

Microcomputer Workshops Limited

Terms and Conditions of Sale

1. Definitions

- (i) **MWL** means Microcomputer Workshops Ltd.
- (ii) **Customer** means the individual partnership or company whose name and address is specified on the order form and on whose behalf the order form has been signed.
- (iii) **Equipment** means and includes all those items of computer equipment specified in the order form with all the necessary standard connecting cables.
- (iv) **Systems Package** means a standard software package which in conjunction with the Equipment carries out the procedures and operations specified on the order form.
- (v) **Non Standard Package** means any software comprising a specially written program or programs or a Systems Package to which modifications have been made.
- (vi) **Goods** mean and include the articles and materials specified on the order form not being Equipment Systems Packages or Non Standard Packages.

2. Conditions Applicable

- (i) No contract shall come into existence until MWL's official order acceptance form has been completed and sent to the Customer.
- (ii) MWL agree to supply Goods on the terms of these conditions only. MWL will not be bound by any contrary different or additional terms or conditions contained or referred to in the Customer's purchase order form or other documents or correspondence. Nor will MWL agree to any addition, alteration or substitution of these conditions unless they are expressly accepted by MWL in writing by a person authorised to sign on its behalf.

2. Sale/Supply

MWL will sell and/or supply the Equipment Systems Packages Non Standard Packages and Goods listed on the order form to the Customer upon the terms and conditions herein contained.

3. Prices

- (i) Prices quoted by MWL are given in good faith and exclude Value Added Tax, which will (where applicable) be added to such prices at the current rate in force.
- (ii) All prices quoted to the Customer are based on information available to MWL at the time of quotation. In the event that MWL's supplier shall raise the price which is charged to MWL after the order acceptance form has been delivered but before delivery takes place MWL reserve the right to pass to the Customer the net amount of that price increase.

4. Delivery Date

Any delivery dates quoted on the order form or otherwise are not of the essence of the contract and shall be regarded as estimates only and any failure by MWL to comply therewith shall not involve MWL in any liability whatsoever. Without prejudice to the foregoing MWL will use its reasonable endeavours to comply with such delivery dates unless prevented from so doing by any unexpected or exceptional cause.

5. Delivery and Installation

- (i) MWL will deliver and install the Equipment, Systems Packages and Non Standard Packages to the address specified by the Customer.
- (ii) The Customer shall prior to such delivery provide at the site proper electrical supply and fittings and such other facilities as may be required to comply with MWL's installation instructions. The Customer shall provide any additional labour required by MWL for placing the equipment where free access to the site is not readily available and for installing non-standard cabling requirements.
- (iii) Should default be made by the Customer in paying any sum due under the contract as and when the same becomes due MWL shall have the right to suspend all further deliveries not made at the time of such default until the same is made good without prejudice to all other rights it shall then have to terminate the contract insofar as it relates to Equipment, Systems Packages, Non Standard Packages and Goods not delivered.

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6. Supply of Systems Packages and Non Standard Packages

- (i) Systems Packages, programs, other software and all associated documentation and related materials are supplied to MWL on the terms licensed by their proprietors and are passed on to the Customer on those same terms.
- (ii) MWL retains copyright in all Non Standard Packages but will grant to the Customer a non-exclusive, non-transferable licence to use the same in the normal course of the Customer's business.

7. Sub Contract

MWL reserves the right to sub contract all or any of its obligations including any installation.

8. Testing and Acceptance

- (i) Prior to or immediately following delivery of the Equipment or Systems Package MWL will carry out and complete the tests applicable thereto. MWL will ensure that the Equipment performs in accordance with specifications given and thereupon the Equipment and Systems Packages shall be deemed to have been accepted by the Customer who will so confirm by signing the delivery note.
- (ii) If upon carrying out the tests applicable thereto any fault shall be found therein the Customer shall give to MWL a reasonable opportunity to rectify performance of the Equipment and/or Systems Package.
- (iii) In relation to any Non Standard Package supplied, whilst MWL shall prepare the same in a proper manner to its best professional assessment of the Customers requirements MWL gives no warranty or guarantee that the same will on installation be free of error nor does MWL accept any liability for failure to achieve any performance figures which MWL or its servants or agents may have given to the Customer or which would be applicable in circumstances where Systems Packages other than Non Standard Packages were to be supplied to the Customer.

9. Title and Risk

- (a) Risk of damage to or the loss of the Equipment, Systems Packages and Goods will pass to the Customer :-
 - (i) in the case of Equipment Systems Packages and Goods to be delivered to MWL's premises when MWL notifies the Customer that the Equipment, Systems Packages and Goods are available for collection: or
 - (ii) in the case of Equipment, Systems Packages and Goods to be delivered otherwise than to MWL's premises on delivery or if the Customer wrongly fails to take delivery of the Equipment, Systems Packages and Goods when MWL tenders delivery of the same.
- (b) Notwithstanding delivery and the passing of risk in the Equipment, Systems Packages and Goods or any other provisions of these conditions, Equipment, Systems Packages and Goods will remain the sole and absolute property of MWL as legal and beneficial owner until the customer has paid to MWL in full the price of the Equipment, Systems Packages or Goods and all other sums then due to MWL from the Customer in respect of Equipment, Systems Packages and Goods or agreed to be sold.
- (c) Payment for Goods is due within stipulated invoice terms unless otherwise agreed in writing with MWL. Goods not paid for within stipulated invoice terms shall bear interest at the rate 4% above NatWest base rate as applicable from time to time.
- (d) Whilst Goods remain the property of MWL the Customer may not sell or permit any lien to be created over them and shall take proper care of the same and keep them separate from their own goods and clearly identified as belonging to MWL.
- (e) Until ownership in the Equipment, Systems Packages and Goods passes to the Customer, (and provided the Equipment, Systems Packages and Goods are still in existence and have not been resold) MWL will be entitled at any time to require the Customer to deliver the Equipment, Systems Packages and Goods to MWL and, if the Customer fails to do so immediately, to enter the premises where they are stored or reasonably thought to be stored and repossess the Equipment, Systems Packages and Goods.
- (f) The Customer shall not be entitled to pledge or in any way charge by way of security any of the Equipment, Systems Packages and Goods which remain MWL's property.

10. Use of Equipment

The Customer shall only operate Equipment, Systems Packages and Goods in accordance with operating instructions and advice as provided by MWL. MWL shall not be responsible for any failure on the part of the Customer to follow such instructions or advice.

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11. Liability

- (i) MWL shall not be liable for any loss or damage caused other than as a result of its negligence or wilful misconduct or that of its employees.
- (ii) MWL shall not be liable in any event for indirect incidental special or consequential loss or damage, loss of profit, revenue or goodwill or anticipated savings of the Customer or any other party howsoever caused whether or not any such damage was or should have been in its contemplation at the relevant time.
- (iii) MWL's total liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) breach of third party rights or otherwise howsoever arising shall not in any event exceed a sum amounting to three times the Price.

12. Entire Agreement

The Customer and MWL agree that these terms and conditions expressly incorporated in the contract represent the entire agreement between the parties relating to the sale and purchase of the Equipment, Systems Packages and Goods and that no statement or representations by either party have been relied upon by the other in agreeing to enter into the contract. It is expressly provided however that nothing in this agreement excludes any liability for pre-contract statements or representations made fraudulently.

13. Relevant Law

These terms and conditions are subject to English Law

Please sign below to confirm your acceptance of the above terms & conditions and return one copy to MWL and retain a copy for your records.

Signed: _____

Company: _____

Position: _____

Date: _____