. Unless otherwise expressly agreed in writing the price of the Equipment excludes all costs of packing and delivery shall be charged to the Purchaser in addition to the price of the Equipment.
- 3.2. ISC shall arrange for insurance of the Equipment during transit and shall bear the costs thereof. Risk in the Equipment will pass to the Purchaser immediately upon delivery of the Equipment at the Purchaser's Premises.
- 3.3. ISC will use all reasonable endeavours to effect delivery of the Equipment by any delivery date requested by the Purchaser in writing in any order but time of delivery shall not be of the essence of any contract and ISC shall not be liable for any loss or damage whatsoever arising directly or indirectly from any failure to effect delivery on or by such date or otherwise.
- 3.4. ISC reserves the right to suspend all deliveries to the Purchaser and/or terminate any contract for the supply of equipment to the Purchaser without liability in the event of any breach by the Purchaser of these Terms and Conditions.
- 3.5. The buyer shall examine the goods immediately on receipt. ISC reserves the right to reject claims in respect of shortages or damage in transit or non-delivery unless the same are submitted in writing to the company within 7 (seven) days after delivery of the goods or in the case of non-delivery, 7 (seven) days after the due date for delivery.
- 3.6. Whilst ISC will use its best endeavours to deliver the goods in accordance with the Buyers requirements the company will not be liable for any consequences of late delivery howsoever caused.

4. PRICE AND PAYMENT

- 4.1. The invoice price of the Equipment shall be the price specified in any quotation or acceptance of order and shall be exclusive of VAT or any other similar sales or purchase tax or customs duties payable or to be accounted for by ISC in relation to the sale and supply of the Equipment to the Purchaser, which shall be charged in addition at the rate in force at the date of ISC's invoice to the Purchaser.
- 4.2. Payment shall be due and payable within 30 (thirty) days of the date of ISC's invoice. Without prejudice to its other rights hereunder in connection with late payment ISC shall be entitled to charge interest on overdue accounts at the rate of 1.5% per month, such interest to accrue at a daily rate from the due date until payment.

Head Office

Solar House, Stukeley Business Centre, Huntingdon, Cambridgeshire, PE29 6EF

> tel: 01480 420000 > fax: 01480 420080 > web: www.iscnet.co.uk > email: info@iscnet.co.uk

Nottingham Office:	> tel: 0115 8404040	> fax: 0115 8404141
Liverpool Office:	> tel: 0151 7262720	> fax: 0151 7270981
London Office:	> tel: 0208 3397300	> fax: 0208 3397301
Ireland Office:	> tel: 02890 650002	> fax: 02890 650007

Registered Office (as above)
Registered in England No. 02546296



5. TITLE

- 5.1. Until all payments due from the Purchaser to ISC for the supply of Equipment have been received in full the Purchaser shall hold the hardware in a fiduciary capacity as bailee for ISC and
- (i) Legal and beneficial title to the Hardware shall remain with ISC and the Purchaser shall store the Hardware in such a way that it can be clearly identified as the property of ISC and against the individual unpaid invoices of ISC in respect of the Equipment: and
 - (ii) ISC reserves the right to dispose of the Hardware and may retake possession thereof at any time and for that purpose may by its servants or agent's enter upon any land or premises occupied by the Purchaser: and
 - (iii) Without prejudice to the foregoing sub clauses the Purchaser shall be entitled to sell the Hardware in the normal course of business provided that any monies so received shall be held separately in an account opened for such purpose and designated as being held on behalf of ISC to whom the Purchaser shall have a fiduciary duty to account the extent of its indebtedness. Such account shall not be permitted to be overdrawn and the monies therein shall not be charged by the Purchaser to secure any liability to the Purchaser.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Purchaser acknowledges that any contract for the sale and supply of the Equipment shall not operate so as to transfer or vest in the Purchaser any patent, copyright, registered design or other intellectual property rights in the Equipment whatsoever.

7. SOFTWARE

- 7.1. The Purchaser undertakes forthwith to enter into a separate licence for the use of the Software and any associated documentation with ISC or the ultimate proprietor of the Software ('the Proprietor') as appropriate on the Proprietor's standard terms and conditions from time to time and the Purchaser further undertakes to comply with any restrictions placed upon it by the terms of such licence in relation to the use of the Software or the operation of the Equipment.
- 7.2. The Purchaser hereby undertakes to indemnify ISC against all costs, damages and expenses incurred by ISC in respect of any claim proceedings or demand which may be brought against ISC or any third party arising out of any loss, damage or liability whatsoever resulting whether directly or indirectly from any breach by the Purchaser of the Terms of any licence referred to in clause 7.1 above.

8. WARRANTY

- 8.1. Subject to clauses 8.2 and 8.3 below ISC warrants that the Hardware and the diskette or media on which the Software is supplied will be free from defects in materials and workmanship and that the Software when properly used will perform substantially in accordance with its accompanying documentation as supplied by the manufacturer of the Software.
- 8.2. If ISC receives notice from the Purchaser of any breach of the warranty in clause 8.1 above then ISC will at its own expense and within a reasonable time after receiving such notice at its discretion either repair or remedy the defect or error in question, replace the Hardware or Software or such part as is defective or refund to the Purchaser the price paid for the Hardware or Software which is defective, provided that ISC shall have no liability or obligation under the warranty unless it receives notice of the defect or error no later than 12 months following delivery of the Hardware or Software to the Purchaser. The Purchaser will at its cost return the defective Hardware or Software to ISC's premises for either repair, replacement or a refund. ISC will at its cost deliver the repaired or replacement Hardware or Software to the Purchaser's premises.
- 8.3. The warranty in clause 8.1 is given by ISC subject to the following conditions:
- (i) ISC does not warrant that the operation of the Software will be interrupted or error free;
 - (ii) ISC shall be under no liability in respect of any defects in the Hardware or Software arising from fair wear and tear, wilful damage, accident, negligence, abnormal working conditions or environmental working conditions, failure to follow ISC's or the manufacturers instructions (whether oral or in writing) or misuse or modification of the Hardware or Software without ISC's approval.
- 8.4. Except as expressly stated in these terms and conditions ISC makes no warranty that the Equipment will be fit or suitable for any particular purpose for which it is required by the Purchaser even where the Purchaser has made such purpose known to ISC.

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- 8.5. Except as expressly stated in these Terms and conditions all warranties, conditions, terms, undertakings and obligations expressed or implied by statute, common law, custom, trade usage, course of dealing or otherwise are hereby excluded to the fullest extent permitted by law.
- 8.6. ISC shall not be liable to the Purchaser whether for breach of contract, breach of statutory duty, breach of any duty at common law or otherwise for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) whether caused by the negligence of ISC, its employees or agents or otherwise incurred by the Purchaser arising out of or in connection with the design, manufacture, supply or use of the Equipment.
- 8.7. ISC shall use all reasonable endeavours to assign to the Purchaser the benefit of any guarantee, condition or warranty which may expressly or by implication have been given to ISC by the manufacturer or any other supplier of the Equipment to the extent to which the same may be capable of assignment. The Purchaser agrees to complete and return to the manufacturer or other supplier of the Equipment such registration card or other documentation as the manufacturer or other supplier may require in order to gain the benefit of such guarantee, condition or warranty.
- 8.8. ISC shall not be liable to the Purchaser for any claims, liabilities, damages, losses or expenses incurred by the Purchaser resulting from any negligence on the part of ISC or its employees or agents in connection with the design, manufacture, supply or use of the Equipment except where such negligence results in death or personal injury (where ISC's liability will be unlimited) or where such negligence results in damage to property (where ISC's liability will be limited to £4,000,000 per occurrence).
- 8.9. The provisions of this clause 8 states the entire liability of ISC whether in contract, tort or otherwise for defects in the Hardware and Software notified to it by the Purchaser after the delivery of the Hardware and Software to the Purchaser.

9. RETURNS AUTHORISATION PROCEDURE

- 9.1. Any equipment returned to ISC by a Purchaser must have a Returns Authorisation number regardless of the reason for its return. ISC shall reject any delivery of returned goods which does not have a valid Returns Authorisation number.
- 9.2. To obtain a Returns Authorisation number the Purchaser shall contact the Customer Services Department of ISC which in the first instance will try to resolve the relevant query over the telephone but, in the event of that being unsuccessful, will require the following information:
- (i) Machine make and type.
 - (ii) Serial Number.
 - (iii) Full description of the problem.
 - (iv) ISC Invoice number.
- ISC will then issue a Returns Authorisation number.
- 9.3. When returning Equipment the Purchaser shall ensure that the Returns Authorisation number is clearly marked on the outside of the packaging.
- 9.4. Equipment can only be returned in approved suppliers packaging. Failure to comply with this may void any warranty.
- 9.5. Despatch of goods to ISC is the Purchaser's responsibility.
- 9.6. Shipping charges back to the Purchaser will be paid as follows:
Warranty – ISC will pay for the return journey (UK mainland only),
Non-Warranty – charged to the Purchaser.
- 9.7. Chargeable repairs must be paid before despatch of Equipment from ISC unless it is previously agreed in writing to charge it to the Purchaser's account.
- 9.8. Returned Equipment for credit: Any items returned for credit must have prior authorisation from Customer Services Department of ISC. ISC sales personnel are not permitted to give such authorisation.

10. EXPORT OUTSIDE THE UNITED KINGDOM

- 10.1. Where the Purchaser intends to export the Equipment outside the United Kingdom, the purchaser undertakes to make any necessary application and obtain any United Kingdom Export Licence required in respect of the export of the Equipment.
- 10.2. Without prejudice to the provisions of clause 10.1 above, where the Equipment or any component parts thereof or the technology used in their manufacture originated in the United States of America and the Purchaser intends to export the same outside the United Kingdom, the Purchaser hereby undertakes that it will make any necessary application for and will obtain any necessary authorisation or United States re-export licence required under any

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United States law or regulation in respect of the export of the goods to any country outside the United Kingdom.

11. PURCHASER'S OBLIGATIONS

11.1. During the term of the contract and for 12 months thereafter the Purchaser will not without the consent of ISC employ or attempt to employ any employee or former employee of ISC to perform computer maintenance, information technology or computer related services (otherwise than through ISC pursuant to these Terms and Conditions or any agreement in continuation or substitution of it) if that employee or former employee has had a direct involvement with the Purchaser during the period of the contract.

12. TERMINATION

12.1. ISC may by notice to the Purchaser cancel all or any part of any contract forthwith in the event that the Purchaser is in breach of any of these Terms and Conditions or the Purchaser (if an individual) becomes bankrupt or makes any composition or arrangement with his creditors or (being a company) goes into liquidation, either voluntary or compulsorily, has a receiver or administrative receiver appointed over all or any part of its assets or undertaking, becomes subject to an administration order or makes or seeks to make any composition or arrangement with its creditors or proposes any voluntary arrangement under section 1 of the Insolvency Act 1986.

12.2. Termination of any contract in any manner whatsoever shall be without prejudice to the rights of ISC accrued as at the date of such termination.

13. FORCE MAJEURE

13.1. Neither of the parties shall be liable to the other in respect of any claim arising under any contract where the same arises by reason of any act or cause beyond the reasonable control of such party.

14. WAIVER OR BREACH

14.1. ISC shall not be prejudiced or restricted in any way by any indulgence or forbearance extended to the Purchaser and no waiver of ISC in respect of any breach by the Purchaser shall operate as a waiver in respect of any subsequent breach.

15. TO PARTNERSHIP AND SOLE TRADER DEBTORS

15.1. We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

- (i) Making credit reference agency searches
- (ii) Credit control
- (iii) Protecting our interests

15.2. We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

16. ASSIGNMENT

16.1. Any contract between ISC and the Purchaser is personal to the Purchaser and shall not be capable of assignment by the Purchaser to any third party without the prior written consent of ISC.

17. ENTIRE AGREEMENT

17.1. These Terms and Conditions together with any Software licence required pursuant to clause 7 above shall constitute the entire agreement between ISC and the Purchaser. All previous terms and conditions of ISC are hereby superseded and excluded from any contract unless expressly agreed in writing by ISC.

18. GOVERNING LAW

18.1. These Terms and Conditions and any contract between ISC and the Purchaser incorporating the same shall be governed by and construed exclusively in accordance with English law and the parties hereby agree to submit any dispute arising there from to the exclusive jurisdiction of the English Courts.

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